

**General Terms and Conditions of Business (T&Cs)
of Brüder Theurl GmbH (THEURL)
for roundwood purchasing**

§ 1 EXCESS

An excess of 1% of the total length – at least 6 cm for soft wood and 5 cm for hard wood – shall be added to the required length. If foreign bodies are expected to penetrate the ends during transport, a larger excess shall be added. The excess shall be disregarded when measuring the length.

§ 2 CONDITION OF TIMBER

The supplied goods shall be delivered flat and delimbed, and may only be treated with trunk preservative licensed in Austria; a treatment required shall be agreed in advance with the purchaser.

§ 3 CERTIFICATION

The vendor(s) shall declare its (their) participation in the certification system named on the reverse, receipt of the corresponding memo, acceptance of the applicable conditions and implementation of these in accordance with the operational possibilities. The required details (name and address of the vendor(s)) may be forwarded for the purposes of documentation (registration).

§ 4 TIMBER REMOVAL

At its own cost, the purchaser shall provide hauliers with sufficient haulage capacity and shall inform the supplier(s) or its (their) representative. Apart from barriers to performance according to Section 54 ÖHU (Austrian timber usages), the timber is deemed to have been accepted if it has been provided as stated on the reverse and the time of delivery or transfer with corresponding additional deadline has passed; the invoice shall then be issued; quality deteriorations and any required phytosanitary measures resulting from the non-transport or transfer (e.g. blue stain, beetle infestation, red stripe), for which the purchaser is responsible, shall be charged to it. In principle, the assortments specified in this contract shall be stored separately from other scheduled goods so that problemfree transport is possible with the shortest possible loading times using a crane truck. Difficult collection conditions must be reported to the purchaser before concluding the contract. Firewood and other timber, which do not correspond to the assortments and dimensions stated in this contract, shall be retained by the vendor. Wood chippings are not charged and shall be retained by the purchaser! Any firewood taken shall be charged at the day's standard firewood price.

§ 5 USE OF PATHS, STORAGE LOCATION

The logging, transport and removal must be performed technically correctly with the best possible protection of the forest ground and stock, paths, fences and storage location. The vendor shall inform the purchaser in writing of any transport restrictions or conditions relevant to the removal of the timber. Preventable damage shall be charged to the purchaser.

§ 6 TRANSFER: MEASUREMENT AND CATEGORISATION

Measurement shall be performed in the plant with a calibrated electronic device as promptly as possible, in any case within 3 working days after provision. Deviations from this by the purchaser only permitted with the prior consent of the supplier(s) (e.g. remark in the contract notes, remark on the delivery note, by telephone), in this case, separate storage and labelling on the saw in agreement with the supplier(s) at the purchaser's cost.

The time of transfer shall be advised promptly to the supplier(s). For works measurement and collection by the purchaser, the delivery note agreed between the Federal Association of Small Forest Owners (Bundeswaldbauernverband) and the Association of Austrian Sawmill Industry (Fachverband der Sägeindustrie Österreichs) shall be used. In consultation with the works management, the vendor(s) or its(their) representatives, authorized persons of the Chamber of Agriculture, forestry associations and approved timber surveyors shall be granted access during working hours to the roundwood transfer plants and to their client's temporary stores. It shall be possible for the vendor(s) and its (their) representative to attend the on-site measurement of its (their) timber. If the purchaser is responsible for

the removal, transfer or on-site measurement being delayed, the vendor(s) shall reserve the right, in consultation with the purchaser, to have the timber categorised and measured at the purchaser's cost. This measurement (quantitative and qualitative assessment of the timber) shall be uncontested and shall apply to the billing; otherwise the ÖHU shall apply.

§ 7 RETENTION OF TITLE

To the extent of the outstanding and unsecured claims, the timber shall remain the property of the vendor(s) to the same amount, irrespective of its location.

§ 8 POWER OF DISPOSAL

The vendor(s) shall state that it (they) are authorised to carry out logging under forestry legislation and to make this sale under civil law.

§ 9 SALES-TAX TREATMENT

By signing, the vendor(s) or its (their) representatives consent to the tax notification at the amount stated and with the charge to the purchaser (credit) as defined in the VAT Act 1994.

§ 10 PRIVACY POLICY FOR LOG PURCHASING

The seller agrees that his provided data, in particular the personal data of the contact person, may be processed regularly, also electronically, for the purpose of conducting the business relationship and internal representation.

When purchasing PEFC-certified logs, Brüder Theurl GmbH collects personal data (first and last name, address, date of birth) on behalf of PEFC Austria if you are not yet registered with PEFC. If you sell PEFC-certified logs to us, your data may be compared, checked and logged with the data of PEFC Austria during a random check.

If the goods are collected by a logistics partner, we will give them the name and the place of removal. In certain cases, particularly if you wish, we will also pass on the telephone number for further enquiries to our logistics partner. If the purchased wood is resold unprocessed or processed, we will not pass on the data of the seller to third parties, but only indicate the region from which the wood originates. We reserve the right to adapt this privacy policy to technical and legal requirements at any time.

The original version of this document was published in German. In the event of differences in the versions, the German version shall apply.

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