

# GENERAL TERMS AND CONDITIONS OF PURCHASE OF HASSLACHER Group

VERSION OF 01.08.2024

## I. General

- These General Conditions of Purchase ("GCP") shall apply to all orders placed by the respective company of HASSLACHER Group (see below XI.6) ("**Hasslacher**" or "**Buyer**") and the purchase, work, delivery or service contracts concluded by Hasslacher as the customer and the respective contractual partner as the seller/supplier or other service provider ("**Supplier**"), unless special terms and conditions of purchase of Hasslacher exist for certain services which take precedence over these GCP.
- The purchase of services or goods (hereinafter collectively referred to as "**Goods**") shall be made exclusively in accordance with these GCP, unless special purchasing provisions of Hasslacher are in place for specific services. These GCP are binding for all current and future purchase-related business transactions of Hasslacher with the respective Supplier, even if no express reference is made to them.
- Any provisions deviating from or supplementing these GCP shall only become part of the contract if they are agreed upon in writing by Hasslacher. The Supplier's general terms and conditions of business or delivery are hereby rejected so that they do not become part of the contract unless Hasslacher has expressly agreed to their application in writing in individual cases. Deviating agreements made with the Supplier in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over the GCP.
- These GCP shall supersede all earlier terms and conditions of purchase of Hasslacher.

## II. Formation of Contract

- Declarations by the parties to conclude or amend a contract must be in writing. The written form shall also be deemed to have been complied with by transmission in electronic form. A contract shall be concluded by returning the countersigned order confirmation to HASSLACHER Group or by electronic order confirmation in the HASSLACHER customer portal. The order confirmation must be returned to HASSLACHER group by the customer within two working days of receipt by the customer, failing which HASSLACHER group shall no longer be bound by the order confirmation.
- The conclusion of the contract is subject to the availability of the Goods at HASSLACHER Group and the confirmation of cover by HASSLACHER Group's credit insurer regarding payment defaults of the Customer. If the contract does not come into legal effect for the above reasons (or if it is dissolved for these reasons), any consideration already paid shall be refunded without any undue delay. Any further claims of the Customer, in particular for damages, are excluded to the extent permitted by applicable law.
- Orders shall be carried out in accordance with the countersigned order confirmation. Verbal assurances shall always be non-binding. All other agreements or ancillary agreements, including those made at a later date, shall enter into effect only upon their written confirmation by HASSLACHER Group. For changes to an order after the order has been released, the Customer shall owe a share of the cost on the basis of the expenditure incurred. Cancellation by the Customer entitles HASSLACHER Group, in addition to the assertion of other legal remedies, to charge for the costs incurred (e.g. planning and/or storage costs), but at least a lump sum of 3% of the order total.
- The respective company of HASSLACHER Group acting as contracting party shall be entitled to transfer the contractual relationship in whole or in part to another company of HASSLACHER Group and the Customer already consents to such a transfer. Such a transfer of contract is effected by written notification of the Customer by the respective company of HASSLACHER Group.

## III. Prices

- The prices are net prices. Value-added tax is shown separately. The prices quoted in the order confirmation shall apply. Any taxes, levies, duties, etc., as well as freight costs shall be borne by the Customer and shall increase the final price, unless expressly agreed otherwise. This also applies to any costs or charges that may arise depending on the method of payment (e.g. bank charges, letter of credit costs, etc.), which are not included in the price and are to be borne by the Customer. If the costs of HASSLACHER Group increase (for instance due to changes in production costs, changes in taxes, customs duties, changes in raw material prices, changes in labour costs, etc.) HASSLACHER Group shall have the right to adjust the prices accordingly.
- Granted discounts (cash discounts, deductions, rebates, etc.) and other preferential conditions shall cease to apply in the event of default in payment, other breaches of contract or insolvency on the part of the Customer.

## IV. Delivery and Storage

- Unless expressly agreed otherwise, delivery shall be made in accordance with INCOTERMS 2020 on EXW basis.
- Unless expressly agreed otherwise, delivery periods and dates shall be deemed to be non-binding and shall be understood as the expected date of delivery. A binding delivery date shall be expressly stated as such by HASSLACHER Group in the order confirmation. Unless expressly agreed otherwise, delivery periods and delivery dates refer to the day of handover of the Goods to the forwarder, carrier or other third party commissioned to provide transport services. In the event of delays caused within the Customer's sphere, e.g. late receipt of a down payment, a bindingly agreed delivery date shall become non-binding. Such a delivery date shall also become non-binding in the event of delays due to force majeure (such as floods, mudslides, earthquakes, war, pandemics, epidemics, imposition of official production or delivery restrictions, etc.), or due to other events beyond the control of HASSLACHER Group such as machinery breakdown, strike, fire, other adverse weather conditions affecting the transport, shortage of raw materials or delays occurring at contractual partners of HASSLACHER Group [(e.g. at our suppliers, carriers) such other events each referred to as an "**Extraordinary Event**"]. In no event shall the delivery date originally scheduled be automatically postponed. A new binding delivery date must be agreed upon between HASSLACHER Group and the Customer. Should HASSLACHER Group, due to force majeure or due to an Extraordinary Event,

incur additional costs in relation to the execution of an order, HASSLACHER Group shall be entitled to invoice the Customer for such costs upon presentation of appropriate evidence. Should force majeure or an Extraordinary Event last longer than three months, HASSLACHER Group shall have the right to terminate the contract by written notice to the Customer without the Customer having any right to claims for damages.

- Partial deliveries must be accepted by the Customer, will be invoiced on a pro-rata basis and must be paid for, irrespective of any outstanding deliveries. If the Goods are required to be formally accepted within a certain period, formal acceptance shall take place at reasonable intervals during the acceptance period.
- In the event of any delay in dispatch from the Customer's sphere, the risk shall pass to the Customer on the day when the Goods are ready for dispatch. If the Customer does not take over the Goods on the agreed date after completion due to circumstances for which HASSLACHER Group is not responsible, the Customer shall bear the storage costs of € 7.00/m<sup>3</sup> or € 7/t for pellets per commenced week. All other rights of HASSLACHER Group remain unaffected.
- Due to the legally prescribed maximum permissible loading weight, there might be disparities between the quantity ordered and the quantity actually delivered.
- HASSLACHER Group does not warrant that the individual elements are sorted according to their assembly sequence. Loading is carried out according to economic and production related criteria. During unloading, the Customer must ensure that the elements remaining on the vehicle cannot tip over or be damaged.

## V. Compensation and Warranty

- Quantity-related complaints shall be lodged in detail in writing immediately upon receipt of the Goods, with the freight document enclosed. Any quality-related defects shall, with all claims otherwise being excluded, be reported to HASSLACHER Group in writing, with a detailed description of the alleged defects along with photographic documentation, without delay, but at the latest within 5 business days of receipt of the Goods and before the Goods are processed. If, in the case of specially packaged Goods, it is not possible to inspect the Goods themselves within the aforementioned period, the packaging must be inspected and, if this shows any external damage which indicates damage to the packaged Goods, this must be reported to HASSLACHER Group, within the aforementioned period, with all claims otherwise being excluded. If, despite a properly conducted inspection, defects only become apparent at a later date, these must be reported immediately, but in any case, within 5 days of the defect becoming apparent, otherwise the Goods shall be deemed to have been approved also with regard to these defects.
- The burden of proof for the defectiveness shall lie with the Customer. § 924 of the Austrian Civil Code ("**ABGB**") shall not apply. No warranty is given that the Goods will be suitable for certain areas of application.
- In the event of justified complaints, HASSLACHER Group may, at its own discretion, remedy the defect concerned, replace the defective Goods or grant a price reduction. The obligation of HASSLACHER Group to remedy defects shall in no case include the disassembly of the defective goods nor the reassembly of the remedied/replaced Goods, unless HASSLACHER Group has expressly assumed an assembly obligation in the contract. HASSLACHER Group shall only bear the costs of any rectification of defects carried out by the Customer himself or by third parties at the Customer's order, if it has previously agreed to this in writing. The Customer's warranty rights shall lapse if the Customer modifies the Goods or has them modified without the express consent of HASSLACHER Group and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the Customer shall bear any additional costs for the rectification of the defect resulting or relating to such modification.
- Warranty claims or claims for damages due to a defect must be judicially asserted within 6 months of receipt of the Goods, otherwise the claim will be forfeited. Any further claims, in particular claims for damages and claims under § 933b ABGB are, as far as legally permissible, excluded.
- Minor, customary or slight, technically unavoidable deviations, e.g. in wood grain and wood colour do not constitute defects, since wood is a natural material. Furthermore, regarding the question of potential defects, the criteria listed in the respective product folder of HASSLACHER Group (see [www.hasslacher.com/downloads](http://www.hasslacher.com/downloads)) and/or in the publications by German Association for the Study of Glulam Construction [Studiengemeinschaft Holzleimbau e.V.] (in particular "Glulam Bulletin", "Cross laminated timber Bulletin - see [www.studiengemeinschaft-holzleimbau.de/downloads-und-informationen-zu-produkten/](http://www.studiengemeinschaft-holzleimbau.de/downloads-und-informationen-zu-produkten/)) are to be taken into account.
- HASSLACHER Group accepts no liability for execution instructions or material specifications provided to HASSLACHER Group during execution of the order according to requirements prescribed by the Customer. HASSLACHER Group shall not be under any duty to check or warn as in terms of their suitability or accuracy.
- In the event of unjustified notices of defects, the Customer shall bear all costs associated with the inspection of these alleged defects.
- Claims against HASSLACHER Group on any basis whatsoever shall be limited to the value of the payment received for the Goods delivered (net excluding any ancillary costs). HASSLACHER Group's liability for gross and slight negligence - with the exception of liability for personal injury -, is excluded. Furthermore, HASSLACHER Group shall not be liable for indirect and consequential damages (including loss of profit or unrealized savings) pure financial losses, loss of interest, unforeseeable damages, damages or loss arising from improper use of the Goods, and loss arising from third-party claims against the Customer. Avoidance on the grounds of error [*Irrtumsanfechtung*] is likewise hereby excluded.

9. The burden of proving fault on the part of HASSLACHER Group, including gross fault, shall lie with the Customer. If any instructions from HASSLACHER Group regarding further use or processing are violated, the Customer shall bear the burden of proof that the Customer is not at fault for defects and damage, but that defects and damage would have arisen even if the Customer had complied with HASSLACHER Group's instructions, in particular even if a proper inspection of incoming goods had been promptly carried out.

10. No liability is assumed for damage of any kind due to overloading or improper handling. In particular, in the event of non-compliance with/non-observance of (i) the conditions of HASSLACHER Group for storage, assembly, processing and use of the goods (see in particular the product information, product sheets, etc. published on [www.hasslacher.com/downloads](http://www.hasslacher.com/downloads)), (ii) the official approval conditions of the goods or (iii) the instructions issued by the Studiengemeinschaft Holzleimbau e.V. in their publications (in particular "Glulam Bulletin", "Cross laminated timber Bulletin", "Leaflet important information for the handling of glulam", "Leaflet important information for the handling of cross laminated timber"; see [www.studiengemeinschaft-holzleimbau.de/downloads-und-informationen-zu-produkten/](http://www.studiengemeinschaft-holzleimbau.de/downloads-und-informationen-zu-produkten/)), any compensation as well as any warranty shall be excluded.

11. HASSLACHER Group shall be liable for product faults in accordance with the Product Liability Act ("PHG"). Recourse as defined by § 12 PHG is hereby excluded.

#### VI. Property Rights of Third Parties/Indemnification

If goods are manufactured on the basis of design information, plans, drawings, models or other specifications provided by the Customer, the Customer shall fully indemnify and hold harmless HASSLACHER Group against all claims, penalties, costs and expenses of any kind whatsoever in the event of associated infringements of third-party property rights.

#### VII. Payment, Default, Prohibition of Set-off and Prohibition of Assignment

1. Unless otherwise stated in the order confirmation, the purchase price shall be due for payment immediately without deduction and shall be paid by bank transfer. If a payment is received on a different bank account of HASSLACHER Group than the one indicated on the invoice, this payment shall be considered as discharging the debt. In the event of default in payment, HASSLACHER Group shall be entitled to demand interest on arrears in the amount of 10% p.a. from the Customer - without prejudice to any further claims for damages or the assertion of any other rights.

2. If the economic circumstances of the Customer deteriorate significantly after conclusion of the contract or if circumstances become known which are likely to reduce the creditworthiness of the Customer or if the insurance limit of the Customer is exhausted, HASSLACHER Group shall be entitled to demand immediate payment of all claims or, in the case of supply contracts which have not yet been fulfilled, demand a security payment or/and an adjustment of the payment terms or refrain from delivery and rescind the contract or dissolve it with immediate effect, without this giving rise to any claims on the part of the Customer.

3. HASSLACHER group shall be entitled to charge the Customer for all expenses incurred as a result of non-performance of the Customer's contractual duties, including in particular appropriate legal costs (debt collection agency fees or legal representation fees). Bank transfer charges and expenses (in particular for bank transfers from abroad) shall be borne exclusively by the Customer.

4. The Customer shall not be entitled to set off its own claims, unless set-off has been separately agreed upon in writing or has been determined by a final and non-appealable court judgement. The assertion of warranty claims or other claims does not release the Customer from his payment obligation, a right of retention of the Customer is therefore excluded.

5. Claims against HASSLACHER group may not be assigned to third parties.

#### VIII. Retention of Title

1. HASSLACHER Group shall retain title to the delivered goods until the purchase price, including incidental charges, has been received. Until payment has been made in full, the Customer shall, from the time of the passage of risk onwards, be liable for all loss caused by breakage, theft, fire or other natural disasters. The Customer shall properly hold the Goods in safekeeping and adequately insure them against all risks foreseeable in the ordinary course of business.

2. The Customer shall not pledge the Goods or assign the Goods as security. It shall be permissible to sell on the Goods in the ordinary course of business. In case the Customer sells on the Goods that are under retention of title, the Customer hereby assigns to HASSLACHER Group in advance, to the extent permissible by law, all claims up to the sum of the final invoiced amount (including value-added tax). This assignment (assignment by way of security) shall be noted in the Customer's books on each page of the OP list, stating the date of the assignment agreement (conclusion of the contract) and the full company name of the respective company of HASSLACHER Group (assignee). This note must in any case also be made in the list of open debtor items. Furthermore, the Customer undertakes to inform its customer of the assignment of receivables. Payments received by the Customer from his customer shall be forwarded to HASSLACHER Group without delay.

3. If the Goods are processed or mixed with other items not belonging to HASSLACHER Group, HASSLACHER Group shall acquire joint title to the new item in the ratio of the value of the Goods to the value of the processed or mixed item at the time of processing or mixing.

4. If, after the contract has been concluded, the Customer's financial situation materially deteriorates, or circumstances become known that are likely to reduce the Customer's creditworthiness, or if the Customer's insurance limit is fully utilised, HASSLACHER Group shall be entitled to prohibit the selling-on of the Goods that are under retention of title and demand that the Goods be surrendered, or indirect possession be transferred, immediately at the Customer's expense.

5. In case of deliveries to Customers from Germany, the aforementioned security rights (ordinary and extended retention of title) shall also remain in effect to the extent that the agreed retention of title covers all claims arising from the business relationship between HASSLACHER Group and the

Customer (retention of title relating to an open account). In these cases, however, HASSLACHER Group shall, at the Customer's request, release security items to which it is entitled, to the extent that their value exceeds the claims to be secured by more than 20%.

#### IX. Maintenance of Secrecy/Industrial Property Rights

1. The Customer shall be obliged to treat as absolutely confidential and not to disclose to third parties any and all information, in particular business or trade secrets, provided and entrusted or otherwise made known by or in connection with the offer or the initiation or execution of the contract. The Customer shall impose this obligation on all of its employees, advisers, agents, consultants or other persons engaged by the Customer.

2. HASSLACHER Group reserves all property rights, copyrights or other industrial property rights to illustrations, drawings, calculations, models or other documents which HASSLACHER Group provides to the Customer. Such documents may not be made accessible to third parties by the Customer without the written consent of HASSLACHER Group and may not be used or exploited outside the contractual relationship with HASSLACHER Group. At the request of HASSLACHER Group, such documents must be returned to HASSLACHER Group immediately upon termination of the contract (including any copies made) or destroyed.

#### X. Choice of Law and Place of Jurisdiction

1. All contractual relations shall be governed by the laws applicable where the respective HASSLACHER Group company acting as contractual counterparty has its registered office, excluding the application of its conflict-of-laws provisions and the United Nations Convention on Contracts for the International Sale of Goods. If Austrian law is not applicable, those provisions of the applicable law (if any) which correspond in content to the respective provisions of the ABGB or PHG mentioned separately in these GT&C shall replace the respective provisions of the ABGB and/or PHG. The registered office of such HASSLACHER Group company shall be the place of performance.

2. All disputes arising between the parties from transactions or in connection with the transactions concluded (also in the future) shall be finally and exclusively settled by the Court of Arbitration of the Vienna Commodity Exchange [*Wiener Warenbörse*] and under the Rules of Arbitration of the Vienna Stock and Commodity Exchange. Vienna shall be the place of arbitration. For the German companies of Hasslacher Group the arbitration rules of the German Arbitration Institute shall apply. The place of arbitration shall be Magdeburg for Nordlam GmbH and Frankfurt am Main for all other German companies of HASSLACHER Group.

#### XI. Final Provisions

1. Amendments and supplements to these GT&Cs shall only be legally effective if made in writing. This shall also apply to any departure from this written form requirement.

2. The term "in writing" is, apart from a postal letter, also understood to mean a telefax or an email. Any express or implied declaration of consent or waiver on the part of HASSLACHER Group in connection with a breach of contract by the Customer shall not be deemed to be a declaration of consent or waiver for other or future breaches of contract.

3. The English version of these GT&Cs is provided as working translation only. In case of any questions or interpretation the German version shall be used.

4. Written declarations by HASSLACHER Group can be effectively sent to the address last notified by the Customer.

5. If any provision in these GT&Cs is or becomes wholly or partly unlawful, invalid or unenforceable, the legal effectiveness of the remaining provisions shall remain unaffected hereby. Any unlawful, invalid or unenforceable provisions shall be replaced by an appropriate provision that most closely reflects what the parties intended or would have intended in accordance with the spirit and purpose of the contract, had they considered the point concerned. The same shall apply mutatis mutandis if the GT&Cs prove to be incomplete.

6. These GT&Cs shall apply in the relationship between the Customer and the following HASSLACHER Group companies:

**HASSLACHER Holding GmbH**, Commercial Register no. 258189s, Feistritz 1, 9751 Sachsenburg, Austria  
**HASSLACHER DRAULAND Holzindustrie GmbH**, Commercial Register no. 115808g, 9751 Sachsenburg, Austria  
**NORICA TIMBER Vertrieb GmbH**, Commercial Register no. 183354p, Feistritz, 9751 Sachsenburg, Austria  
**NORITEC Holzindustrie GmbH**, Commercial Register no. 211966s, Feistritz 1, 9751 Sachsenburg, Austria  
**HASSLACHER PREDING Holzindustrie GmbH**, Commercial Register no. 60202h, Wohlsdorferstr.1, 8504 Preding, Austria  
**HASSLACHER Holzbausysteme GmbH**, Commercial Register no. 365470g, Feistritz 1, 9751 Sachsenburg, Austria  
**Nordlam GmbH**, HRB 112001, Gasereistraße 1, 39126 Magdeburg, Germany  
**HASSLACHER Holzbauteile GmbH & Co. KG**, HRA 4248, Am Hundsrück 2, 63924 Kleinheubach, Germany  
**Gemson GmbH**, FN 300445g, Lainach 113, 9833 Rengersdorf, Austria  
**HASSLACHER Green Tower GmbH**, FN 381634b, Feistritz 1, 9751 Sachsenburg, Austria  
**Dickel-Holz GmbH & Co. KG**, HRA 3198, Bettenkamp 1, 57392 Schmallenberg-Bad Fredeburg, Germany

7. Should HASSLACHER Group expand to include further companies in addition to those mentioned above, HASSLACHER Group shall inform the Customer in writing of the name of such further companies. The application of this GT&Cs shall then also be deemed confirmed and agreed regarding the relationship between such companies and the Customer.