

# General Terms and Conditions of Business

## SCOPE OF APPLICATION

These General Terms and Conditions are generally designed for legal transactions between contractors as set out in Section 1 of the UGB (Austrian Commercial Code). If, by way of exception, they are to be applied to legal transactions with consumers as set out in Section 1 of the KSchG (Austrian Consumer Protection Act), they shall only apply to the extent that they do not contradict the provisions of this law.

These General Terms and Conditions apply to the companies Weitzer Parket Vertriebs GmbH, Weitzer Produktions GmbH, Weitzer Parket d.o.o. and Weitzer Parket Sales Kft. and are valid unless the parties have expressly agreed otherwise in writing. Any conditions from the buyer that contradict or deviate from these General Terms and Conditions will not be recognised. These General Terms and Conditions from the seller also apply in the event that the seller, knowing of any conflicting or deviating conditions on the part of the buyer, delivers to the buyer without reservation.

Verbal agreements or agreements made over the phone by the field-based or office-based sales team shall require written confirmation from management in order to be effective.

The following provisions concerning the delivery of goods shall also apply mutatis mutandis to other services provided by the seller. These General Terms and Conditions shall also be valid for future business transactions entered into with the buyer.

## QUOTATION

Quotations made by the seller are subject to change and are non-binding. Orders must be made in writing, accompanied by submission of the construction schedule. In the case of an order, a contract shall only be legally effective when accepted by the seller. Acceptance by the seller shall take place if an order confirmation from the seller is sent by email or fax, and the buyer does not object to the conditions contained therein within three working days of the order confirmation being received. Changes may be made at the buyer's request if the buyer notifies the seller of these changes in writing within 24 hours of the order confirmation being received.

The seller is entitled to accept an order within 4 weeks by sending an order confirmation.

If the buyer wishes to withdraw from the contract after the order confirmation becomes binding, the buyer must obtain the agreement of the seller. In addition, the buyer must pay a cancellation fee of € 100.00 for a net value of goods up to € 1,000.00 and a cancellation fee of 10% of the value of the order for a higher net value of goods. The cancellation fee will be charged separately. In the event that the cancellation fee is paid, the buyer shall not be entitled to a discount deduction. In principle, custom-made items cannot be cancelled.

## **PRICES - TERMS OF PAYMENT**

Unless otherwise stated on the order confirmation, the prices are ex works from the seller, duty unpaid, exclusive of packaging and shipment. These shall be invoiced separately. Over and above an agreed net value, deliveries shall be free of charge, but not including unloading and carriage. Deliveries by BahnExpress and parcel service deliveries are generally carriage forward.

All prices are based on the time of the order confirmation and, unless a separate written agreement is available, only apply to the quantities set out in the order confirmation.

The seller reserves the right to increase the prices appropriately if costs increase after the contract has been concluded, in particular due to collective agreements or increases in the cost of materials. In the case of prices being left open when the contract is concluded, the sales price valid on the date of delivery shall be calculated. The statutory value added tax is not included in the price. This will be shown separately on the invoice at the statutory amount on the day the invoice is issued.

The seller is also entitled to send invoices to the buyer in an electronic format. The buyer expressly agrees to the seller sending invoices in an electronic format.

Unless otherwise stated on the order confirmation, the invoices shall be due for payment without deduction at the time of delivery and at the latest at the time of invoicing from the invoice date. In the case of custom-made items, the goods must be paid for in advance and the seller is only obliged to start production once the purchase price has been received in full. In case of non-payment after 8 days from the order confirmation, the seller shall no longer be bound by the order.

The seller is entitled to demand advance payments or a guarantee of payment should there be any doubts about the buyer's willingness or ability to pay. Payments made by

bills of exchange or cheque shall not be accepted by the seller. In addition, the seller is entitled to demand from the buyer a down payment for the delivery in individual cases.

If multiple receivables are due, payments made by the buyer shall be offset against the oldest receivable. In the event that receivables due have been handed over to an external party (debt collection agency, lawyer) in order for them to be recovered, payments received shall primarily be used to cover any additional costs (interest on arrears, costs for reminders, collection and other expenses) that are associated with recovering the receivable. Remaining amounts shall be offset against the oldest trade accounts receivables.

Discounts shall only be made available to the buyer if these have been expressly agreed in writing. Insofar as there are invoices that are able to be discounted under a separate agreement, discount deductions can only be accepted if they are settled within the granted period starting from the date of the invoice, the deductions made correspond to the agreements and there are no other outstanding claims on the part of the seller against the buyer.

The buyer is not entitled to withhold payments due to warranty claims or other counterclaims not recognised by the seller. In the event that the buyer is in default with an agreed payment or other obligation, the seller shall be able to insist that the contract be fulfilled and

- postpone fulfilment of its own obligations until arrears have been paid or other obligations have been received,
- make use of an appropriate extension of the delivery period,
- call in the full outstanding purchase price,
- charge interest on arrears at an amount of 8% above the basic interest rate set by the Austrian banks from the due date and demand reimbursement of all costs incurred for obtaining the obligation (payment) from the buyer, in particular costs of involving a debt collection agency or lawyer,
  - or, having granted a reasonable period of grace, declare withdrawal from the contract.

In the event that the seller has called in the full outstanding purchase price due to a delay in payment and the buyer nevertheless fails to make the payment or other obligation due, the seller shall be entitled to withdraw from the contract by written notification. In this case, the buyer must, if the seller so requests, return to the seller any goods which have already been delivered and reimburse the seller for any reduction in the value of the goods, as well as reimburse all mandatory expenses

incurred by the seller in order to perform the contract. In addition, the seller shall charge a handling fee amounting to 10% of the net order value. In the case of goods not yet delivered, the seller shall be entitled to make the finished or worked parts available to the buyer and to demand the corresponding share of the sale price for this purpose.

## **RETENTION OF TITLE**

The goods remain our property until all financial obligations of the buyer have been fully met. An acquisition of ownership of the reserved goods by the contractual partner in the event of processing of the reserved goods into a new item is excluded. The buyer is obliged to transport and store the goods carefully until then and to insure them sufficiently against damage. In the event the goods are destroyed, the buyer will transfer the insurance payout from the relevant claim to us.

The buyer's claims arising from the resale of the reserved goods are already transferred to us, irrespective of whether the reserved goods are resold without or after processing and whether they are resold to one or more purchasers. The transferred claim serves to secure the claims from us only in the amount of the value of the respective reserved goods sold. In the event that the reserved goods are sold by the buyer together with other goods not belonging to us, whether without, or after processing, the transfer of claims shall apply only to the extent of the value of the reserved goods which are the subject of this purchase contract or part of the object of purchase with the other goods.

The buyer is obliged to inform the debtors in writing of the transfer of the claims in accordance with the aforementioned paragraph and to note the transfer of claims in the account books. At our request, the buyer must inform us of the debtors of the claims transferred within the meaning of the aforementioned paragraph.

The buyer is only entitled and authorized to resell the reserved goods with the stipulation that the purchase price claim arising from the resale pursuant to the 2nd paragraph of this section shall pass to us. The buyer is not entitled to other dispositions of the reserved goods.

The buyer is authorized to collect the receivables from the resale despite the transfer. Our collection authority remains unaffected by the collection authority of the buyer. However, we will not collect the claim ourselves as long as the buyer meets his payment obligations in due time and in full.

The retention of title in accordance with the above provisions shall also apply we include claims in a current invoice and the settlement (balance) is drawn and accepted.

Our retention of title is conditional in such a way that upon full payment of the purchase price and all associated costs and expenses, ownership of the reserved goods passes to the buyer without further ado and the buyer is entitled to the transferred claims.

Any access by third parties to goods or claims subject to retention of title must be reported to us immediately. Likewise, any bankruptcy or settlement petition as well as the opening of such proceedings, regardless of whether the petition was filed by the customer or another creditor.

Any legal transaction fees as well as costs incurred in enforcing our claims are to be reimbursed by the buyer as soon as he has been requested to do so by us in writing for the first time.

The buyer shall adequately insure the goods subject to retention of title against fire and theft. Claims against the insurance companies arising from a damage claim will be transferred to us immediately in the amount of the value of the reserved goods.

The customer must inform us immediately of his assets or the attachment of our reserved goods upon filing for bankruptcy. Necessary and reasonable costs for appropriate legal prosecution shall be borne by the buyer.

## **DELIVERY**

Unless otherwise agreed, the delivery periods are ex works, are non-binding and begin at the latest of the following times:

- Date of order confirmation
- Date that all technical, commercial and financial requirements incumbent on the buyer are fulfilled
- Date on which the seller receives a down payment to be paid before the goods are delivered or on which a letter of credit to be drawn up in accordance with the agreement has been opened.

In the event that there is no fixed delivery date for a binding order, the seller shall have the right to use the goods currently in stock for firmly scheduled orders.

The goods are delivered on reusable pallets meeting the EURO pallet standard. Pallets are replaced in accordance with the following provisions. If there is no

immediate pallet exchange, the customer must return the delivered or equivalent pallets to us, freight paid, within 4 months of delivery. Complaints regarding non-replaceable pallets must be made within one week. If this is not done within this period, we are entitled to invoice the new purchase prices for the Euro pallets valid at that time. The same applies if the delivered pallets are not exchangeable or are not of the same type and quality.

Dispatch is at the risk and expense of the buyer. The seller reserves the right to decide upon the method of dispatch and the shipping route without incurring any liability.

The seller is entitled to make partial deliveries, unless otherwise expressly agreed. The buyer undertakes to accept partial deliveries and to make payment within the agreed condition of payment.

The buyer must inspect the delivery immediately upon handover, but at the latest within 3 working days. The buyer shall lose the right to claim non-conformity with the delivery in the event that the buyer fails to carry out the inspection or if the buyer does not immediately provide detailed notification in writing of any lack of conformity after the time at which the buyer should have identified it over the course of a proper inspection.

The buyer undertakes to take care to unload the delivery properly and in full if the seller delivers without unloading. The buyer shall be liable for shipping units that are unloaded incorrectly and their subsequent costs.

Apparent damage incurred in transit must be reported immediately upon receipt and the seller must be notified in writing without delay about the nature and extent of the damage. The buyer undertakes to specify on-site the nature and extent of the damage incurred in transit in detail on the freight or delivery note.

In the event that the shipment is delayed at the request of the buyer, the costs incurred for storing the shipment amounting to EUR 0.90 per m<sup>2</sup> per month (for full pallets) or EUR 1.90 per m<sup>2</sup> per month (for opened pallets) shall be charged to the buyer starting four weeks after notification that the shipment is ready for dispatch. The storage fee shall be charged separately. In the event that the storage fee is paid, the buyer shall not be entitled to a discount deduction.

The seller shall also be entitled, after having set a four-week period which subsequently expires without any action being taken, to dispose of the deliverable for other purposes and to set the buyer a reasonable extended period.

Furthermore, the seller shall be entitled to withdraw from the contract after having set a reasonable period of time which subsequently expires without action being taken, in particular if

- There are doubts about the customer's creditworthiness.
- The customer does not make the necessary advance payment for the order to be sent.
- The customer does not pay the storage costs already charged for at least two months.
- The delivery is postponed beyond the period during which the price list for the respective calendar year is valid.

In the event that the buyer agrees to a price adjustment as set out in the new price list, the seller shall have the right to refrain from withdrawing from the contract.

In the case of subsequent amendments to the contract that may affect the delivery period, the delivery period shall be extended appropriately, unless special agreements are made in this regard. In the event that the delivery is delayed due to unforeseeable, exceptional circumstances occurring, whether they have occurred on the seller's or at a supplier's premises (such as disruption to operations, official interventions, war, blockade, riot, delay to the delivery of essential raw materials and building materials, issues with the energy supply, force majeure), the delivery period shall be extended appropriately if delivery or performance becomes impossible. If delivery or performance becomes impossible due to the above circumstances, the seller shall be released from the delivery obligation. These regulations shall also apply in the case of strikes or lockouts and in the event of a pandemic.

In this case, in the event that the delivery time is extended or the seller is released from the delivery obligation, the buyer shall not be able to derive any claims for damages from this.

In the event that the preventing circumstances last longer than 3 months, the buyer shall be entitled to withdraw from the contract with regard to the element that has not yet been fulfilled following an appropriate extension period. In the event that the seller has caused a delay to delivery, the buyer shall be able to either demand fulfilment or, having set a reasonable period to catch up on the delivery, declare withdrawal from the contract.

In the event that the grace period set by the buyer has not been complied with due to fault on the part of the seller, the buyer shall be able to withdraw from the contract by means of a written notification with regard to all goods not yet delivered and all goods delivered which cannot be used in an appropriate manner without the goods

that have not been delivered. The buyer undertakes to report the delay in delivery to the seller within 21 days of the delay occurring. In this case, the buyer shall be entitled to a refund of the payments made for the goods not delivered or for the goods that are not able to be used and to the extent that the delay to the delivery was caused by gross negligence on the part of the seller, to reimbursement of the justified expenses which the buyer had incurred up until the contract was cancelled and for implementation thereof. The buyer must return the goods already delivered and not able to be used to the seller.

Other claims on the part of the buyer against the seller due to a delay in delivery on the part of the seller, in particular contractual penalties or claims for damages due to non-performance, are expressly excluded.

In the event that the buyer does not accept the goods provided in accordance with the contract at the location or time agreed by way of the contract, the seller shall be able to either demand fulfilment or withdraw from the contract having set a time limit for acceptance. In this case, the seller shall be entitled to demand from the buyer compensation for the damages that the seller has incurred, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the purchased items shall also pass to the buyer at the time that the buyer is deemed in delay of accepting delivery. The seller is entitled to carry out partial and preliminary deliveries.

We would like to point out that our deliveries take place exclusively in accordance with the General Terms and Conditions for our company and that any conflicting provisions in relation to the order cannot be accepted. In the event that you do not agree with this approach, you have the option to cancel the order within 3 days from the date of the order. After this period has expired, the order becomes binding.

## **RETURNS**

Returns shall only be accepted within eight weeks of the invoice date. No returns will be accepted after this!

Promotional items, special items and custom-made items will generally not be taken back. Only goods in perfect condition in undamaged original packaging will be taken back. € 50.00 will be charged up to a net product value of EUR 500.00 and a 10% handling fee above that. The sender shall always pay the freight costs for the return delivery! The buyer shall be liable for damages while the return shipment is in transit.

## **WARRANTY AND LIABILITY**

In accordance with the following provisions, the seller shall provide warranty for defects affecting usability which are due to a defect in the design, material or execution.

Variations in dimensions and quality are permitted within the framework of the agreed standards or the standards in place in the country of the seller. No guarantee is provided for production-related and material-related variations in the shades of colour and grading of the goods. This also applies to samples.

The warranty is excluded for goods which are referred to as of a lesser quality, such as those referred to as "Secunda" (inferior) for example.

The obligations to provide warranty are only in place for such defects that have occurred during a period of 24 months (warranty period) from the time of the transfer of risk or in the case of delivery involving installation following assembly. The buyer undertakes to immediately notify in writing and in detail the nature and extent of any outstanding defects at the time of acceptance, and to have the individual handing the delivery over confirm the defects. In particular, these defects must be noted on the delivery document as such. The buyer is not entitled to make subsequent complaints about outstanding defects. This shall also apply if no mention of the existence of such a defect has been made on the delivery document. The invoice for the delivery regarding which there is a complaint must be presented to the seller.

Where packaging is undamaged but contents are damaged, the following complaint periods shall apply: mail and parcel services 24 hours from handover, forwarding agents and delivery by train 7 days from handover. In these cases too, the defects must be reported in detail in writing according to their nature and scope, documented by means of photographs and the invoice for the delivery regarding which there is a complaint must be submitted. In the event that the aforementioned reporting periods are not complied with, the carrier shall not be liable for compensation. Even in the event of a complaint, the buyer undertakes to accept the goods first, to properly unload and store them at their own risk and expense.

In the event that the defects are to be remedied by the seller, the seller must, at its discretion, either:

- repair the defective goods on the premises;
- have the defective goods or the defective parts returned for repair;
- replace the defective parts.

The seller shall be liable for any consequential costs arising from damage and delays incurred by the buyer as a result of damaged goods or due to delays for which the seller is responsible, up to the maximum amount of the freight costs incurred. The burden of proof for providing evidence of the damage shall be borne by the buyer. In addition, the seller shall not bear any express or special freight costs which the buyer has incurred in this respect.

The warranty period will not be extended as a result of defects being corrected. If the seller has the defective goods or parts returned for repair or replacement, the buyer shall assume the costs and risk of transportation, unless otherwise agreed in writing. Returning the repaired or replaced goods or parts to the buyer, unless otherwise agreed, shall take place at the expense and risk of the seller. The defective goods or parts replaced in accordance with this clause shall be at the seller's disposal. The seller shall only pay for the costs of the buyer remedying the defect itself if the seller has issued its consent in writing. The seller shall only provide warranty for defects that occur where the agreed operating conditions are complied with and under normal conditions of use. It shall not provide warranty for defects which arise as a result of poor installation by the buyer or its agent, poor maintenance or poor repairs or modifications or repairs or modifications carried out by third parties without the written consent of the seller or due to normal wear and tear.

In the event that goods are lost, the seller shall only be liable if the goods cannot be found 30 days after the agreed delivery period. The buyer undertakes to clearly and immediately note the missing shipping unit on each delivery note (list of freight, CMR (international consignment note)) or MobileScanner.

The seller shall only provide warranty for parts of the goods which the seller has purchased from third parties within the framework of the warranty claims which the seller itself is entitled to against the sub-supplier.

Any change that the buyer makes to the product after delivery may lead to changes in the declared product characteristics (e.g. fire protection classification or slip resistance properties). For such cases, warranty and liability on the part of the seller shall be excluded.

If an item is manufactured by the seller on the basis of design specifications, drawings or models provided by the buyer, liability on the part of the seller shall not extend to the design being correct, but to the fact that the item was manufactured in accordance with the buyer's specifications. In such cases, the buyer shall indemnify and hold the seller free from liability or incrimination in the event of any infringement of property rights. The seller shall not provide warranty when accepting orders for

repairs, in the case of alterations or conversions of all and third party goods, as well as in the case of delivery of used goods.

Unless otherwise stated in these provisions, further claims on the part of the buyer for whatever legal reason shall be excluded. The seller shall therefore not be liable for damages not caused to the deliverable itself, in particular not for lost profits or other financial losses on the part of the buyer. In any case, the amount of any warranty claim shall be limited to the purchase price to be paid by the buyer. From the start of the warranty, the seller shall assume no further liability than is specified in this clause. The seller shall also not be liable for defects, the cause of which occurs before the transfer of risk.

The purchase item only offers that security which can be expected on the basis of approval regulations, operating instructions, regulations set by the seller concerning how the purchase item should be handled, in particular with regard to any prescribed inspections and other given information.

## **OTHER CLAIMS FOR DAMAGES**

Unless otherwise stated in the above, claims for damages against the seller shall be excluded regardless of the legal nature of the claim asserted. In particular, claims for damages for personal injury, for damage to goods that are not subject to the contract, for other damages and for lost profits shall be excluded, unless it is clear from the circumstances of the individual case that the seller is culpable of gross negligence. The obligation to pay compensation for damages resulting from the Produkthaftungsgesetz (Austrian Product Liability Act) as well as product liability claims, which can be derived from other provisions, is expressly excluded.

## **INTELLECTUAL PROPERTY**

Plans, drawings and other such documents as well as brochures, catalogues, samples and the like shall remain the intellectual property of the seller. Any use or reproduction shall require the express written consent of the seller. In the case this is used without consent, the seller shall be entitled to claim a compensation fee of 25 percent of the estimated sum.

## **PLACE OF JURISDICTION, APPLICABLE LAW, PLACE OF FULFILMENT**

The place of jurisdiction for all disputes arising from or in connection with this contract is Graz. For deliveries and payments, the place of fulfilment shall be the registered office of the seller, even if the handover is effected at another location in accordance with the agreement. The contractual relationship is subject to Austrian law, with the exception of the UNCITRAL (United Nations Commission on International Trade Law) Standard Law on Sales (Conference on Contracts for the International Sale of Goods of 11 April 1980), the validity of which is expressly excluded.

## **DATA PROTECTION**

The buyer issues their consent for their data to be stored and processed automatically by the seller. Furthermore, the buyer agrees that a request can be made for information from the Creditreform trade credit database (Warenkreditevidenz) or another corresponding information bureau. Furthermore, the buyer agrees that in the event that the buyer defaults with payment, all data from the trade credit database shall be shared and made accessible by this third party.

## **GENERAL INFORMATION**

If any provision of these General Terms and Conditions is declared void or invalid, the remaining provisions shall remain unaffected and shall be interpreted as if the contract had been concluded without the invalid provision. The same shall apply to contractual loopholes.

Any debate regarding performance of this contract shall not entitle the buyer to suspend or delay any payments due.

The buyer may only assign the buyer's rights from the contract with the written consent of the seller.

AS OF: JANUARY 2026

All previous general terms and conditions are hereby invalid.