

General terms & Conditions of THEURL HOLZ ASSLING GmbH for Round Timber Contracts

§ 1 SCOPE OF VALIDITY AND CONCLUSION OF CONTRACT

Unless expressly agreed otherwise, these General Terms & Conditions (GTC) for Round Timber Contracts as amended apply to the seller (=supplier) for all business transactions between THEURL HOLZ ASSLING GmbH (=THEURL) and the supplier. They also apply to future business transactions until THEURL issues new GTCs, even if the aforementioned comes about without reference to these GTCs. In addition, unless otherwise specified in these General Terms & Conditions, the Austrian Timber Trade Practices (Österreichische Holzhandelsusancen, ÖHU) apply as amended. Regulations that conflict with or deviate from these General Terms & Conditions, in particular the supplier's general terms and conditions, are not recognised and are only part of the contract with the written consent of THEURL.

Acceptance of the purchase offer/purchase contract by the supplier must be effected by corporate signature. The offer/purchase contract can also be accepted through the digital ordering process of the online platform TIM used by THEURL, provided that the supplier has agreed to this in advance.

Obligation to provide information on subsidies: The supplier confirms that it has checked the relationship of subsidies or possible participation in subsidy programs in advance. If deadlines for delivery and invoicing by THEURL arise in the course of the subsidy processing, the supplier is obliged to inform THEURL of these at the time of conclusion of the contract, as otherwise compliance cannot be guaranteed. Later information from the supplier can no longer be taken into account and THEURL accepts no liability for any delays or resulting disadvantages. In addition, it is stated that THEURL is not liable in this context for weather-related delays in delivery caused by bad weather, snowfall or other unforeseeable circumstances.

Insofar as legal transactions are concluded in the area of the Consumer Protection Act (KSchG), these General Terms & Conditions only apply insofar as they do not necessarily contradict statutory provisions of the KSchG.

§ 2 EXCESS LENGTH

The trunk length may be larger than the total length by 1% – at least 6 cm for softwood and 5 cm for hardwood. If foreign bodies penetrate the end faces during supply or inaccuracies in the measuring process or separating cut are to be expected, a larger excess length shall be given. Damage due to incorrect moulding will be charged to the supplier. The excess length is not taken into account when measuring the length.

§ 3 CONDITION OF THE TIMBER

The delivered goods shall be delivered smoothly delimbed and may only be treated with tree protection agents approved in Austria; any treatment must be agreed with THEURL in advance. This applies to sales free forest road and free factory.

§ 4 CERTIFICATION

The supplier declares that it will participate in the certification system announced in the purchase contract, has received the corresponding information sheet, accepts the relevant specifications, and will implement them in accordance with the operational possibilities. For documentation (registration), the necessary data (name and address of the supplier) may be disclosed further.

§ 5 TIMBER REMOVAL, TRANSFER OF RISK AND OWNERSHIP

The risk of loss or damage to the goods, as well as civil law ownership of the goods, shall pass to THEURL only upon full unloading and acceptance of the timber on THEURL's premises (or at a storage location designated by THEURL), even in cases where THEURL has borne the costs of transport and/or felling. This also applies if the delivery term 'at the stump'/'standing timber' (stehendes Holz) has been agreed. The felled logs and timber remain the property of the supplier until they have been fully delivered and accepted at THEURL's premises (or at the agreed collection point). In particular, THEURL does not acquire ownership of the standing timber either through the felling of the trees or at any earlier stage. Any involvement on the part of THEURL in organising or commissioning felling, skidding, loading or transport services does not result in a transfer of responsibility for the production of the timber, nor does it result in an early transfer of ownership.

Force majeure (fire, lightning, machine breakdown, storms, natural disasters, etc.), war or measures similar to war, terror, official measures, strikes, lockouts and their consequences shall release THEURL from any contractual obligations without making it liable for damages. THEURL will inform the supplier immediately about the occurrence of these events.

Apart from the other obstacles to performance set out in Section 54(2) - (4) of the ÖHU, the timber shall be deemed to have been taken over once it has been made available as specified in the contract and the delivery or take-over date, together with any grace period agreed between the contracting parties, has elapsed. In that case, the supplier may provisionally invoice 80 per cent of the quantity agreed upon at an average price. The remaining amount shall become due upon actual delivery; any deterioration in quality and any necessary phytosanitary measures resulting from failure to collect or take delivery (e.g. blue stain, beetle infestation, red streaks) due to THEURL's fault shall be borne by THEURL.

The product ranges specified in the contract must, as a general rule, be stored separately from other goods in such a way that they can be removed without difficulty, with the shortest possible loading times, using a crane lorry (max. 2 loading points). The supplier shall ensure that the access road or route is passable by a standard timber lorry (total weight up to 26 tonnes). THEURL must be notified of any difficult collection conditions before the contract is concluded. If the timber is not stored in a manner suitable for handling, THEURL is entitled to charge the supplier for any additional costs incurred in loading or shipping the timber.

Firewood and other types of timber that do not comply with the grades and dimensions specified in this contract shall remain with the supplier. Splinter wood identified during measurement at the works shall be invoiced at the stated price for industrial fibrewood. Any industrial timber and other grades included incidentally shall be invoiced at the prevailing daily timber price, provided that no prices have been specified in the contract.

§ 6 RIGHT OF WAY, STORAGE SPACE

The felling, bringing and removal, if carried out by the supplier himself or if he commissions a third party to do so, must be carried out professionally and with the greatest possible protection of the forest floor and stock, the paths, fences, and the storage area. The supplier shall ensure in good time that the respective owner/entitled person confirms usability and agrees to the free use of all property, bridges, paths, and roads required for the delivery, storage and removal of the timber – this also applies to sales of standing timber. All road contributions (road use, road construction, road maintenance costs), snow clearing costs, transit compensation, etc., shall be borne by the supplier. In case that THEURL is responsible for transportation, the supplier must inform THEURL in writing in good time of any traffic restrictions or conditions relevant to timber removal. No claims for compensation can be made against THEURL for damage that occurs during normal and careful felling and bringing operations.

§ 7 ACCEPTANCE: MEASUREMENT & CLASSIFICATION

The measurement in the factory with a calibrated, electronic system occurs as soon as possible, at least within 5 working days after delivery. Deviations from this only with prior notification of the supplier (e.g. note in the purchase contract, note on the delivery note, by telephone) by THEURL; in this case, separate storage and labelling will take place in agreement with the supplier; this at the expense of THEURL.

The supplier must be informed in good time of the time of acceptance. In the case of factory dimensions and removal by THEURL, the corresponding delivery note from the "THEURL GO App" is used. In agreement with the plant management, the supplier or his representative, organs of the Chamber of Agriculture, forest farmers' associations and trustee wood cutters are allowed access to the round timber acceptance facility and to the interim storage facilities of their client during working hours. If industrial timber or firewood is also purchased, acceptance shall take place according to the method specified in the purchase contract or upon acceptance by the customer to whom THEURL delivers the goods.

§ 8 LEGALITY AND AUTHORITY TO DISPOSE OF ASSETS

The supplier confirms that it is legally entitled to harvest, fell and sell the timber. The timber must be free from any third-party rights or claims at the time of delivery. The supplier declares that the timber has been lawfully harvested, felled, transported and marketed, insofar as these activities were carried out by the supplier itself or by third parties acting on its behalf. The supplier is responsible for ensuring that the necessary official authorisations, consents and other requirements under public law are in place and complied with.

The supplier further undertakes to comply with Regulation (EU) 2023/1115 (EU Deforestation Regulation - EUDR), Regulation (EU) 2025/2650 amending the **EUDR**, and all amending, implementing and successor regulations issued in connection therewith, in their currently applicable versions, from the respective date of entry into force.

Insofar as the supplier is to be regarded as a market participant or as a person otherwise subject to obligations under the aforementioned regulations, they shall fulfil all due diligence, information, documentation and reporting obligations incumbent upon them. **Prior to the commencement of delivery**, they shall, without being asked, provide THEURL with all necessary information and evidence, in particular the **reference number of the due diligence declaration** or, where applicable, the **identification number**.

The supplier must inform THEURL in writing without delay as soon as it becomes aware of any circumstances that give rise to doubts as to the legality, traceability or conformity of the timber supplied. If there are reasonable grounds for doubt, or if the necessary evidence is not provided in full or by the deadline, THEURL shall be entitled to refuse to take delivery of the goods, to suspend acceptance, or to store goods already taken into its possession separately, at the supplier's expense and risk, until the matter has been clarified.

The supplier shall indemnify and hold THEURL harmless against all damages, costs, penalties, regulatory measures, third-party claims and other disadvantages arising from a breach of the above obligations or from information or evidence that is incorrect, incomplete or provided late. In the event of seizures, confiscations, recalls, restrictions on disposal or similar regulatory measures arising from circumstances within the supplier's sphere of control, the supplier shall bear all costs and losses arising therefrom.

§ 9 APPLICABLE VAT, INVOICING

With the signature, the supplier or his representative declares that he is entitled to the tax statement in the aforementioned amount or that he agrees to the invoice of THEURL (credit note) within the meaning of the VAT Act 1994 as amended. The credit is issued by electronic mail or post to the (email)

address provided by the supplier. Should essential data of the supplier (e.g. address, owner, type of business) change before invoicing (credit note), the supplier must inform THEURL of this in writing in good time.

In the event of late notification, THEURL reserves the right to charge or deduct a processing fee of EUR 20.00 for the administration of each credit change.

§ 10 APPLICABLE LAW & JURISDICTION

Austrian law applies to the contractual relationship between THEURL and the suppliers, **excluding** all bilateral and/or multilateral agreements relating to the purchase of movable objects, in particular excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws of the International Private Law Act (IPRG) and Rome I. Furthermore, the Austrian Timber Trade Practices (ÖHU) shall apply as amended – provided no deviating provisions are stipulated in these General Terms & Conditions. **The contract language is German.**

The competent court at the (main) headquarters of the THEURL company is responsible for deciding on all disputes arising from this contract. However, THEURL is also entitled to choose any other legally permissible place of jurisdiction, particularly the general place of jurisdiction of the contractual partner.

§ 11 DATA PROTECTION

The supplier agrees that the data provided within the framework of the business relationship may be processed regularly, also electronically, for the purpose of processing the contractual relationship and internal company presentation.

If the goods are picked up by a logistics partner, they will be informed of the name of the supplier and the place of collection; in certain cases, and on request, the telephone number for queries will also be passed on. If the purchased wood is resold unprocessed or processed, only the region from which the wood comes is stated. In certain cases, in particular for the purpose of processing/invoicing the subsidy, the data from the measurement logs are passed on to the responsible forest authorities/bodies.

Our data protection officer is available for questions about processing, your rights, objections and complaints: datenschutz@theurl-holz.at or +43 4855 8411-0. Suppliers can also find more detailed information in THEURL's data protection declaration, available at <https://www.theurl-holz.at/service/datenschutz>.

In addition, in the event of violations of legal provisions, you have the right to lodge a complaint with the supervisory authority: Austrian Data Protection Authority, Barichgasse 40-42, 1030 Vienna, Mail: dsb@dsb.gv.at.

§ 12 FINAL PROVISIONS

Should individual provisions of these General Terms & Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In this case, instead of the invalid provision, a new provision will be made that corresponds or comes closest to the economic purpose of the invalid provision or the presumed will of THEURL.

THEURL HOLZ ASSLING GmbH

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