

Wood IQ GmbH

General Terms of Delivery and Payment

I. Scope

1 The following terms of sale apply to all contracts between the purchaser and us for the supply of goods. They also apply to all future business relations, even if they are not expressly agreed again. Deviating conditions of the purchaser which we do not explicitly acknowledge, are not binding on us, even if we do not expressly contradict them. The following conditions of sale shall also apply if we carry out the purchaser's order unconditionally, although we are aware of conflicting or deviating conditions of the purchaser.

2 In the contracts all agreements that have been made between the purchaser and us to carry out the contracts of sale are set out in writing.

3 In individual cases agreements reached between the parties (including collateral agreements, supplements and amendments) shall always take precedence over these terms and conditions.

4 Our offers are only valid for commercial customers. Consumers in terms of § 13 BGB are not supplied.

II. Offer and Conclusion of Contract

1 An order of the purchaser which represents an offer to conclude a purchase contract can be accepted by us within two weeks by sending an order confirmation or by sending the ordered products within the same period.

2 Our offers are non-binding and without obligation, unless we have expressly designated them as binding.

3 On all figures, calculations, drawings and other documents, we reserve our rights of ownership, copyright and other proprietary rights. The purchaser may forward these documents to third parties only with our written consent, regardless of whether or not we have marked them as confidential.

III. Terms of payment

1 Our prices are ex works excluding packaging, unless otherwise specified in the order confirmation. Our prices do not include the statutory rate VAT, which is shown separately in the invoice at the rate applicable on the date of the invoice.

2 A cash discount is allowed only with a special written agreement between us and the purchaser. The purchase price is payable net (without deduction) by the purchaser immediately upon receipt of the invoice, unless there are any other payment conditions mentioned in the order confirmation. A payment shall be deemed to have been made when we can dispose over the amount. In the case of payment by cheque, payment will only be considered as completed when the cheque has been cashed.

3 If the purchaser is in default of payment, the statutory provisions shall apply.

4 The purchaser is only entitled to offset claims if the counterclaims are legally established, accepted by us or are undisputed, even if complaints

or counterclaims are valid. The purchaser is only entitled to exercise a lien, if his counterclaim is based on the same contractual relationship.

IV. Delivery and Performance

1 Delivery dates or deadlines which have not been expressly agreed as binding, are exclusively non-binding. The specified delivery period does not begin until all technical issues have been clarified. Likewise, the purchaser has to fulfill all his obligations properly and on time.

2 If the underlying purchase contract is a fixed transaction within the meaning of § 286 Section 2 No. 4 BGB or § 376 HGB, we will be liable according to legal regulations. The same applies if, as a result of a delivery default attributable to us, the purchaser is entitled to claim the discontinuance of its interest in the further performance of the contract. In this case, our liability will be limited to the foreseeable, typically occurring damage if the delay in delivery is not a deliberate breach of contract which is attributable to us or one of our representatives or vicarious agents.

We are also liable to the purchaser for late delivery in accordance with the statutory provisions if this is due to a willful or grossly negligent breach of contract on our part or on the part of one of our representatives or vicarious agents. Our liability is limited to the foreseeable, typically occurring damage if the delay in delivery is not attributable to a deliberate breach of contract on our part.

3 In the event that a delay in delivery attributable to us is due to the culpable breach of an essential contractual obligation, whereby any fault of our representatives or vicarious agents shall be deemed to be attributable to us, we will be liable according to the legal regulations with the provision that in this case the liability is limited to foreseeable and typically occurring damages.

4 Otherwise, in the case of a delay in delivery attributable to us, for each completed week of delay the purchaser can claim fixed compensation in the amount of 1% of the contract value, however, the amount shall not exceed 5 % of the delivery value.

5 Any further liability for a delay in delivery attributable to us is excluded. Any further legal claims and rights of the purchaser to which he is entitled in addition to the claim for damages due to a delay in delivery attributable to us are not affected.

6 We are entitled to make partial deliveries and partial services at any time, provided this is reasonable for the customer.

7 If the purchaser is in default of acceptance, we will be entitled to demand compensation for the resulting damages and any additional expenses. The same applies if the purchaser culpably breaches his obligations to cooperate. With the occurrence of the acceptance or debtor default, the risk of accidental deterioration and accidental loss shall pass to the purchaser.

V. Transfer of risk, shipping, packaging

1 Loading and shipping are uninsured and at the risk of the purchaser. We will endeavor to take into account the wishes and interests of the purchaser in terms of transport type and route; the resulting additional costs - even if free delivery is agreed - shall be borne by the purchaser.

2 We do not take back transport and all other packaging according to the Packaging Ordinance, except for pallets. The purchaser is responsible for the disposal of the packaging at his own expense.

3 If the shipment is delayed at the request or fault of the purchaser, we shall store the goods at the expense and risk of the purchaser. In such case, the announcement of dispatch readiness is treated as equivalent to the dispatch.

4 At the purchaser's request and expense, we will insure the delivery by transport insurance.

VI. Material and legal defects liability

1 Claims of the purchaser shall only apply if the purchaser has properly fulfilled his obligation of inspection and complaint according to § 377 HGB.

2 In the case of justified complaints, we are obliged to subsequent performance excluding the rights of the purchaser to rescind the contract or reduce the purchase price (reduction), unless we are entitled to refuse subsequent performance according to legal regulations. The purchaser shall grant us a reasonable time limit. The remedy at the discretion of the purchaser is either eliminating the defect (rectification) or delivery of new goods. In case of repair, the necessary expenses will be borne by us, provided these are not increased because the goods are at a place other than the place of performance. If subsequent performance fails, the purchaser may demand reduction of the purchase price (reduction) or withdraw from the contract. Rectification shall be deemed to have failed after the second unsuccessful attempt, provided that due to the object of contract further attempts are not deemed appropriate and reasonable for the purchaser. Purchasers can only claim damages on the following conditions due to lack of performance if subsequent performance has failed. The purchaser's right to assert further claims for damages on the following conditions remains unaffected.

3 The warranty claims of the purchaser shall lapse one year after the delivery of the goods to the purchaser, unless we have maliciously concealed a defect, in which case statutory provisions shall apply. Our obligations under Section VI, no. 4 and Section VI, no. 5 remain unaffected.

4 In accordance with statutory provisions we are obliged to take back the new goods or to decrease (reduction) the purchase price even without the time limit otherwise required, if the purchaser's customer as a consumer of the new movable goods (consumer sales) could, due to a defect in the goods, demand that the purchaser takes back the goods or reduces the purchase price, or could assert a resulting recourse claim against the purchaser. We are also obliged to reimburse expenses incurred by the purchaser, in particular transport, travel, labor and material costs, in relation to end-users for the purpose of remedying any defect present in the goods on the transfer of risk from us to the purchaser. This claim is excluded if the purchaser has not properly fulfilled his obligation of inspection and complaint according to § 377 HGB.

5 The obligation referred to in Section VI, No. 4 is excluded, insofar as there is a defect due to advertising claims or other contractual agreements that do not originate from us, or if the purchaser has made a special warranty to the end user. The obligation is also excluded if the purchaser was not obliged to extend the warranty rights against the end user according to legal regulations or failed to deal with a complaint made against him. This also applies if the purchaser has extended warranties to the end user which go beyond the statutory requirements.

6 We are liable, regardless of the following limitations on the statutory provisions, for damage to life, body and health caused by a negligent or willful breach of duty by us, our legal representatives or our vicarious agents, as well as for damages covered by liability under the Product Liability Act. For damages that are not covered by Sentence 1 and the result of willful misconduct or gross negligence or bad faith by us, our legal representatives or our vicarious agents, we are liable according to legal regulations. In this case, however, the liability for damages is limited to foreseeable, typically occurring damage, unless we, our legal representatives or our vicarious agents were at fault. In the extent to which we have given a guarantee of quality and / or durability of the goods or any part thereof, we are also liable under this warranty. For damages based on the lack of a guaranteed quality or durability, but which do not directly affect the goods, we are only liable if the risk of such damage is clearly covered by the quality and durability guarantee.

7 We are also liable for any damage we cause by simple negligent breach of such contractual obligations the fulfillment of which allows for the proper execution of the contract and on whose compliance the purchaser relies and may rely. However, we are only liable if the damages are typically associated with the contract and foreseeable.

8 Any further liability is excluded regardless of the legal nature of the asserted claim. This particularly applies to tort claims or claims for reimbursement of expenses in lieu of performance, without prejudice to our liability under Section IV no. 2 to Section IV, Para. 5 of this contract. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff, representatives and vicarious agents.

9 Claims for damages by the purchaser due to a defect shall expire one year after the date of delivery. This does not apply in the case of injury to life, body or health caused by us, our legal representatives or our vicarious agents, or if we or our legal representatives acted intentionally or with gross negligence, or our vicarious agents have acted willfully.

VII. Retention of Title

1 Until all claims have been satisfied, including all outstanding claims on the purchaser's account which we have against the purchaser now or in the future, the delivered goods (reserved goods) remain our property. In case of breach of contract by the purchaser, such as default in payment, we have the right to take back the reserved goods after setting a reasonable time limit. When we take back the reserved goods, this represents a withdrawal from the contract. If we seize the reserved goods, this is a withdrawal from the contract. We are entitled to sell the reserved goods after the withdrawal. After deduction of an appropriate amount for the utilization costs, the utilization proceeds are to be set off against the amounts owed to us by the purchaser.

2 The purchaser has to handle the goods with care and to insure them appropriately at his own expense against fire, water and theft at their replacement value. Maintenance and inspection work which are necessary shall be carried out in good time by the purchaser at his own expense.

3 The purchaser is entitled to resell the reserved goods properly in business and / or use them, as long as he is not in payment default. Pledges or assignments are not permitted. The claims resulting from further sale or any other legal ground (insurance, unlawful act) regarding the reserved goods (including all account balance claims from the purchaser's account) are hereby assigned to us for security reasons by the purchaser. We accept the assignment. We grant the purchaser our revocable authorization to collect the claims assigned to us for his own account and in his own name. The authorization can be revoked at any

time if the purchaser does not meet his payment obligations. The purchaser is not authorized to transfer the claim, even for the purpose of the collection of accounts in the way of the factoring, unless the factor is simultaneously obliged to pay the resulting amounts directly to us for as long as we have claims against the purchaser.

4 Any processing or transformation of the reserved goods by the purchaser will in any case be undertaken on our behalf. If the reserved goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods (final invoice amount including VAT) in relation to the other processed items at the time of processing. For the new product arising from processing the same is valid as for the reserved product. In the case of inseparable mixture of the reserved goods with other goods not belonging to us, we acquire co-ownership of the new item in proportion to the value of the reserved goods (final invoice amount including VAT) to the other processed items at the time of mixing. If the item of the purchaser in consequence of the mixing is to be regarded as the principal product, the purchaser and we agree that the purchaser assigns us the proportional co-ownership of this object; we herewith accept the assignment. The purchaser will protect our right of sole or co-ownership of the product.

5 In the event of access by third parties to the reserved goods, in particular if they are forfeited, the purchaser shall notify them that this is the property of the supplier, so that we can enforce our property rights. If the third party is unable to reimburse us for the judicial or extrajudicial expenses arising in this context, the purchaser shall be liable for this.

6 We are obliged to release the securities due to us insofar as the realizable value of our securities exceeds the secured claims by more than 10%. It is our responsibility to select the securities to be released.

VIII. Place of performance, jurisdiction, applicable law

1 Our registered office is the place of performance and jurisdiction for shipments and payments (including cheques and bills) as well as all disputes arising between us and the purchaser based on the purchase contracts concluded between the purchaser and us. However, we are entitled to sue the purchaser at his place of residence and / or business.

2 The relations between the contracting parties shall be governed solely by the law applicable in the Federal Republic of Germany. The application of the UN Sales Convention is excluded.

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