

General terms & Conditions of Brüder Theurl 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 Brüder Theurl 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 (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

The risk of loss of or damage to the goods only transfers to THEURL upon unloading on THEURL's premises, even if THEURL has assumed the costs for transportation. Force majeure (fire, lightning, machine breakdown, storms, natural disasters, etc.), war or measures similar to war, terror, official measures, strikes, lockouts and their consequences 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 according to § 54 para 2 - 4 ÖHU, the timber is deemed to have been accepted if the provision specified in the contract occurs and the delivery or acceptance time has elapsed with a corresponding grace period agreed between the contracting parties.

Then the supplier can provisionally invoice 80% of the mutually determined quantity at an average price. The balance is due upon actual delivery; Deterioration in quality and any necessary phytosanitary measures due to failure to remove or accept (e.g. blue stain, beetle infestation, red stripe) for which THEURL is responsible shall be borne by THEURL.

The assortments specified in the contract must always be stored separately from other goods in such a way that they can be removed with problem with the shortest possible loading times using a crane truck (max. 2 locations). The supplier guarantees that the removal road/path can be driven on with a standard timber truck (total weight up to 26 tons). THEURL must be informed of difficult removal conditions before the contract is concluded. If the timber is not stored by a crane, THEURL has the option of charging the supplier for the additional costs for loading or unloading. Firewood and other types of timber that do not correspond to the ranges and dimensions specified in this contract remain with the supplier. Slivers/splintered wood found in the factory dimension will be invoiced at the industrial pulpwood price. Industrial timber and other assortments that are supplied unintentionally will be billed at the usual daily timber price if no prices have been fixed 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 ex stock. 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 & AUTHORISATION

In accordance with Regulation (EU) 995/2010, the supplier confirms that he has harvested the timber in compliance with the applicable legal provisions relating to logging, if he carries out the logging himself or commissions third parties to do so. The supplier expressly declares that he is entitled to undertake this felling under forest law and to this sale under civil law. He is liable for obtaining and complying with any necessary official approvals and will indemnify THEURL and protect it from related damage and claims. The supplier further assures that the goods are free from third-party rights and claims or that these do not provide any conflict. In the case of third-party bans, confiscations, etc., the costs shall be borne by the supplier. This also applies to sales from stock.

§ 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 <http://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.

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