

GENERAL TERMS OF PURCHASE

The following terms and conditions shall apply to all purchase orders of all companies of the Weitzer Holding Group. Deviating provisions e.g. from previous order confirmations or General Business Terms and Conditions of the supplier, among others shall only be binding for us if they have been explicitly confirmed by us in writing as a supplement to the Terms of Purchase.

1. GENERAL INFORMATION

The legal relationships to our suppliers are oriented to these Terms of Purchase. Contrary terms and conditions of the contractual partner shall not apply with the execution of the contract either, even if we have not explicitly objected to such terms and conditions. These General Terms of Purchase shall apply to all companies of the Weitzer Holding Group.

2. ENQUIRIES AND OFFERS

2.1 Each request for the submission of an offer, price enquiries, etc. by Weitzer Parkett is without obligation and non-binding. These will not automatically lead to the conclusion of a contract.

2.2 The supplier cannot refer to incomplete or other inaccurate enquiry documents with the acceptance of the order. With the submission of the offer the supplier explicitly declares that it has checked its own offer, declares it to be binding and can deliver the enquired articles in full.

2.3 The offer of the supplier shall include all costs that are necessary for the provision of the delivery/service such as, for example, packaging, ARA, transport among others. If these costs do not appear on the offer or the order confirmation then these costs shall be deemed as included and may not be settled separately.

2.4 No costs of any kind whatsoever may be incurred to us by the submission of offers to us. Not even if we place an order at the supplier following said offers.

2.5 A forwarding of the orders/applications or all information to third parties is only permitted with the prior and explicit written consent of Weitzer Parkett. Infringements shall entitle Weitzer Parkett to cancel the order immediately and to assert claims for damages. This shall not apply in case of unavoidable orders of primary materials, standard or special parts.

3. ORDERS

3.1 Orders will only have a legally binding character if they are placed by the purchasing department of Weitzer Parkett. This shall also apply to all changes and supplementations. All orders shall be placed in writing by e-mail.

3.2 Oral or telephone orders or agreements shall only be binding for us if they are subsequently confirmed by us in writing.

3.3 An order shall be deemed as accepted if it is either not objected to in writing within 3 days beginning from the despatch or if the execution is started. Until the time of the order acceptance Weitzer Parkett is entitled to revoke the order without substantiation.

3.4 Our order number, an orderer (name of the person), articles together with description, the order position as well as a cost center/project number are to be cited in all written documents relating to the order, such as delivery note, invoices, etc.

3.5 Delays in delivery and possible amendments to contract must be announced without delay.

3.6 The Terms of Purchase shall become contents of the contract by the order confirmation. Irrespective thereof Weitzer Parkett reserves the right to revoke the order for the event of the non-hand-over within the deadline, of 3 workdays, of the acceptance.

3.7 All order confirmations are to be sent to the following address: auftragsbestaetigung@weitzer-parkett.com

4. PRICES AND TERMS OF PAYMENT

4.1 All prices agreed in writing are fixed prices and are deemed without value added tax. The prices are further deemed free place of destination, unless otherwise agreed. The supplier shall accordingly bear the risk and the costs of the transfer to the destination address.

4.2 Future changes to prices are to be announced in time in advance together with the substantiation. Already placed orders are, in any case, to be carried out at the old prices until an agreement is reached.

4.3 If prices and conditions are not stated by us, but are announced by the supplier, then they shall only become binding for us by our explicit written acceptance.

4.4 Insofar as no other agreements have been reached, payments are to be made, after receipt and maturity of the invoice, within 30 days with the deduction of 3% cash discount or within 60 days net. The respective term of payment will be determined by Weitzer Parkett. The payment deadline shall begin to run with the receipt of the invoice, if the goods delivery or the provision of the service has been carried out in full and free of defects and all necessary documents have been received. In case of incorrectly issued invoices or with complaints regarding prices and quality the payment deadline will only start with the receipt of the credit note.

5. DELIVERY DEADLINE

5.1 The delivery or service deadline shown in the acceptance is binding and shall begin to run with the receipt of the accepted order confirmation by the supplier. If no deadline is agreed the goods are to be delivered or the service provided without delay.

5.2 A delivery or service before the agreed date is only permitted with the explicit consent of Weitzer Parkett. Weitzer Parkett may not suffer any disadvantage from such a delivery or service; in particular the payment deadline shall not begin to run before the agreed delivery date.

5.3 The supplier is not entitled to withhold or discontinue its services.

5.4 A foreseeable delay in delivery is to be announced to us immediately, by stating the reasons. Weitzer Parkett reserves the right, in case of a delay in delivery, by adhering to a reasonable extended deadline to refuse the late delivery and to cancel our order in full or in part without the supplier being entitled to damages. The other statutory rights to which we are entitled, including the claim for damages, will not be affected hereby. The assertion of higher damages which we suffer hereby shall also remain unaffected.

5.5 If a fixed term deal was agreed the necessity to set an extended deadline shall cease to apply.

5.6 Suppliers, which act as intermediaries with a legal transaction concluded with Weitzer Parkett, shall be liable for the proper fulfilment of the corresponding order.

6. SHIPMENT AND ACCEPTANCE OF GOODS

6.1 The provision of the delivery or service as well as the shipment of the goods, together with the transfer of costs and risk, shall be carried out in line with the agreed delivery conditions. If no deviating delivery conditions have been agreed then deliveries shall be made DDP (Duty Delivery Paid) pursuant to the INCOTERMS 2010 to the place of performance determined by Weitzer Parkett. Should no deviating contractual provisions have been agreed then the supplier shall thus, in particular bear the risk and the costs of the transport.

6.2 Should shipping regulations have been laid down by us these are to be precisely complied with by the supplier under its full liability. The supplier shall also bear the sole transport risk up to the place of destination in this case. The costs of transport insurance shall only be borne by Weitzer Parkett if it has been explicitly agreed.

6.3 Delivery notes are to be enclosed with each shipment, which are to be affixed to the parcel in a clearly visible position. Should this not be the case Weitzer Parkett shall be entitled to consider this as not accepted or to charge a flat rate in the amount of EUR 50.00 for the additional internal work.

6.4 Cash on delivery shipments will not be accepted by Weitzer Parkett.

6.5 The supplier shall be responsible for ensuring that its deliveries or services comply with the provisions of the Regulation (EC) No.1907/2006 concerning the registration, evaluation, authorisation and restriction of chemicals ("REACH Regulation").

6.6 The goods shall be accepted at the following times:

Weitzer Parkett:	(GPS: 47,132922; 15, 36823)
Parkett Company:	(GPS: 47, 0785313; 16, 3215681)
General information:	
Monday to Thursday:	08:00 a.m – 5:00 p.m
Friday:	08:00 a.m – 14:00 p.m
Timber acceptance:	
Monday to Thursday:	07:00 a.m – 2:00 p.m
Friday:	07:00 a.m – 12:00 noon

If the supplier cannot deliver at the goods receiving times then it has to notify Weitzer Parkett without delay. The supplier shall not have any claims for damages whatsoever hereby.

(The supplementations 20 to 24 shall moreover apply to the delivery of timber)

7. COMPLAINTS

7.1 As a deadline for complaints we reserve the right to 5 workdays from the day of delivery for processing.

7.2 If the supplier does not reply to us within 5 workdays from the announcement of the complaint it will be assumed that the proposal for the complaint is accepted.

7.3 Goods for which a complaint is made, which after agreement with the supplier will be collected and taken back by the supplier, are to be picked up from the delivery location within a maximum deadline of 4 weeks from the written agreement. After expiry of the deadline the goods will be disposed of without prior information. Weitzer Parkett does not assume any responsibility for possible changes to quality during this period of time.

8. WARRANTY

8.1 The supplier explicitly assures that the delivery or service will be provided in the contractually agreed quality and quantity and shall feature all explicitly required properties, characteristics and specifications. In addition, the delivery or service shall comply with the recognised rules of science, the status of technology, the applicable regulations in the fields of employee protection, the safety technology, the transport of hazardous substances, the handling of hazardous waste as well as applicable storage and operating regulations.

8.2 Weitzer Parkett will check the object of delivery or service for defects within a reasonable period of time after hand-over. Weitzer Parkett shall be entitled to the statutory warranty claims in full. The supplier explicitly waives the plea of the inappropriate, late report of defects.

8.3 The supplier shall be liable for the freedom of defects of the delivery or service irrespective of fault and over the entire period of liability. A liability of the supplier shall thus exist irrespective whether a defect had already existed at the time when the object of delivery or service was handed over or only appeared at a later time over the course of the period of liability insofar as the defect had existed upon hand-over already.

8.4 The deadline for the assertion is 2 years and shall begin to run with the proper hand-over of the object of delivery or service or the acceptance of the service by Weitzer Parkett. If an attempt at improvement is carried out by the supplier then the deadline shall begin to newly apply once again.

8.5 In case the object of delivery or service is defective Weitzer Parkett is entitled, at its own choice, to request improvement (free place of use) or exchange or a faultless new delivery of the object of delivery or service from the supplier.

8.6 With the delivery of false or faulty goods as well as with shortfalls in quantities we are at liberty either to cancel the order, by setting a reasonable final deadline, and to cover our requirements otherwise at the costs of the supplier. Weitzer Parkett is entitled to primarily request alternatively improvement or exchange from the supplier. Within the scope of the statutory provisions Weitzer Parkett is additionally entitled to a reduction in price or redhibition. The right is explicitly reserved to claims for damages. The confirmation of the supplier's delivery note shall not be deemed proof of the fact that the delivery complies with the conditions of Weitzer Parkett. Likewise, the payment shall neither represent the recognition of the appropriateness of the delivery, nor a waiver of the rights claimed by Weitzer Parkett.

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9. CONTRACTUAL GUARANTEE

9.1 Beyond the statutory warranty claims the supplier grants Weitzer Parkett guarantee for the fact that the delivery or service shall be carried out fault-free and in compliance with the contractual agreement. It guarantees that the delivery or service will be provided in the contractually agreed quality and quantity and shall feature all explicitly required properties, characteristics and specifications.

9.2 In addition, the delivery or service shall comply with the recognised rules of science, the status of technology, the applicable regulations in the fields of employee protection, the safety technology, the transport of hazardous substances, the handling of hazardous waste as well as applicable storage and operating regulations.

9.3 The guarantee is granted to Weitzer Parkett for a period of 3 years from hand-over of the object.

10. PRODUCT LIABILITY

10.1 Besides the claims based on the contractual and statutory warranty Weitzer Parkett shall reserve the right to assert damages for faulty delivery or service irrespective of fault owing to the Product Liability Act [PHG].

10.2 Insofar as the cause of the damages lies in the supplier's area of responsibility, it shall bear the burden of proof for the fact that the damages were not caused by it or wear its fault. Weitzer Parkett shall merely bear the burden of proof for the existence of the damage and the causality.

10.3 The supplier shall assume all costs and expenses, including the costs of a possible assertion of rights or recall action in the aforementioned cases. Incidentally, the statutory provisions shall apply.

10.4 For the event that a claim is asserted against us owing to product liability or otherwise owing to defects or damages the supplier undertakes to indemnify us from such claims if and as far as the damage (defect) was caused by a fault of the object of contract delivered by the supplier.

11. INVOICING

11.1 Invoices have to comply with the statutory parts according to Section 11 UStG [Value Added Tax Act] and are to be sent to the following billing address without exception:

kreditoren@weitzer-parkett.com

We accordingly request you to pay attention to the following invoice features: Points 1-7 are to be cited for small amount invoices (up to EUR 400.00 incl. VAT), for invoices of more than EUR 400.00 additionally points 8-11. In case of a gross invoice amount of more than EUR 10,000.00 point 12 is also to be cited.

- 1) Name and address of your company
- 2) Description of the delivery (quantity and designation) or service (type and scope)
- 3) Day of the delivery or period of time of the service
- 4) Remuneration for the delivery/service (gross incl. VAT)
- 5) Tax rate or reference to exemption or transfer of the tax debt
- 6) Date of issue
- 7) In addition, the associated delivery note numbers must be stated.
- 8) Name and address of the recipient
- 9) Tax amount (and remuneration – net)
- 10) Your UID number
- 11) Consecutive invoice number
- 12) UID number of the recipient

11.2 Invoices, which do not have the respective features, which are obligatory by law, will be returned to the supplier and shall not be deemed as received. It is moreover pointed out that the unloading and processing of the delivered goods may be delayed or interrupted if the associated invoices have not been issued correctly.

11.3 Disadvantages by incorrectly issued invoices must be reimbursed by the supplier.

12. RIGHT OF RETENTION, OFFSETTING

12.1 The supplier is not entitled to refuse its delivery or other service within the meaning of Section 1052 ABGB [Austrian Civil Code]. With the existence of a faulty delivery Weitzer Parkett is entitled to withhold the payment from the contract until the full, fault-free provision. The supplier is only entitled to offset if its claim has been recognised by Weitzer Parkett in writing or has been declared final and binding.

12.2 The supplier has to report an impending insolvency or the opening of insolvency proceedings to Weitzer Parkett without delay.

13. TRADEMARKS

The supplier is not entitled, without the prior written consent of Weitzer Parkett, to use trademarks or the corporate designation or in connection with products, services, acquisition, advertising or publications to directly or indirectly make reference to Weitzer Parkett.

14. RESALE

Weitzer Parkett reserves the right to resell or forward purchased goods or agreed prices to other component suppliers as well as to each company.

15. BENEFITS FOR EMPLOYEES

The employees of Weitzer Parkett and their family members may not accept any personal benefit from suppliers or interested parties. Offers of this kind could be understood as an attempt to influence the business relationships to the supplier.

16. PATENT AND PROPERTY RIGHT

16.1 The supplier guarantees that it has acquired all rights of third parties necessary in this

respect in connection with its delivery and service and no rights of third parties shall be infringed by the delivery and service. The supplier shall indemnify and hold Weitzer Parkett harmless from disputes under intellectual law owing to rights of third parties, in particular disputes under patent law, copyright, trademark and design protection law in full and guarantees the unlimited use of the object of delivery and service.

16.2 Weitzer Parkett undertakes to give third party notice to the supplier in a lawsuit initiated against Weitzer Parkett. If the supplier does not enter into the proceedings to form a uniform party in the dispute with Weitzer Parkett, then Weitzer Parkett is entitled to recognise the action claim.

16.3 Samples, models, drawings, etc. shall remain, even if such aids were produced by the supplier at the costs of Weitzer Parkett, in the free ownership of Weitzer Parkett, which can be disposed over by Weitzer Parkett at all times. The statutory patent, originator or design protection will be claimed for documents, which were produced by Weitzer Parkett. These may neither be reproduced, nor made accessible to third parties. After the delivery or service has been carried out all stated documents are to be returned immediately. The supplier will be liable in full for all harmful consequences, which are suffered by the disregarding of this provision.

17. FORCE MAJEURE

Events of force majeure, further interferences to operation of all kinds, industrial disputes with the workforce or lockouts and other causes and events, which cause a discontinuation or restriction to the ongoing business of Weitzer Parkett, shall entitle Weitzer Parkett to postpone the fulfilment of assumed purchase obligations or to cancel the order in full or in part. Claims for damages cannot be derived from this situation.

18. CONFIDENTIALITY

18.1 The supplier undertakes to treat all non-obvious commercial or technical details, of which it becomes aware through the business relationship as a business secret and to maintain silence regarding such secrets.

18.2 The supplier is forbidden, without the prior written consent, from advertising with the business relationship to Weitzer Parkett.

19. PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

19.1 Deemed as place of performance for the delivery and service is the place of destination as stated by Weitzer Parkett. Deemed as place of performance for the payment is Weiz.

19.2 Austrian law shall apply exclusively for all rights and obligations resulting from an order. The UN Convention on Contracts for the International Sale of Goods is explicitly excluded. It generally applies that the competent responsible court in Graz shall have jurisdiction for ruling in all legal disputes from a contract, upon which the General Terms of Purchase are based.

20. FINAL PROVISIONS

20.1 All agreements between Weitzer Parkett and the supplier shall require a written form. Oral collateral agreements are invalid. Changes and supplementations to these Terms of Purchase are accordingly only valid if they are agreed in writing.

20.2 Should individual provisions of an individual contract or of these Terms of Purchase be invalid in full or in part or subsequently lose their legal validity the other provisions shall thus remain valid. The contractual partners undertake, in the event of the partial invalidity, to replace the invalid provisions by provisions, which shall as far as possible correspond with the purpose of the invalid provisions.

SUPPLEMENTATIONS FOR THE DELIVERY OF TIMBER

21. NOTIFICATION OF DESPATCH

21.1 The following documents are to be sent for each delivery, before arrival of the goods at the respective delivery address:

- 1) Notification of despatch
- 2) Consignment note
- 3) Delivery note
- 4) Invoice
- 5) Proof of legality within the meaning of EUTR (see Point 21)

All necessary documents are to be sent to the following e-mail address and the respective location address:

For deliveries to Weitzer Parkett: kreditoren@weitzer-parkett.com
konsignation@weitzer-parkett.com

For deliveries to Parkett Company: konsignation@parkett-company.com

21.2 Notification of despatch is to be given for timber deliveries one week in advance, respectively on the Thursday by 12:00 (noon). For each truck load a notification of despatch must contain the following details:

- Delivery day of the deliveries
- Type and quantity of the individual articles, which will be delivered per location

The acceptance of non-ordered articles or quantities, which do not correspond with the agreed delivery plan at the time of the notification of despatch, can be postponed or refused by Weitzer Parkett.

21.3 A consignment/a delivery note is to be created for each load and to be sent by e-mail to the e-mail addresses listed in Point 20.1. If a load consists of articles for both locations, two separate consignments notes are to be created (one each for the parcels of the respective location).

21.4 Loads, whose notification of despatch/consignment note has not been sent to the associated location, cannot be accepted.

22. LEGALITY OF THE TIMBER

22.1 The supplier assures that the delivered timber stems from uses, which comply with the

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respective valid statutory provisions. All necessary official approvals are available and can be proven.

22.2 The provisions of the EUTR (European Timber Regulation EU-Regulation 995/2010) shall apply to deliveries that are imported from third countries:

- The entire supply chain of the delivered goods must be identified and proven by means of documents.
- The supplier undertakes to make the following information available for each delivery and to enclose this with the respective delivery or to send it in advance to the responsible contact at Weitzer Parkett:
 - o Description and trade name of the product type as well as the customary name of the tree type
 - o Country of the felling
 - o Region of the country, in which the timber was felled
 - o Valid concession for the timber felling
 - o Delivered quantity
 - o Name and address of all persons who participate in the supply chain
 - o Documents and other proof, which prove the legal acquisition of the delivered timber (e.g.: Contracts with forestry companies, invoices, delivery notes, etc.)

22.3 Deliveries from third countries will only be accepted by Weitzer Parkett if all required documents are available upon delivery and thus the entire supply chain can be presented by means of documents.

22.4 The required documents must be sent before each delivery. The delivered goods will only be taken over and the invoice run released in case of proper goods and completeness of the required documents.

23. SHIPMENT

23.1 If a truck load consists of parcels (pallets) for both locations these must be positioned on the vehicle, separately according to locations. No additional work should be caused hereby during the unloading of the truck.

23.2 If parcels for both locations are included in one load these can be unloaded at the location collectively, for which the majority share of the parcels is intended. This shall however apply for a maximum of 4 pallets.

23.3 Protection and labelling of the goods

23.3.1 The pallets must be delivered unmixed with regard to types (per pallet one type of timber, quality and dimension). In the event of the non-compliance the incurred sorting costs will be charged to the supplier.

23.3.2 The pallet set-up, the stacking and the numbers of units per pallet must comply with our current stacking plans.

23.3.3 The load must be secured so that no damages are caused to the loaded goods and a problem-free manipulation is guaranteed for Weitzer Parkett. Exclusively straps made of plastic may be used.

23.3.4 The individual pallets must be fitted with the designation of the article (quality) and the number of units per pallet.

23.3.5 The goods on each pallet must be treated on the front side with wood preservatives (except KD). Exclusively "WOOTEC" or a comparable agent is to be used for this purpose. "WOOTEC" can, upon request, also be procured through Weitzer Parkett. In the event of the non-application or improper use of the wood preservative EUR 10 will be deducted per m³ of the affected goods.

24. TECHNICAL SPECIFICATIONS

The following documents shall apply with regard to the compliance with the required quality:

- a) Weitzer Parkett sorting regulations in the currently valid version
- b) Weitzer Parkett stacking regulations in the currently valid version
- c) Weitzer Parkett delivery plan

Should these regulations not be complied with, Weitzer Parkett reserves the right to deduct incurred costs for follow-up work from the invoice.