

# Allgemeine Geschäftsbedingungen (AGB)

## Section 1 Scope of Application

- (1) The seller's GTCs apply exclusively; conflicting or deviating terms and conditions of the buyer are not recognized, unless the seller expressly agrees to their validity in writing. The seller's GTCs apply even if the seller makes a delivery to the buyer without reservations, aware of the buyer's terms and conditions conflicting or deviating from these GTCs of the seller.
- (2) All agreements reached between the seller and the buyer for the purpose of carrying out this contract are set out in this contract in writing.
- (3) The seller's GTCs only apply to companies within the meaning of Section 310 (1) of the German Civil Code (BGB).
- (4) The seller's GTCs apply also to all future transactions with the buyer.

## Section 2 Offers, Contract Conclusion

- (1) The seller's offers remain non-binding, unless stated otherwise. Orders or purchase orders can be accepted by the seller within fourteen days of receipt.
- (2) Purchase orders are considered accepted if they are confirmed by the seller in writing or filled in a timely manner immediately after purchase order receipt. In this case, the invoice is considered a confirmation of the purchase order.
- (3) The seller reserves proprietary rights and copyrights to images, drawings, calculations and other materials.

## Section 3 Prices, Payment Terms

- (1) The prices apply to the scope of service and delivery in accordance with the purchase order confirmation. Extra or special services will be charged separately. The prices are in €, ex works, and exclude VAT, packaging, transport, customs fees, and fees and public levies.
- (2) If the agreed prices are based on the seller's list prices and the delivery is only made more than four months after contract conclusion, the seller's list prices valid at the time of the delivery shall apply (minus any discounts).

- (3) Unless agreed otherwise, the purchase price is payable in full within 14 calendar days of the date of invoice.
- (4) Offsetting against counterclaims of the buyer or retention of payments due to such claims is permitted only if the counterclaims are undisputed or established by force of law.
- (5) The seller has the right to make outstanding deliveries only against prepayment or security deposit if, after contract conclusion, the seller becomes aware of circumstances that can substantially reduce the buyer's creditworthiness and, thereby, the payment of the seller's outstanding claims by the buyer from the respective contractual relationship is at risk.

## Section 4 Delivery, Delivery Time and Risk

- (1) Deliveries are made ex works, unless otherwise stated in the purchase order confirmation.
- (2) The seller's planned dates and times of deliveries and services are only approximate, unless a fixed date or a fixed time was expressly promised/agreed. If shipment was agreed, the delivery dates/times refer to the time of delivery to the carrier or another third party entrusted with the transport.
- (3) The seller can – without prejudice to the seller's rights arising from the buyer's default – demand an extension of the delivery and service deadlines or a postponement of the delivery and service deadlines from the buyer for a period in which the buyer does not comply with its contractual obligations to the seller.
- (4) Correct and timely delivery by [the seller's] suppliers remains reserved. The seller will inform the buyer immediately if a deliverable is not available and reimburse accordingly in case of withdrawal.
- (5) The seller has the right to make partial deliveries and provide partial services, if this is reasonable for the buyer.
- (6) If the seller defaults on a delivery or service, or is unable to make a delivery or provide a services, for whichever reason, the seller's liability is limited to damages in accordance with Section 6 of these GTCs.
- (7) The risk is passed on to the buyer at the latest upon handover of the deliverable to the carrier or another third party designated for shipment. This applies to partial deliveries as well. If the shipment/handover is delayed due to a circumstance within the buyer's responsibility, the risk is passed on to the buyer starting from the date on which the deliverable is ready for shipment and the buyer has been informed of this.
- (8) The costs of storage after the transfer of risk and in case of a default of acceptance by the buyer shall be borne by the buyer and, in case of storage by the seller, amount to 0.5% of the purchase price per elapsed week, but a maximum of 10% thereof. Claim and proof of higher or lower storage costs remains reserved.
- (9) Delivery to construction site or place of storage means delivery without unloading and on the condition of an access road accessible by heavy trucks. Wait times are calculated. If the vehicle leaves the access road on the instruction of the buyer or its customer, the buyer shall be liable for the resulting defects and damage.

- (10) In case of a sale ex works, the collecting vehicle is loaded according to the instructions of the collecting driver. The collecting driver is responsible for loading safely for transport and operation and adhering to all applicable loading safety regulations.
- (11) If the deliverable is not picked up by the buyer, the seller may exercise their legal rights. If the seller claims damages, they shall amount to a lump sum of 15% of the purchase price. Claim and proof of a higher or lower amount of damages remains reserved.

## Section 5 Material Defects, Warranty

- (1) The limitation period for defect claims is 12 months from the transfer of risk. This does not apply if the purchased item is regularly used for construction, which caused the defect.
- (2) The limitation period in case of a delivery recourse in accordance with Sections 478, 479, 445b BGB remains unaffected.
- (3) In case of a goodwill gesture, the limitation period for defect claims does not begin anew in the event of a supplementary performance attempt. In case of an existing supplementary performance claim, the acknowledgment of the claim in accordance with Section 212 BGB refers only to defects that were the subject of the supplementary performance request or resulted from defective supplementary performance; for the rest, the limitation period for the original deliverable continues to run.
- (4) A prerequisite for the buyer's defect claims is that the buyer properly complied with their duties of inspection and complaint in accordance with Section 377 of the German Commercial Code (HGB). A defect notice must be made in writing.
- (5) Defect claims do not exist in case of just an insignificant deviation from the agreed quality or just an insignificant impairment of the usability.
- (6) Wood is a natural product. Its natural properties, differences and characteristics must be considered. In particular, biological, physical and chemical properties must be taken into account when purchasing, processing and using it, especially in buildings; professional advice should be obtained if needed. The range of natural color, structural and other differences of a type of wood is part of its properties.
- (7) In case of material defects of the delivered goods, the seller is obligated and has the right to first improve performance or make a replacement delivery, at their discretion to be exercised within a reasonable period of time. In case of failure, i.e. the improved performance or replacement delivery is not possible, not reasonable, refused or inappropriately delayed, the buyer may withdraw from the contract or reasonably reduce the purchase price.
- (8) If a defect is due to the seller's fault, the buyer may claim damages under the prerequisites set out in Section 6.
- (9) The warranty lapses if the buyer changes the deliverable without the seller's consent or has third parties make changes to the deliverable, and this makes the rectification of the defect impossible or unreasonably difficult. In any case, the buyer must bear the additional costs of defect rectification resulting from the change.
- (10) Without prejudice to additional claims of the seller, in the event of an unjustified claim for defects, the buyer must compensate the seller's expenditures on the inspection and, if needed, rectification of the defect.

- (11) Any delivery of used goods, agreed with the buyer in an individual case, is made to the exclusion of any warranty for material defects

## Section 6 Liability for Damages Due to Culpable Acts

- (1) The seller's liability for damages, regardless of the legal reason, especially due to impossibility, default, defective or incorrect delivery, breach of contract, breach of obligations in contract negotiations, and tort, is limited in accordance with Section 6, provided culpability is involved.
- (2) The seller is not liable in case of simple negligence, as long as there is no breach of essential contractual obligations. Essential contractual obligations are obligations that the buyer relied on and could reasonably rely on.
- (3) If the seller is liable for damages in accordance with Section 6 (2) due to the reason, this liability is limited to damages that the seller anticipated upon contract conclusion as a possible consequence of a breach of contract or had to have anticipated in applying due business care. Furthermore, indirect damage and consequential damage that is the consequence of defects in the deliverables is only subject to compensation if such damage is typically to be expected with use of the deliverables as intended.
- (4) In case of a delivery delay, the seller's liability is limited for slight negligence to a lump sum of 0.5% of the purchase price per elapsed week, but a maximum of 5% of the purchase price.
- (5) In the event of gross negligence on the part of the seller, the liability for damages is limited to the foreseeable damage that typically occurs if customary care is applied.
- (6) The above liability exclusions and limitations also apply to the bodies, legal representatives, employees, and vicarious agents of the seller.
- (7) If the seller provides technical information or advice and which are not part of the seller's scope of services, they do so to the exclusion of any liability.
- (8) The limitations of this Section 6 do not apply to the seller's liability for willful conduct, guaranteed qualities, or for harm to life, body or health, or under the German Product Liability Act.

## Section 7 Retention of Title

- (1) The seller reserves the title to the purchased item until the receipt of all payments from the business relationship with the buyer. In the event of a breach of contract by the buyer, e.g. default on payment, the seller has the right to take back the purchased item. Taking back of a purchased item constitutes withdrawal from the contract. The seller has the right to sell the purchased item after taking it back; the proceeds from the sale shall be credited towards the buyer's liabilities, minus reasonable costs of the sale.
- (2) The buyer undertakes to treat the purchased goods with care; in particular, the buyer is obligated to insure them adequately at their own expense against fire, water and theft damage at replacement value.

- (3) In the event of seizure or other third-party interventions, the buyer must inform the seller immediately in writing. If the third party is not in the position to reimburse the seller's court and out-of-court expenses of a lawsuit in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the buyer shall be liable for the loss incurred by the seller.
- (4) The buyer has the right to resell the purchased item in the ordinary course of business; it hereby assigns to the seller all claims in the amount of the final invoice amount (incl. VAT) of the seller's claim, which it incurs from the resale against its customers or third parties, regardless of whether the purchased item was sold without or after processing. The buyer remains authorized to collect this claim even after its assignment. The seller's authority to collect the claim itself remains unaffected. The seller undertakes not to collect the claim if the buyer meets their payment obligations from the received proceeds, does not default on payments, and in particular no request has been made to open a settlement or insolvency proceeding and there is no suspension of payment. If this is the case, the seller may demand from the buyer to disclose the claims assigned to it and their debtors, to provide all the information needed for collection, to hand out the related documents, and inform the debtors of the assignment.
- (5) The processing or reshaping of the purchased item by the buyer is always carried out for the seller. If the purchased item is processed using other objects that do not belong to the seller, the seller shall acquire the co-ownership of the new object in proportion to the value of the purchased item (final invoice amount, incl. VAT) in relation to the other processed objects at the time of processing. Incidentally, the same applies to the object resulting from processing as to the conditionally delivered item.
- (6) If the purchased item is inseparably mixed with other objects that do not belong to the seller, the seller shall acquire the co-ownership of the new object in proportion to the value of the purchased item (final invoice amount, incl. VAT) in relation to the other mixed objects at the time of the mixing. If the mixing is done in such a way that the buyer's object is to be regarded as the main object, it is agreed that the buyer shall transfer proportionate co-ownership to the seller. The buyer shall safeguard the resulting sole ownership or co-ownership for the seller.
- (7) The buyer also assigns claims to the seller to secure the seller's claims against it, which arise against a third party through the connection of the purchased item with a property.
- (8) The seller undertakes to release the securities available to it on request from the buyer to the extent that the realizable value of the seller's securities exceeds the claims to be secured by more than 10%; the choice of securities to be released is the responsibility of the seller.

## **Section 8 Place of Jurisdiction, Applicable Law, Place of Performance, Data Protection**

- (1) If the buyer is a merchant, the seller's registered office is the place of jurisdiction for all disputes arising out of the business relationship; however, the seller has the right to sue the buyer at all statutory places of jurisdiction.
- (2) The law of the Federal Republic of Germany applies; the validity of the UN Sales Convention is excluded.
- (3) Unless stated otherwise in the confirmation of purchase order, the seller's registered office is the place of performance.
- (4) The personal data obtained in the context of the business relationship will be processed and used in accordance with the regulations of the EU-DSGVO.