

General Terms and Conditions of Business (GT&Cs) of ZÜBLIN Timber GmbH with regard to supply business with consumers (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 consumer. A consumer within the meaning of the statutory definition (Section 13 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB)) shall be any individual entering into a legal transaction for a purpose not predominantly attributable to the consumer's trade or self-employment. These GT&Cs shall not apply to business customers.

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.

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.

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

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, offsetting, refusal to supply

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.

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.

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.

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)

The statutory provisions shall apply.

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.

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.

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

8. Damages claims of the customer

In the case of wrongful intent and gross negligence, we shall bear unlimited liability; the same shall also apply with regard to losses arising in connection with causation of death, bodily injury or damage to health. With regard to a breach of duty resulting from minor negligence, adherence to which duty is essential for achieving the purpose of the contract (a primary contractual duty), our liability shall be limited in amount to such loss as is foreseeable and typical in accordance with the nature of the transaction in question (sales shipment, providing forklift service, etc.). This shall be without prejudice to liability under the German Product Liability Act (*Produkthaftungsgesetz*).

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.

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.

Any reworking or processing or reconfiguration of goods subject to retention of title by the customer shall not be permitted. In so far as the same shall however be undertaken, this shall be 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.

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. 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.

With regard to place of jurisdiction, the statutory rules shall apply.

12. Information on resolution of consumer disputes

We would state that, unless otherwise expressly agreed in an individual instance, we do not participate in dispute resolution procedures before any consumer conciliation boards under the German Act on Alternative Dispute Resolution in Consumer Matters (*Gesetz über die alternative Streitbeilegung in Verbrauchersachen*, VSBG).

13. Final provisions

The law of the Federal Republic of Germany shall exclusively apply to the contractual relationship, to the exclusion of UN law 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.