

Art. 1 Scope, written form

1.1 Our General Terms and Conditions ("GTC") apply exclusively. They apply to entrepreneurs (§ 14 German Civil Code, "BGB"), legal entities under public law and special funds under public law. In addition - insofar as they do not contradict these GTC - the customs in the timber trade, in particular the "Tegernseer Gebräuche" (Tegernsee customs) in the respective valid version with their appendices and their annex shall apply. Deviating general terms and conditions of the customer shall not be recognized by us unless we have agreed to their validity in writing. Our GTC shall also apply if we carry out the delivery to the customer without reservation in the knowledge of deviating general terms and conditions of the customer. These GTC apply in particular to contracts for the sale and/or delivery of movable goods ("goods"), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 650 BGB).

1.2. The contractual relationship between the parties shall be governed by the following provisions in this order, unless mandatory statutory provisions to the contrary apply:

- the contents of our order confirmation including the special and general technical conditions listed therein
- these terms and conditions of sale and delivery
- the "Tegernseer Gebräuche" (Tegernsee Rules)
- the statutory regulations

1.3 Any agreements made between us and the customer in connection with this contract as well as any legally relevant statements and notifications of the parties concerning the contract (such as deadlines, notification of defects, withdrawal from contract or such) must be made, respectively submitted, in writing, i.e. in written or text form (such as by mail, e-mail, fax). Insofar as these General Terms require any statements "in writing", this is to be understood in the above sense (written or text form). Any specifications must be confirmed by the customer in writing. The warranty statements must be made in the written form. Any verbal commitments made by our representatives or agents require our confirmation in writing.

1.4 These terms and conditions shall also apply to any future contracts made with the customer.

1.5 References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly modified or expressly excluded in these GTC.

Art. 2. Offer, contract documents

2.1 Our offers are subject to confirmation. We can accept contractual offers from the customer within four weeks. Acceptance can be declared either in writing by order confirmation or by delivery of the goods to the customer.

2.2 We reserve the property rights and copyrights to illustrations and drawings, calculations and other files or documents which we have provided to the customer - also in electronic form; they may not be made accessible to third parties without our express written consent.

2.3 Documents such as samples, brochures, catalogues, illustrations, drawings, weights and dimensions are only approximate unless they are expressly declared binding in writing. In particular, references to technical standards and other information contained in these and our other documents only serve to describe performance and do not contain any guarantee commitments, in particular no guarantee of quality or durability.

2.4 Insofar as we make recommendations for the use of our goods, these are given by us to the best of our knowledge. Due to the large number of different possible uses, we do not accept any liability for the suitability of the goods for a particular use, unless we have expressly guaranteed the suitability in writing. The customer himself is responsible for checking the suitability of the goods for his intended use.

2.5 Cost estimates shall be remunerated.

Art 3 Delivery, transfer of risk, acceptance, default of acceptance

3.1.1 Delivery shall be "ex works", which is also the place of performance for the delivery and any subsequent performance. At the customer's request and expense, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Shipment shall always be made, even in the case of delivery from a place other than the place of performance, for the account and - even in the case of carriage paid delivery - at the risk of the customer. Subject to other contractual provisions, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. If expressly requested by the customer, we shall cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the customer.

3.1.2 In the event of agreed delivery, delivery shall be made free curbside at the agreed unloading point on the condition of an access road that can be driven on by a heavy goods vehicle. In this case, the customer is obliged to provide expert personnel and any necessary technical equipment in good time. The customer shall establish any necessary transport routes at his own expense. It is assumed that our vehicle can drive directly to the unloading location and be unloaded without delay. All preparations by the customer for the delivery of the goods must be completed before the arrival of our employees. If the delivery is delayed through no fault of ours, the customer shall bear the additional costs incurred as a result, in particular the costs for waiting time and further necessary travel by our personnel deployed for this purpose.

3.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest when the goods are handed over to the customer. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. This shall also apply if we have contractually undertaken (e.g. by means of the clause "free domicile") to bear the costs of the shipment. Assistance by our employees in loading, transport or unloading does not imply any change in these provisions on the transfer of risk.

3.3 If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, we shall charge a lump-sum compensation in the amount of EUR 50.00 per calendar day beginning with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for shipment, but not exceeding 10% of the net purchase price.

Proof of higher damages and our statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

Art. 4 Prices, terms of payment, liquidated damages, set-off and right of retention

4.1 Unless otherwise agreed, all prices are ex works, excluding freight, packaging, insurance, customs duties, foreign taxes, etc. plus the applicable value added tax.

4.2 In the case of a sale by delivery to a place other than the place of performance (Art. 3.1.1 sentence 2), the Buyer shall bear the transport costs ex warehouse

and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the buyer.

4.3 The price list valid on the date of the order shall apply to orders. If material price or wage increases occur between order creation and delivery, we reserve the right to adjust the price accordingly.

4.4 Unless otherwise agreed, invoices shall be settled within 14 days of the date of the invoice and delivery or acceptance of the goods. Upon expiry of the aforementioned payment period, the customer shall be in default even without a reminder. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 HGB) remains unaffected.

Furthermore, we are entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

4.5 If goods delivered by us are taken back without us being obliged to do so, they shall be credited to the customer as follows, without prejudice to the assertion of claims for damages, and set off against our outstanding claims:

Up to one month after delivery at 75 % of the invoice amount

up to three months after delivery at 50 % of the invoice amount

We and the customer reserve the right to prove a greater or lesser reduction in value in individual cases.

Returns outside the warranty shall be made at the expense of the customer. Art. 7 remains unaffected.

4.6 Insofar as we can claim damages instead of performance or we allow the order to be cancelled, a lump sum for damages of at least 15% of the order amount is agreed. However, the customer shall be entitled to prove that we have incurred no damage or significantly less damage as a result of the delay in payment, termination or cancellation.

4.7 We are not obliged to accept payment by cheque or bill of exchange. If we accept such, this shall only be on account of performance.

4.8 If it becomes apparent after the conclusion of the contract (e.g. by filing for insolvency proceedings) that our claim to the purchase price is jeopardised by the customer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected. If, in addition, after conclusion of the contract, we become aware of circumstances for which the customer is responsible and which call his creditworthiness into question (e.g. default), we may declare the entire remaining debt, including those from other invoices, due for payment. This shall also apply in the event of the prior acceptance of bills of exchange or cheques, which in these cases shall be returned against cash payment.

4.9 The customer shall only be entitled to rights of set-off or retention insofar as its claim has been legally established or is undisputed or the counterclaim is based on the same contractual relationship. The above prohibition of set-off or exclusion of the right of retention shall not affect the customer's counter rights in the event of defects in the delivery, in particular pursuant to Art. 6.5 sentence 2 of these general terms. The counterclaim is excluded.

Art. 5 Delivery times, partial deliveries, right of withdrawal

5.1 Delivery periods or delivery dates must be stated in writing and may be agreed as binding or non-binding, whereby, in the absence of any other designation, the stated delivery periods or delivery dates shall be deemed non-binding. Delivery periods shall commence upon conclusion of the contract, but not before all technical questions have been clarified. If no delivery periods have been agreed, delivery shall be made as soon as possible.

5.2 The customer may request our delivery six weeks after exceeding a non-binding delivery date or a non-binding delivery period. Upon receipt of the written request, we shall be in default, provided that the legal requirements pursuant to § 286 BGB are met.

5.3 Even in the event that a binding delivery date has been agreed or a binding delivery period has been exceeded, the occurrence of default shall require, in addition to the existence of the statutory requirements (§ 286 BGB), a written request from the customer after the expiry of the binding delivery date or the binding delivery period.

5.4 Partial deliveries are permissible insofar as they are reasonable.

5.5.1 Unless otherwise agreed, we shall not be responsible for delays in delivery due to force majeure or other circumstances for which we are not responsible, in particular traffic and operational disruptions, strikes, lockouts, shortage of raw materials, war.

5.5.2 If we are unable to deliver within the agreed delivery period under the conditions specified in Art. 5.5.1, the delivery period shall be extended accordingly. The same shall apply in the event of late or incorrect delivery by third parties for which we are not responsible.

5.5.3 If there is an impediment to delivery for which we are not responsible, in particular within the meaning of Art. 5.5.1 and Art. 5.5.2, beyond the extended delivery period specified in Art. 5.5.2, we shall be entitled to withdraw from the contract.

5.6 If we are unable to meet the agreed delivery time, the customer shall be obliged to declare at our request within a reasonable period of time whether he continues to insist on delivery or whether, insofar as the preconditions exist, he withdraws from the contract and/or demands compensation for damages instead of performance. If he does not declare himself, we shall be entitled to withdraw from the contract after the expiry of a reasonable period.

5.7 If we are in default of delivery, our liability for default shall be limited to a maximum of 5% of the net price (delivery value) of the goods delivered late.

5.8 The rights of the customer pursuant to Art. 7 of these GTC and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

Art. 6. Claims for defect

6.1 The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title, unless otherwise stipulated below. In all cases, the special statutory provisions remain unaffected in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (supplier's recourse pursuant to §§ 478 BGB).

6.2. The basis of our liability for defects is above all the agreement reached on the quality of the goods. All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by us (in particular in catalogues or on our Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on the quality of the goods. We accept no liability for public statements made by the manufacturer or other third parties (e.g. advertising statements).

Wood is a natural material whose characteristics include, in particular, natural differences in colour and structure within a type of wood; these do not constitute a defect. Board shrinkage due to drying is also a natural process and does not constitute a defect. The same applies to material-related deviations from the illustrations in catalogues or samples on which the order is based, in particular deviations in colour or grain; deviations of this kind do not constitute a defect.

6.3 As a matter of principle, we shall not be liable for defects of which the customer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB). The customer's claims for defects further require that he has fulfilled his statutory obligations to inspect and give notice of defects (§ 377 HGB). Delivered goods are to be inspected by the customer immediately after delivery, insofar as this is feasible in the ordinary course of business. In the case of building materials and other goods intended for installation or other further

processing, an inspection must in any case take place immediately before processing. If a defect becomes apparent during delivery, inspection or at any later point in time, we must be notified of this in writing without delay, at the latest within 3 days. If the customer fails to properly inspect the goods and/or notify us of a defect, our liability for the defect not notified or not notified in time or not notified properly shall be excluded in accordance with the statutory provisions.

The customer is not released from his obligation to inspect the goods even in the event of recourse by the entrepreneur pursuant to § 478 BGB. If in such cases he does not immediately report the defect asserted by his customer, the goods shall also be deemed to have been approved in view of this defect.

6.4 Insofar as there is a defect, we are entitled to determine the type of subsequent performance, taking into account the type of defect and the justified interests of the customer. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

6.5 We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer shall be entitled to retain a reasonable part of the purchase price in relation to the defect.

6.6 The customer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item or the re-installation if we were not originally obliged to install it.

6.7 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions if there is actually a defect. Otherwise, we may demand reimbursement from the customer of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognisable to the customer.

6.8 If the supplementary performance has failed or a reasonable deadline to be set by the customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.

6.9 Claims of the customer for damages or reimbursement of futile expenses shall also exist in the case of defects only in accordance with Art. 7 and are otherwise excluded.

Art. 7 Other liability

7.1 Unless otherwise provided in these General Terms including the following provisions, we shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

7.2 We shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable in accordance with statutory provisions, subject to a milder standard of liability

(a) for damages resulting from injury to life, body or health,

(b) for damages arising from the not inconsiderable breach of a material contractual obligation (an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and the observance of which the contractual partner regularly relies on and may rely on); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage. In the case of Art. 7.2 sentence 2(b), our liability is excluded if the damage is insurable by an insurance policy to be taken out by the customer; notwithstanding this, our liability in the case of Art. 7.2 sentence 2(b) is limited to an amount of € 15,000.00.

7.3 The limitations of liability resulting from Art. 7.2 shall also apply in the event of breaches of duty by or in favour of persons for whose fault we are responsible in accordance with statutory provisions. They do not apply insofar as we have

fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the customer under the Product Liability Act.

7.4 Due to a breach of duty that does not consist of a defect, the customer may only withdraw or terminate if we are responsible for the breach of duty. A free right of termination of the customer (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

7.5 There is a special provision for damages caused by delay in Art. 5.7.

Art. 8 Statute of limitation

8.1 Notwithstanding §§ 438 para. 1 no. 3, 634a para. 1 no. 1 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall begin with acceptance.

8.2 However, if the goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory regulation (§§ 438 para. 1 no. 2, 634a para. 1 no. 2 BGB). Other special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB) shall also remain unaffected.

8.3 The above limitation periods shall also apply to contractual and non-contractual claims for damages of the customer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. However, claims for damages by the customer pursuant to Art. 7.2 sentence 1 and sentence 2(a) as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

Art. 9 Retention of title

9.1 We retain title to the delivered goods until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims). This shall also apply if our claims have been included in a current account and the balance has been struck and recognised.

9.2 The customer is obliged to treat the delivered goods with care. The customer must carry out any necessary maintenance work in good time at his own expense. In particular, the customer is obliged to sufficiently insure the delivered goods against fire, water and theft damage at replacement value at his own expense. Unless otherwise agreed, the benefits from the insurance shall be used in full for the reinstatement of the object of purchase. If, in the event of severe damage, repair is waived with our consent, the insurance benefit shall be used to repay the purchase price and the prices for our ancillary services.

9.3 The customer shall inform us immediately in the event of loss, destruction or damage to the goods subject to retention of title and, upon first request, provide us with all damage documentation and assessment relating to the subject matter of the contract as well as all documents required for the settlement of claims with the insurance company.

9.4 The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. In the event of seizures and other interventions by third parties, the customer must refer to our ownership and must notify us immediately in writing so that we can protect our rights (e.g. action pursuant to § 771 ZPO). The same shall apply in the event that an application has been made to open insolvency proceedings against the customer's assets. Insofar as the third party is not in a position to reimburse us for the costs incurred in this respect, the customer shall be liable for the loss incurred by us.

9.5 In the event of conduct by the customer in breach of the contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand surrender of the goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; we are rather entitled to demand only the return of the goods and to reserve the right of

withdrawal. If the customer does not pay the purchase price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

9.6 Until revoked in accordance with Art. 9.6.3, the customer is entitled to resell and use the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

9.6.1 The retention of title extends to the products resulting from the processing, mixing or combining of our goods at their full value, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

9.6.2 The customer hereby assigns to us by way of security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the customer stated in Art. 9.4 shall also apply in respect of the assigned claims.

9.6.3 The customer remains authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations towards us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right pursuant to Art. 9.5. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we are entitled to revoke the customer's authority to further sell and process the goods subject to retention of title.

9.6.4 If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

Art. 10 Place of performance, applicable law, venue

10.1 The place of performance for all services arising from the contract and these General Terms is DE-88167 Grünenbach, Federal republic of Germany.

10.2 The contract and these General Terms shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

10.3 If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in DE-88167 Grünenbach. The same applies if the customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code). However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these General Terms or a prior individual agreement or at the general place of jurisdiction of the customer. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

Art.11 Severability clause

Should any provision of the contract and these General Terms be or become invalid, this shall not affect the validity of the remaining provisions of the contract or these General Terms.

Art. 12 Data processing information

You will find information on data protection on our homepage at www.poschenrieder-holz.de/de/datenschutz.html.

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