GENERAL TERMS AND CONDITIONS (GTC)

1. Scope of application

1.1 These General Terms and Conditions shall apply to all business relations between weinberger-holz.gmbh (hereinafter "Weinberger") and its clients (hereinafter "Client") insofar as the Client is an entrepreneur, a legal entity under public law or a special fund under public law. These GTC do not apply to consumers within the meaning of the Austrian Consumer Protection Act *(Konsumentenschutzgesetz).*

1.2 Such business relations are subject to the valid versions of the Austrian Timber Trade Practices *(Österreichische Holzhandelsusancen,* ÖHHU) and the International Chamber of Commerce's Incoterms® 2020 as well as these GTC. In the event of discrepancies or contradictions, the following order of precedence shall apply: a) firstly, the individual order confirmation or contract, b) secondly, these GTC, c) thirdly, the Austrian Timber Trade Practices (ÖHHU), d) finally, the Incoterms® 2020.

1.3 Weinberger shall not recognise any deviating or conflicting terms or conditions used by the Client unless their validity is expressly agreed in writing.

1.4 These GTC shall also apply to all future business transactions between Weinberger and the Client, even if no explicit reference is made.

2. Formation of contract

2.1 All offers made by Weinberger are non-binding and subject to change. A contract shall only be formed when Weinberger issues a written order confirmation or executes the delivery.

2.2 Order confirmations may also be sent electronically, in particular by email or through an online portal.

2.3 In the event of discrepancies between the order confirmation and the purchase order, the order confirmation shall be deemed to have been accepted if the Client does not lodge an objection in writing within three (3) working days of receipt.

2.4 Weinberger has the right to make changes to the item(s) delivered insofar as such changes are reasonable and economically acceptable to the Client and do not hinder the agreed purpose of use.

2.5 Weinberger has the right to have the order executed by weinberger-holz gmbh (company no. 119447h), weinberger-trading gmbh (company no. 322397p) or weinberger-abtenau gmbh (company no. 344852k), irrespective of which company made the original offer.

3. Prices and payment

3.1 All prices are quoted net in euros, exclusive of value added tax and in accordance with the Incoterms® 2020 applicable in each case.

3.2 Invoices are payable as specified in the agreed payment terms. If no such terms have been agreed, invoices shall be payable in full, without deductions, within fourteen (14) days of the invoice date.

3.3 In the event of default on payment, Weinberger shall be entitled to charge default interest under section 456 of the Austrian Companies Act (*Unternehmensgesetzbuch*, UGB) and to claim back all dunning, recovery and collection costs.

3.4 The Client may only set off claims which are undisputed or which have been established by a final court judgement (prohibition of set-off).

4. Credit standing and insurance cover

4.1 Goods and services delivered by Weinberger are covered by commercial credit insurance. The insurer determines the coverage limit separately for each Client.

4.2 If the Client's order exceeds the coverage limit, or if the Client's credit standing deteriorates, Weinberger shall have the right to withhold delivery, to effect agreed deliveries only against advance payment or the provision of appropriate security, or, if the Client fails to provide appropriate security within a grace period of fourteen (14) days, to withdraw from the contract.

5. Retention of title

5.1 The goods delivered shall remain the property of Weinberger until all claims arising from the business relationship – including future claims – have been settled in full.

5.2 The Client shall have the right to resell or process the goods subject to retention of title during the ordinary course of business provided the Client is not in default of payment. The Client hereby assigns to Weinberger all claims arising from such resale or processing up to the outstanding invoice amount to serve as security in the event of default; Weinberger hereby accepts this assignment. The Client shall, upon request, furnish Weinberger with information regarding the customers to whom the goods subject to retention of title have been sold or the manner in which they have been processed, and shall also provide the necessary documents. In the event of the Client defaulting on payment, Weinberger shall have the right to disclose the assignment and claim direct payment from the Client's customer at any time.

5.3 The goods subject to retention of title must not be pledged or assigned as security. Written notification of any attachment or other third-party interference in such goods must be sent to Weinberger without delay.

5.4 In the event of a breach of contract on the Client's part, including but not limited to default on payment, Weinberger shall have the right to repossess the goods subject to retention of title following the issuance of a reminder and the granting of a reasonable grace period. Such repossession shall not constitute a withdrawal from the contract unless Weinberg expressly declares otherwise.

6. Delivery and transfer of risk

6.1 Delivery dates are non-binding unless a binding delivery date is expressly agreed in writing.

6.2 Unless expressly agreed otherwise in writing, deliveries are executed in accordance with the International Commercial Terms (Incoterms® 2020) of the International Chamber of Commerce, as amended. The applicable Incoterm – usually DAP or FCA – and the destination and transfer location are specified in the individual contract or order confirmation. The Incoterms® 2020 specifically govern the transfer of risk and the allocation of cost and risk. In the event of any conflict between these GTC and the Incoterms® 2020, the provisions in these GTC shall take precedence.

6.3 Partial deliveries are permitted.

6.4 Standstill times, wait times and additional storage costs resulting from delayed acceptance by the Client shall be billed separately to the Client.

6.5 In the event of force majeure or other circumstances beyond the Client's control (including but not limited to natural disasters, strikes, official measures, energy and raw materials shortages, pandemics etc.), the agreed delivery times shall be extended accordingly. Should these circumstances persist for more than two (2) months, both parties shall have the right to withdraw from the contract. In this situation, payment must be made for services already rendered.

7. Tolerance thresholds and quality

7.1 Unless an alternative is expressly agreed in writing, the quality and attributes of the products supplied by Weinberger shall be based on the applicable Austrian standards, in particular for structural timber, timber construction products and glued laminated timber (glulam).

7.2 Quantity deviations of ± 10% and the delivery of a lower-grade product constituting up to 5% of the total order shall be deemed to have been agreed unless alternative specifications have been expressly set out in writing; otherwise, the specifications set out in the Austrian Timber Trade Practices (ÖHHU) shall apply.

7.3 The Client acknowledges that wood is a natural product, i.e. that customary variations in colour, grain or structure and other natural changes do not constitute defects.

8. Warranty and notice of defects

8.1 On receiving the shipment, the Client shall undertake to carefully inspect the goods without delay and to notify Weinberger of any defects by registered letter within seven (7) calendar days of receipt. This notice of defects must be accompanied by precise documentation (e.g. photos). Hidden defects must also be reported in writing (by registered letter) without delay, i.e. within seven (7) days of their discovery. Failure to notify Weinberger of any defects within this period shall be understood as acceptance of the goods.

8.2 If a defect is found, Weinberger shall have the right to remedy the defect or replace the defective goods at its discretion.

8.3 The burden of proof as to the existence of a defect, the timely issuance of a notice of defects and compliance with deadlines shall lie with the Client.

8.4 Further claims, including but not limited to compensation for consequential damages arising from defects, are hereby excluded.

8.5 The statutory warranty period shall be limited to six (6) months from the transfer of risk.

8.6 Goods which are the subject of a complaint shall be properly stored by the Client until the complaint has been finally resolved. It is particularly important that such goods are protected from the elements; outdoor storage is not permitted and shall lead to the exclusion of warranty or compensation claims if the goods are damaged as a result.

9. Liability

9.1 Weinberger is only liable for damages arising from neglect or gross negligence, notwithstanding the legal grounds. Liability for slight negligence is excluded.

9.2 Weinberger's liability is limited to a maximum of EUR 10,000.00 (ten thousand euros) and shall not exceed 5% of the net order value.

9.3 Compensation for consequential damages, indirect damages, loss of profits and non-typical or unforeseeable damages is hereby excluded.

10. Withdrawal and cancellation fee

10.1 If the Client defaults on acceptance or payment or fails to fulfil other contractual obligations, Weinberger shall have the right to withdraw from the contract after granting a grace period of fourteen (14) days.

10.2 If the contract is cancelled by the Client, Weinberger shall have the right to charge a cancellation fee amounting to 15% of the gross order value. Furthermore, Weinberger shall have the right to claim compensation for damages exceeding the cancellation fee.

11. Intellectual property, confidentiality and contractual penalty

11.1 All documents, drawings, models, plans, samples and other materials provided by Weinberger, as well as all technical and commercial information, shall remain the intellectual property of Weinberger and may not be reproduced, distributed or made available to third parties without Weinberger's express written consent.

11.2 The Client undertakes to maintain the strictest confidentiality with regard to all non-public information and trade secrets disclosed during the course of the business relationship. This undertaking shall remain in force even after the business relationship has ended.

11.3 In the event of a breach of the obligations under sections 11.1 and 11.2, the Client shall be obliged to pay a contractual penalty amounting to EUR 10,000.00 (ten thousand euros) per breach. Furthermore, Weinberger reserves the right to claim damages exceeding the contractual penalty. The right to a judicial reduction of the penalty is excluded.

12. Consumer dispute resolution

12.1 These General Terms and Conditions apply exclusively to business entities. For exceptional cases in which a transaction is concluded with a consumer within the meaning of the Austrian Consumer Protection Act (KSchG), the competent authority is the Arbitration Board for Consumer Transactions (www.verbraucherschlichtung.at).

12.2 Neither Weinberger nor the consumer are obliged to participate in dispute resolution proceedings.

13. Final provisions

13.1 The contractual relationship between the Client and Weinberger shall be governed exclusively by Austrian law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law rules.

13.2 The court having subject-matter jurisdiction in 9020 Klagenfurt shall have exclusive authority over all disputes arising from the business relationship between the Client and Weinberger. Notwithstanding the foregoing, Weinberger may choose to have any such disputes resolved by the court of arbitration at Vienna Commodity Exchange.

13.3 Amendments and additions to these GTC shall only be valid if made in writing. The same shall apply to any waiver of this written form requirement.

13.4 Should individual provisions in these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be considered to have been replaced with a valid provision which serves the economic purpose of the original provision as closely as possible.

13.5 The Client waives the right to contest the contract on the grounds of lesion beyond moiety (laesio enormis) or error.

13.6 These General Terms and Conditions (GTC) can be translated into other languages. However, only the German version is binding. In the event of discrepancies between a translation and the German version, the German version shall take precedence.