

# General Terms and Conditions of Purchase

The following conditions shall apply to all purchase orders of all companies of the Weitzer Group, hereinafter referred to as Weitzer. Deviating provisions, e.g. from previous order confirmations or general terms and conditions of the supplier, etc. are only binding for us if they have been expressly confirmed by us in writing as an addition to the Terms and Conditions of Purchase. The Weitzer Group includes the following companies:

- Weitzer Holding GmbH
- Weitzer Produktions GmbH
- Weitzer Parkett Vertriebs GmbH
- Weitzer Woodsolutions GmbH
- Weitzer Wärmeparkett GmbH
- Weitzer Energie GmbH

## 1. General information

The legal relationships with our suppliers shall be governed by these Terms and Conditions of Purchase. Conflicting terms and conditions of the contractual partner shall not apply even if we have not expressly objected to them. The present General Terms and Conditions of Purchase apply to all companies of the Weitzer Holding Group.

## 2. Inquiries and offers

2.1 Every request for the submission of an offer, price inquiries or the like by Weitzer shall be subject to change and non-binding. These do not automatically lead to the conclusion of a contract.

2.2 The Supplier may not refer to incomplete or otherwise incorrect inquiry documents when accepting the order. By submitting the offer, the supplier expressly declares that it has checked its own offer, declares it to be binding and that the requested items can be delivered in full.

2.3 The Supplier's offer shall include all costs necessary for the provision of the delivery/service, such as packaging, ARA, transportation, etc. If these costs do not appear on the offer or the order confirmation, then these costs are deemed to be included and may not be invoiced separately.

2.4 We may not incur any costs whatsoever by submitting offers to us. This shall not apply even if we have commissioned these offers from the supplier.

2.5 A passing on of the orders/inquiries or any information to third parties is only permitted with the prior and express written consent of Weitzer. Violations shall entitle Weitzer to immediately withdraw from the order and to assert claims for damages. This does not apply to unavoidable orders for primary materials, standard or special parts.

## 3. Orders

3.1 Orders shall only have a legally binding character if they are placed by the purchasing department of Weitzer. This also applies to all amendments and additions. All orders are placed in writing by e-mail.

3.2 Orders or agreements made verbally or by telephone shall only be binding on us if they are subsequently confirmed by us in writing.

3.3 An order shall be deemed to have been accepted if either no written objection is raised within 3 days of dispatch or if execution has commenced. Weitzer shall be entitled to revoke the order without justification up to the time of acceptance of the order.

3.4 In all documents relating to the order, such as delivery bills, invoices, etc., our order number, a purchaser (name of the person), article and description, the order item and a cost center/project number must be stated.

3.5 Delays in delivery and any changes to the contract must be notified immediately.

3.6 The Terms and Conditions of Purchase shall become part of the contract upon order confirmation. Irrespective of this, Weitzer reserves the right to revoke the order in the event that the delivery is not made within 3 working days of acceptance.

3.7 All order confirmations must be sent to the following address:

[auftragsbestaetigung@weitzer-parkett.com](mailto:auftragsbestaetigung@weitzer-parkett.com)

#### **4. Prices and terms of payment**

4.1 All prices agreed in writing are fixed prices and do not include VAT. Furthermore, the prices are free destination, unless otherwise agreed. The supplier therefore bears the risk and costs of delivery to the destination address.

4.2 Future price changes must be announced in good time in advance, together with the reasons. Orders already placed must be executed at the old prices until an agreement is reached.

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

4.4 Unless otherwise agreed, payments shall be made within 30 days of receipt and due date of the invoice with a 3% discount or within 60 days net. The respective payment condition shall be determined by Weitzer. The payment period shall commence upon receipt of the invoice if the delivery of goods or provision of services is complete and free of defects and all necessary documents have been received. In the event of incorrectly issued invoices or price and quality complaints, the payment period shall only commence upon receipt of the credit note.

#### **5. Delivery time**

5.1 The delivery or performance period stated in the acceptance shall be binding and shall commence upon receipt of the accepted order confirmation by the Supplier. If no deadline is agreed, delivery or performance must be made without delay.

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

5.3 The Supplier shall not be entitled to withhold or suspend its services.

5.4 Any foreseeable delay in delivery must be notified to us immediately, stating the reasons. Weitzer reserves the right to reject the delayed delivery and to withdraw from our order in whole or in part without the supplier being entitled to compensation in the event of a delay in delivery, subject to compliance with a reasonable grace period. The other statutory rights to which we are entitled, including the right to compensation, are not affected by this. The assertion of higher damages incurred by us as a result shall also remain unaffected.

5.5 If a fixed-date transaction has been agreed, there is no need to set a grace period.

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

#### **6. Shipping and receiving**

6.1 The provision of the delivery or service and the dispatch of the goods, including the transfer of costs and risks, shall take place in accordance with the agreed delivery conditions. If no deviating delivery conditions have been agreed, then deliveries shall be made DDP (Duty Delivery Paid) in accordance with INCOTERMS 2010 to the place of fulfillment determined by Weitzer. If no deviating contractual provisions have been agreed, the supplier shall therefore bear the risk and costs of transportation in particular.

6.2 If shipping instructions are given by us, these must be followed exactly by the supplier under his full liability. In this case too, the risk of transportation to the place of destination shall be borne solely by the supplier. Weitzer shall only bear the costs of transport insurance if this has been expressly agreed.

6.3 Each consignment must be accompanied by delivery bills, which must be conspicuously attached to the package. Should this not be the case, Weitzer shall be entitled to consider the order as not accepted or to charge a lump sum in the amount of € 50.00 for the additional internal expenditure.

6.4 Cash on delivery consignments shall not be accepted by Weitzer.

6.5 The Supplier warrants that its deliveries or services comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH Regulation").

6.6 Goods are received at the following times:

Location Weiz: (GPS: 47,132922; 15, 36823)

Location Güssing: (GPS: 47, 0785313; 16, 3215681)

**General (general cargo):**

Monday – Thursday: 08:00 am – 5:00 pm

Friday: 08:00 am – 2:00 pm

**Complete or partial loading (sawn timber, HDF, subfloor, auxiliary materials, operating materials, trade goods):**

Monday – Thursday: 07:00 am – 2:00 pm

Friday: closed / by appointment only

**Wage labor Weiz:**

Monday – Thursday: 07:00 am – 3:00 pm

Friday: closed

**Wage labor Güssing:**

Monday – Thursday: 07:00 am – 2:00 pm

Friday: closed

If the supplier cannot deliver at the goods acceptance times, it must inform Weitzer immediately. The supplier shall not be entitled to any claims for damages.

Supplements 20 to 24 also apply to the delivery of wood!

**7. Complaints**

7.1 We reserve the right to process complaints within 5 working days from the date of delivery.

7.2 If the supplier does not respond to us within 5 working days of notification of the complaint, it is assumed that the complaint proposal is accepted.

7.3 Goods subject to complaint which are collected by the supplier following agreement with the supplier must be collected from the delivery location within a maximum period of 4 weeks from written notification. After expiry of the deadline, the goods will be disposed of without prior notification. Weitzer accepts no responsibility for any changes in quality during this period.

**8. Warranty**

8.1 The Supplier expressly warrants that the delivery or service is provided in the contractually agreed quality and quantity and has all the expressly stipulated properties, characteristics and specifications. In addition, the delivery or service complies with the recognized rules of science, the state of the art, the applicable regulations in the areas of employee protection, safety technology, the transport of hazardous goods, the treatment of hazardous waste and applicable storage and operating regulations.

8.2 Weitzer shall check the object of delivery or service for defects within a reasonable period after handover. Weitzer shall be entitled to the statutory warranty claims in full. The supplier expressly waives the objection of improper, delayed notification of defects.

8.3 The Supplier shall be liable for the freedom from defects of the delivery or service regardless of fault and for the entire liability period. The supplier is therefore liable regardless of whether a defect was already present at the time of handover of the delivery item or service or only became apparent later during the liability period, provided that the defect was already present at the time of handover.

8.4 The period for the assertion of claims shall be 2 years and shall commence with the proper handover of the object of delivery or service or acceptance of the service by Weitzer. If the supplier makes an attempt at improvement, the time limit shall begin anew.

8.5 If the object of delivery or service is defective, Weitzer shall be entitled at its own discretion to demand improvement (free place of use) or exchange or defect-free new delivery of the object of delivery or service from the supplier.

8.6 In the event of the delivery of incorrect or defective goods, as well as in the event of shortfalls, we shall be free to either withdraw from the order, setting a reasonable grace period, and to stock up elsewhere at the supplier's expense. Weitzer shall be entitled to demand from the supplier primarily either improvement or exchange. Within the framework of the statutory provisions Weitzer shall furthermore be entitled to a price reduction or conversion. We expressly reserve the right to claim damages. The confirmation of the counter-note of the supplier shall not be deemed as proof that the delivery corresponds to the conditions of Weitzer. Likewise, the payment shall neither mean the recognition of the correctness of the delivery nor a waiver of the rights claimed by Weitzer.

## **9. Contractual guarantee**

9.1 The supplier shall grant Weitzer a guarantee beyond the statutory warranty claims that the delivery or service shall be free of defects and in accordance with the contractual agreement. He guarantees that the delivery or service is provided in the contractually agreed quality and quantity and has all the expressly stipulated properties, characteristics and specifications.

9.2 In addition, the delivery or service complies with the recognized rules of science, the state of the art, the applicable regulations in the areas of employee protection, safety technology, the transport of hazardous goods, the treatment of hazardous waste and applicable storage and operating regulations.

9.3 The guarantee shall be granted to Weitzer for a period of 3 years from the handover of the object.

## **10. Product liability**

10.1 In addition to the claims on the basis of the contractual and the statutory warranty, Weitzer reserves the right to assert damages irrespective of fault on the basis of the PHG for defective delivery or service.

10.2 If the cause of the damage lies within the Supplier's area of responsibility, the Supplier shall bear the burden of proof that the damage was not caused by it or for which it is responsible. Weitzer only bears the burden of proof for the existence of the damage and causality.

10.3 In the above cases, the Supplier shall bear all costs and expenses, including the costs of any legal action or recall action. In all other respects, the statutory provisions apply.

10.4 In the event that claims are asserted against us due to product liability or otherwise due to defects or damages, the supplier shall be obliged to indemnify us against such claims if and to the extent that the damage (defect) was caused by a defect in the contractual item delivered by the supplier.

## **11. Accounting**

11.1 Invoices must comply with the legal requirements of § 11 UStG and must be sent to the following invoice address without exception:

[kreditoren@weitzer-parkett.com](mailto:kreditoren@weitzer-parkett.com)

We therefore ask you to note the following invoice features: For small-value invoices (up to EUR 400.00 incl. VAT), points 1-7 must be listed; for invoices over EUR 400.00, points 8-11 must also be listed. If the gross invoice amount is more than EUR 10,000.00, point 12 must also be stated.

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

11.2 Invoices that do not have the respective legally required characteristics shall be returned to the supplier and shall not be deemed to have been received. It is also pointed out that the unloading and processing of the delivered goods may be delayed or canceled if the corresponding invoices are not issued correctly.

11.3 Any disadvantages caused by incorrectly issued invoices must be reimbursed by the Supplier.

## **12. Right of retention, offsetting**

12.1 The Supplier is not entitled to refuse delivery or other performance within the meaning of § 1052 ABGB. In the event of a defective delivery, Weitzer shall be entitled to withhold the service from the contract until the complete, defect-free provision. The supplier shall only be entitled to set-off if its claim has been recognized by Weitzer in writing or has been legally established.

12.2 The supplier shall notify Weitzer immediately of impending insolvency or the opening of insolvency proceedings.

## **13. Trademark**

13.1 The supplier shall not be entitled to use trademarks or company names or to refer directly or indirectly to Weitzer in connection with products, services, acquisition, advertising or publications without the prior written consent of Weitzer.

## **14. Resale**

14.1 Weitzer reserves the right to resell or pass on purchased goods or agreed prices to other suppliers as well as to any company.

## **15. Advantages for employees**

15.1 The employees of Weitzer and their relatives may not accept any personal advantage from suppliers or interested parties. Offers of this kind could be seen as an attempt to influence the business relationship with the supplier.

## **16. Patent and property rights**

16.1 The Supplier guarantees that it has acquired all necessary third-party rights in connection with its delivery and service and that no third-party rights are infringed by the delivery and service. The supplier shall indemnify and hold Weitzer completely harmless from disputes under intellectual property law due to rights of third parties, in particular disputes under patent, copyright, trademark and design protection law and guarantees the unrestricted use of the object of delivery and service.

16.2 Weitzer undertakes to announce the dispute to the supplier in a legal dispute brought against Weitzer. If the supplier does not join the proceedings as a party to the dispute on the side of Weitzer, Weitzer shall be entitled to recognize the claim.

16.3 Samples, models, drawings etc. shall remain, even if such aids were produced by the supplier at the costs of Weitzer, the free property of Weitzer, which can be disposed of by Weitzer at any time. The statutory patent, copyright and design protection shall be claimed for documents produced by Weitzer. These may not be reproduced or made accessible to third parties. All of the aforementioned documents must be returned immediately after delivery or performance. The supplier shall be fully liable for all harmful consequences arising from failure to comply with this provision.

## **17. Force majeure**

17.1 Events of force majeure, furthermore operational disruptions of any kind, employee uprisings or lockouts and other causes and events, which bring about a cessation or restriction of the current business of Weitzer, shall entitle Weitzer to postpone the fulfillment of assumed acceptance obligations or to withdraw from the order in full or in part. Claims for damages cannot be derived from this.

## **18. Secrecy**

18.1 The Supplier undertakes to treat all non-public commercial or technical details of which it becomes aware through the business relationship as business secrets and to maintain secrecy about them.

18.2 The supplier is prohibited from advertising with the business relationship with Weitzer without prior written consent.

## **19. Place of fulfillment and jurisdiction**

19.1 The place of performance for the delivery and service shall be the registered office of the Weitzer Group, specified place of destination. The place of performance for payment shall be Weiz.

19.2 Austrian law shall apply exclusively to all rights and obligations resulting from an order. The UN Convention on Contracts for the International Sale of Goods is expressly excluded. As a general rule, the competent court in Graz shall have jurisdiction over all legal disputes arising from a contract based on the General Terms and Conditions of Purchase.

## **20. Final provisions**

20.1 All agreements between Weitzer and the supplier shall require the written form. Verbal collateral agreements are invalid. Accordingly, amendments and supplements to these Terms and Conditions of Purchase shall only be effective if agreed in writing.

20.2 Should individual provisions of an individual contract or of these Terms and Conditions of Purchase be invalid in whole or in part or lose their legal validity at a later date, the remaining provisions shall remain valid. In the event of partial invalidity, the contracting parties undertake to replace the invalid provisions with provisions that correspond as closely as possible to the purpose of the invalid provisions.

## Supplements for the delivery of wood

### 21. Aviso

21.1 The following documents must be submitted for each delivery before the goods arrive at the respective delivery address:

- 1) Aviso
- 2) Consignment
- 3) Delivery bill
- 4) Invoice
- 5) Proof of legality within the meaning of EUTR (see point 21)
- 6) Safety data sheets

The aforementioned documents must be sent to the following e-mail address and the respective location address:

- Advice note, consignment bill, delivery bill, invoice → [kreditoren@weitzer-parkett.com](mailto:kreditoren@weitzer-parkett.com)
- Proof of legality EUTR → [eutr@weitzer-parkett.com](mailto:eutr@weitzer-parkett.com)
- Safety data sheets → [sicherheitsdatenblaetter@weitzer-group.com](mailto:sicherheitsdatenblaetter@weitzer-group.com)

For deliveries to the Weiz site:

[konsignation@weitzer-parkett.com](mailto:konsignation@weitzer-parkett.com)

For deliveries to the Güssing site:

[konsignation@parkett-company.com](mailto:konsignation@parkett-company.com)

21.2 Wood deliveries must be notified one week in advance, in each case on Thursday by 12:00 noon. An advice note must contain the following information for each truckload:

#### Delivery day of the deliveries

Type and quantity of individual items delivered per location

The acceptance of articles not ordered or quantities which do not correspond to the agreed delivery schedule at the time of notification can be postponed or rejected by Weitzer.

21.3 A consignment/delivery bill must be created for each shipment and sent by e-mail to the e-mail addresses listed in point 20.1. If a shipment consists of items for both locations, two separate consignments must be created (one for each package at each location).

21.4 Shipments whose notification/consignment has not been sent to the relevant location cannot be accepted.

### 22. Legality of the wood

22.1 The Supplier warrants that the wood supplied originates from uses that comply with the applicable statutory provisions. All necessary official permits are available and can be verified.

22.2 For deliveries imported from third countries, the provisions of the EUTR (European Timber Regulation EU-VO 995/2010) apply:

The entire supply chain of the delivered goods must be identified and documented.

The supplier undertakes to provide the following information for each delivery and to enclose it with the respective delivery or to send it in advance to the responsible contact at Weitzer:

- Description and trade name of the product species, as well as the common name of the tree species
- Country of felling
- Region of the country where the wood was felled
- Valid concession for logging
- Quantity delivered
- Name and address of all persons involved in the supply chain
- Documents and other evidence proving the legal acquisition of the wood supplied (e.g: Contracts with forestry companies, invoices, delivery bills, etc.)

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

22.4 The required documents must be submitted before each delivery. The delivered goods will only be accepted and the invoice run released if the goods are in order and the required documents are complete.

### **23. Shipping**

23.1 If a truck load consists of packages (pallets) for both locations, these must be positioned separately on the vehicle according to location. This should not cause any additional work when unloading the truck.

23.2 If packages for both locations are contained in one shipment, they can be unloaded collectively at the location for which the majority of the packages are intended. However, this applies to a maximum of 4 pallets.

23.3 Protection and labeling of the goods

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

23.3.2 The pallet structure, stacking and the number of items per pallet must correspond to our current stacking plans.

23.3.3 The load securing must be carried out in such a way that no damage is caused to the load and problem-free manipulation for Weitzer is guaranteed. Only plastic strapping may be used.

23.3.4 The individual pallets must be labeled with the name of the article (quality) and the quantity per pallet.

23.3.5 The goods on each pallet must be treated with wood preservative on the front side (except KD). Only "WOOTEC" or a comparable product should be used for this purpose. "WOOTEC" can also be purchased from Weitzer on request. In the event of non-application or improper use of the wood preservative, €10 per m<sup>3</sup> of the affected goods will be deducted.

### **24. Technical specifications**

The following documents apply to compliance with the required quality:

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

If these regulations are not complied with, Weitzer reserves the right to deduct any costs incurred for reworking from the invoice.

Valid from 01.01.2026