

General Terms and Conditions of Business (GT&Cs) of ZÜBLIN Timber GmbH with regard to supply business with business customers (including contracts for work and supply)

1. Application of GT&Cs

These GT&Cs shall apply with regard to all goods and services supplied by us unless expressly otherwise agreed and only in so far as the customer is a business operator, public legal entity or public investment fund within the meaning of Section 310 (1) of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB). These GT&Cs shall not apply to consumers.

Derogating terms and conditions of business and/or other written and/or oral declarations of the customer shall only be legally valid if they have been expressly recognised by us in writing, whereby tacit consent may not be assumed. Derogations, additions or subsidiary oral agreements to these GT&Cs shall only apply if confirmed by us in writing.

These GT&Cs shall also apply to all future contracts irrespective of whether an order shall make express reference hereto, provided the legal transactions in question are of an associated type.

2. Conclusion of contract, contractual content

Our offers shall be subject to confirmation. There shall exist no obligation on our part to accept unsolicited purchase orders from the customer if such purchase orders are to be deemed offers under the terms of Section 145 of the German Civil Code.

A contract shall not be deemed concluded until the order placed by the customer has been acknowledged by us in writing. This shall also apply with regard to subsidiary agreements and assurances as well as subsequent contractual amendments.

We shall retain title to all of the offer documents, costings, illustrations, catalogues, drawings etc. passed to the customer. These must be returned immediately and as a matter of course in the event that a contract shall not be concluded. The same may not be either passed on, published or reproduced without our written approval. We shall retain copyright in respect of the technical representations transmitted by us.

The customer shall immediately check our order acknowledgement and the related documents in terms of completeness, indication of dimensions, etc. The same shall apply with regard to final drawings forwarded.

If our offer includes the performance of work (assembly, installation, etc.), the customer shall be under a duty to prepare the site in order to enable work to be carried out without hindrance. The customer shall enable the use of scaffolding, hook-ups for electric tools and the supply of electricity and water free of charge. The stemming and closing of holes and slits as well as additional plastering work shall not form part of the order. Such work shall only be undertaken further to a separate order and for a separate charge.

Parts supplied by us must be stored by the customer in a dry place and protected against damage and the impact of weather conditions. Unless otherwise agreed in the contract, the customer shall undertake unloading work at its own expense. Fixtures already existing shall be protected by the customer against damage.

The customer must ensure that assembly is possible on the date agreed with us and in particular that all requisite preliminary work shall have been completed. The customer shall confirm to us in writing at the latest two weeks prior to the specified date that assembly will be possible on said date. We shall be entitled to refuse to commence assembly work if the said preconditions are not fulfilled.

3. Delivery, transfer of risk, execution

Unless otherwise agreed, delivery shall be to the delivery address indicated by the customer. A delivery shall comprise only the performances stated in our order acknowledgement.

Dates and schedules for delivery and execution must be expressly agreed with us. Time limits for delivery and execution shall commence on the date of order acknowledgement, but not before clear specification of all commercial and technical preconditions pertaining to execution of the order, in particular approval of the drawings submitted and receipt of any agreed down payment. Time limits shall also not commence until the customer shall have submitted in full the documents, approvals and clearances, etc. which it must obtain. The right to assert non-fulfilment of contract remains reserved.

The customer shall be under a duty to notify us immediately of all known circumstances which could jeopardise adherence to deadlines.

If the customer is in default with regard to formal acceptance, or if the customer culpably breaches other duties of cooperation, we shall be entitled to claim indemnification of the loss incurred by us in such regard, including any additional expenses. The right to assert further claims remains reserved.

The agreed delivery and execution periods shall be extended, notwithstanding our rights based on default of the customer, by the period by which the customer fails to meet its obligations in relation to us. They shall be extended by a reasonable period if, further to contractual conclusion, circumstances shall arise which prevent timely contractual fulfilment or unreasonably hinder the same and which, despite the exercise of diligence as is reasonable in the circumstances, cannot legitimately be averted. Such circumstances shall include in particular war, market and operational disruptions, industrial dispute, official interventions, delay in the supply of raw materials and materials essential for our purposes, energy shortage, force majeure, etc.

If, as a result of such performance hindrances, delivery/execution on our part subsequently becomes impossible, or if such performance hindrances cannot be remedied within a reasonable period, we shall be entitled to withdraw from the contract. In such event, the customer shall be released from its duty of performance. Any further claims of the customer shall be excluded.

In all further and other respects, claims of the customer for default/impossibility of service or supply shall be limited to a maximum of 12% of the invoice value of the goods or services in respect of which we are in default or in respect of which delivery or performance has become impossible due to fault on our part. This limitation of liability shall not apply with regard to instances in which we are liable under mandatory law due to wrongful intent or gross negligence.

A delivery schedule shall be deemed to have been met if the customer has been notified of readiness for dispatch, but the goods cannot be dispatched on a timely basis through no fault on our part. Delivery and execution schedules shall also be deemed to have been met if a facility can be put to use although individual goods or services will only subsequently be supplied. Part deliveries shall be permissible.

Unless otherwise expressly agreed, delivery and transportation shall be at the risk of the customer. This shall also apply if carriage-paid delivery or installation is owed under contract.

Notwithstanding our rights based on default of the customer, risk shall pass to the customer as soon as a shipment shall have been handed to the carrier. If a delivery is delayed for reasons attributable to the customer (debt or acceptance default), then the risk of any accidental destruction or accidental deterioration in the items to be delivered shall pass to the

customer at such time as the customer defaulted in respect of debt or acceptance. In such event, we shall be entitled to store the goods at the cost and risk of the customer.

At the request of the customer, insurance against damage or loss in transit or breakage shall be taken out in the customer's name and for the customer's account.

Any damages claims on account of damage in transit, etc. shall be asserted by the customer directly against the carrier or, in so far as possible, against the insurance company.

Goods shall be packaged in the manner customary in the industry in so far as packaging is possible. Unless otherwise contractually agreed, packaging shall be charged at the lowest possible price and shall be non-returnable.

If, at our request, packaging material is returned in a flawless condition carriage-paid, the customer shall receive a credit note in the sum of two thirds of the calculated value. Claims arising from defects in packaging may not be asserted against us if packaging has been undertaken having regard to the requisite diligence and in the manner customary at our company.

In so far as fulfilment of any reciprocal contractual performance duties or obligations shall demonstrably become impossible for a party due to Covid-19 (SARS-CoV-2 virus), or as a result thereof, said party cannot be reasonably expected to fulfil said duties or obligations, the reciprocal contractual performance duties/obligations shall be suspended for the duration of the disruption and to the extent of the impact thereof. This shall also apply if such disruptions arise at a point in time at which we are in default. Any contractually agreed deadlines/periods shall be postponed for the duration of the disruption and to the extent of the impact thereof by the length of the period in which the preconditions giving rise to suspension of performance shall exist, whereby you shall not be entitled to claim damages based on such postponement. The party affected which is unable or which cannot be reasonably expected to render performance duties or obligations shall immediately inform the other party in writing as soon as it becomes aware of the event and the effects thereof on contractual fulfilment. This shall also apply when the circumstances under which the affected party is unable or cannot be reasonably expected to render performance duties or obligations shall end.

4. Customer collection

In the event that an obligation to collect has expressly been agreed (collection of goods by the customer ex works), then it shall be incumbent upon the customer to ensure professional collection and loading of the goods.

In so far as loading of the goods onto the customer's vehicle is only possible with the assistance of a forklift, we shall be liable for such service provision in the event of loss or damage. With regard to any loss or damage arising from a breach of contractual duty and not consisting in the loss or damage of the item, Section 433 of the German Commercial Code (*Handelsgesetzbuch*, HGB) shall apply.

Irrespective of the provision of a forklift by us and/or any assistance provided, loading of goods and removal shall remain the responsibility of the customer.

The statutory limitation on liability pursuant to Section 431 (1) of the German Commercial Code shall be limited in accordance with Section 449 of the said Code to an amount totalling 2 SDR (Special Drawing Rights).

In so far as required, the customer shall take out appropriate transportation risk insurance.

5. Prices, payment terms

Only the prices stated in our order acknowledgement shall apply. Additional services shall be charged separately.

Unless otherwise expressly agreed, all prices for delivery shall be ex works excluding packaging, shipping, freight and transport costs, as well as customs duties. Such costs shall be invoiced separately. Carriage, storage and similar charges shall also be borne by the customer. If delivery and assembly have been agreed, unless otherwise stated in the contract, prices shall be carriage paid to the construction site, including assembly costs.

Prices shall be net, exclusive of value added tax, which shall be added at the respective valid statutory rate.

The agreed prices shall apply on the condition that the commissioned goods or services are formally accepted in full.

In the case of a partial purchase order/any partial formal acceptance (partial cancellation of contract), we shall be entitled to invoice any resulting additional charges.

Invoices shall be payable within 30 days of the invoice date, without deduction. If part payments or instalment payments have been agreed, these shall be payable within eight days of receipt of a letter requesting payment.

Payments shall be made exclusively to our account as stated in the order acknowledgement. With regard to timeliness of payment, the date on which payment is received in the said account shall be determining. The deduction of discounts shall only be permissible subject to separate written agreement.

If the principal fails to make an agreed part payment or instalment payment on time despite setting of an extension of time for payment, we shall be entitled to suspend delivery/performance or, as we shall see fit, withdraw from the contract. In the event of withdrawal from the contract, we shall be entitled to assert our losses incurred including loss of profits for the part of the order not executed.

We shall not be under any obligation to accept bills of exchange or cheques. Acceptance thereof shall be only subject to clearance and based on a separate agreement conditional upon discounting, and without any warranty in respect of timely encashment and protestation. Credit notes in respect of bills and cheques shall be issued subject to receipt, with deduction of all expenses, the value date being the day on which we may draw upon the transaction amount.

6. Non-fulfilment, damages for non-fulfilment, offsetting, assignment

If we become aware of circumstances which cast serious doubt on the customer's creditworthiness, and if the customer is not able to dispel such doubts, we shall be at liberty to supply further goods and services only subject to advance payment. In addition, without withdrawing from the contract, we may temporarily prohibit the resale and processing of goods already supplied. Irrespective of the aforesaid, we reserve the right to withdraw from the contract or to claim damages for non-fulfilment.

If damages for non-fulfilment cannot be asserted, our damages claim shall be a flat rate of 20% of the agreed price. The right to assert further damages remains reserved. The customer shall be at liberty to provide documentary evidence to the effect that we have suffered no loss, or a lesser loss.

We shall be entitled to assign our damages claims.

Offsetting against our claims shall only be possible on the basis of counterclaims acknowledged by us or which shall have been determined by a final and non-appealable court judgment; otherwise, offsetting shall be precluded. Any right of retention on the part of the customer shall be excluded unless based on the same contractual relationship. In business transactions with traders who have full merchant status (*Vollkaufleute*), the assertion of a right of retention shall be generally precluded.

The transfer of rights and duties of the customer under the contract concluded with us shall require our written consent. The assignment of claims against us to third parties shall be precluded. This shall be without prejudice to the terms of Section 354a of the German Commercial Code.

The customer shall not be permitted any rights to refuse performance and/or rights of retention in relation to our claims unless the counterclaims asserted by the customer shall be undisputed, determined by a final and non-appealable court judgment or shall have reached the procedural point when all matters necessary for a decision have been presented.

7. Liability for defects (warranty)

In accordance with the generally accepted rules of engineering, we warrant that materials and workmanship shall be free of errors. All indications given in relation to our products, in particular the illustrations, drawings, and indications of weight, dimension and performance contained in our offers and printed material are however average values to be considered approximate. They constitute no quality guarantee but are descriptions or designations of particular goods or services.

With regard to any defects in goods or services – including the absence of warranted characteristics – we shall be liable as follows, to the exclusion of any further claims:

Warranty rights of the customer shall require that the latter shall have a duly complied with its obligations to undertake checks and notify defects, which obligations are incumbent upon the customer pursuant to Section 377 of the German Commercial Code.

We must always be provided with the opportunity to rectify defects within a reasonable period. As we shall see fit, parts shall be either repaired free of charge or new parts shall be supplied, where such parts turn out to be unusable or where the usability thereof is substantially impaired within a period of six months as a result of a circumstance existing prior to transfer of risk, in particular in respect of defective construction, faulty construction materials, defective manufacture, etc. We shall in this context only bear the costs required for the purposes of such rectification.

Defects must be notified to us in writing immediately, and at the latest within seven days, following receipt of goods at their destination; defects which are not immediately identifiable must be notified within the same period once identified. If the said notification periods are not met, any claims on the part of the customer shall be forfeited.

If we fail to meet our duty to rectify defects within a reasonable period, despite having received at least two requests to do so, or if rectification or replacement fails at least twice, the customer may, to the exclusion of further claims, request a reduction in cost or, in the event that it would be inequitable to invoke the right to a reduction, request cancellation of contract.

In the case of illegitimate complaints as to defects which give rise to extensive follow-up checks, the costs of such checks may be charged to the customer.

The return of goods shall require our express written consent and shall be at the cost and risk of the customer.

No liability shall be assumed for defects and/or losses arising for the following reasons: unsuitable or improper use of the items supplied, defective assembly/commissioning by the customer or third parties, normal wear and tear, defective or negligent handling, excessive loading, use of unsuitable operating materials, lack of requisite building facilities, or chemical, electrochemical or electrical influences, unless due to fault on our part. If the customer or third parties undertake improper repair work or alterations, then also with regard thereto and the consequences arising therefrom, no claims may be asserted on the basis of defects.

Furthermore, no liability shall be assumed for delivered parts subject to excessive wear and tear as a result of their composition or type of use.

Since colours/dyes may change over the course of time, our warranty shall not extend to any colour changes.

The warranty period for the delivery of replacement items and repairs shall be only three months. However it shall run at least until the expiry of the original warranty period for the goods or service in question.

We shall hold title to replaced parts, which may be taken into possession by us.

8. Damages claims of the customer

In so far as permitted under statute, and irrespective of the legal nature of the claim asserted, any damages claims on the part of the customer shall be excluded. This shall apply in particular with regard to all claims based on *culpa in contrahendo*, breach of subsidiary duties or in particular claims arising from producer liability under Section 823 of the German Civil Code.

The above exclusion shall not apply in so far as mandatory and inalienable liability for damages exists under statute due to wrongful intent or gross negligence or based on warranted characteristics.

With regard to minor negligence, we shall only be liable in the event of breach of a material contractual duty, the fulfilment of which is essential to enabling due and proper execution of the contract and on which the customer shall generally be entitled to rely.

Similarly, the above exclusion shall not apply in the event of damages arising from causation of death, bodily injury or damage to health, claims of the customer under Sections 1 and 4 of the German Product Liability Act (*Produkthaftungsgesetz*), as well as initial inability to perform or impossibility attributable to us. In so far as our liability is excluded or limited, this shall also apply with regard to the personal liability of our employees, workers, field representatives and vicarious agents.

Claims of the customer under producer liability law shall become statute barred one year from the date of first awareness or grossly-negligent failure to become aware of the circumstances giving rise to the claim and of the identity of the person under a duty of indemnification, in so far as we cannot be accused of wrongful intent or gross negligence and the losses in question do not involve causation of death, bodily injury or damage to health.

9. Retention of title

We shall retain title to the items supplied by us until full settlement of all claims under the business relationship with the customer, including all subsidiary claims and until the encashment of bills and checks presented in relation thereto. This shall also apply with regard to all future deliveries of goods, even if we do not always expressly invoke this retention.

For as long as title has not passed to the customer, the customer shall be under a duty to handle with care the items delivered. In particular, the customer shall be under a duty to adequately insure the items against theft and fire at its own expense. If maintenance and

inspection work need to be carried out, the customer shall execute the same on a timely basis at its own expense.

The customer shall be expressly permitted to resell the delivered items subject to retention of title. However, it may only do so within the framework of its ordinary business operations and provided it is not in arrears with payment. The customer shall assign to us upon contractual conclusion the claims arising from any sale of goods subject to retention of title, including all subsidiary rights, plus profit margin and any assembly costs, and we hereby accept such assignment.

The customer shall be authorised to collect the claims hereby assigned to us in advance on our behalf, but for its own account and at its own risk, whereby, however, this shall be contingent upon fulfilment by the customer of its contractual obligations in relation to us. We may revoke such authorisation at any time. Upon request from us, the customer shall be under a duty to notify assignment to the third-party debtors and to provide us with the information and documents required for the purpose of asserting our rights.

Any reworking or processing or reconfiguration of goods subject to retention of title by the customer shall be undertaken on our behalf as manufacturer within the meaning of Section 950 of the German Civil Code, but without imposing any duty upon us. The processed goods shall be deemed goods subject to retention of title within the meaning of these GT&Cs, with the result that the customer's expectant right in the reconfigured item shall continue to exist. If the goods supplied by us are processed, combined or inseparably mixed with other items not belonging to us, we shall acquire joint title in respect of the new item in the proportion of the objective value of the goods delivered by us and subject to retention of title in relation to the value of the other goods used, as at the time of processing, combination or mixing. The customer hereby assigns upon conclusion of contract any rights of title or joint title accruing to the customer in respect of the new item to ourselves and shall hold the new item in safekeeping on our behalf with due commercial diligence. The rights of joint title thereby arising shall be deemed equivalent to goods subject to retention of title within the meaning of these GT&Cs.

Any pledging or assignment as collateral in respect of the goods subject to our rights shall be excluded in the absence of our express consent. If the performance, collection or securing of our claims is jeopardised as a result of our collateral having been attached by third parties, or by other interventions of third parties, the customer shall be required to notify us thereof immediately. In this regard, we must be provided with all data which we require in order to be able to enforce our collateral in relation to third parties. In so far as a third party shall not be in a position to indemnify us in respect of our court costs and out-of-court costs associated with bringing a claim pursuant to Section 771 of the German Code of Civil Procedure (*Zivilprozessordnung*, ZPO), the customer shall be liable for the loss suffered.

If the items supplied and subject to retention of title shall be at risk from third parties, we shall be entitled to repossess the goods for safekeeping, at the risk and cost of the customer, until settlement in full of our claims, without withdrawing from the contract.

If the customer is in arrears with a payment arising from the business relationship, we shall be entitled to reclaim the goods subject to retention of title and to cover our claims by way of compulsory auction or open-market sale. The proceeds from such realisation shall be used to cover our claims including the costs of legal action and the costs of realisation. Any surplus proceeds remaining shall be due to the customer. Repossession of goods shall not be deemed withdrawal from the contract.

If the value of the collateral provided to us exceeds the value of our claims in total by over 20%, then at the request of the customer, we shall be under a duty to release collateral of our choice in the value of the said excess amount.

10. Data protection

We would point out that we shall only process the information which we require from you for the purpose of contractual execution. This shall naturally also include the requisite personal data. If you wish to obtain information relating to the processing of personal data in this regard, it is available here: https://cml.strabag.com/geschaeftspartnerinformation_DE.php. The relevant processing is undertaken on the basis of Article 6(1)(1)(b) GDPR.

11. News releases

News releases concerning our services shall only be permissible further to prior written consent. Any trade secrets and confidential disclosures becoming known in connection with service provision may not be passed on to third parties. In the event of a breach, the customer shall inter alia be entitled to damages. For each instance of intentional violation of these terms, the customer undertakes to pay to us a contractual penalty of 0.2% of the net order amount, but at least EUR 5,000.00. The right to assert further damages claims shall remain reserved, and the contractual penalty imposed shall be offset against claims asserted.

12. Place of performance and place of jurisdiction

Place of performance and place of result in respect of all goods and services of the contractor shall be Aichach, unless otherwise stated in the order acknowledgement.

Unless mandatory provisions of law shall so prevent, place of jurisdiction with regard to all disputes under this contract shall be Aichach.

13. Final provisions

The law of the Federal Republic of Germany shall apply, to the exclusion of the terms of the UN Convention on the International Sale of Goods and conflict-of-law rules.

The validity of the contract shall not be affected by the invalidity of any individual terms or omissions. The parties undertake to replace any invalid term or make good any omission by way of a valid provision which comes as close as possible to the purpose and intention of the replaced or omitted provision.