

Validity from: 01. December 2023

## Our General Terms and Conditions of Trade of the German entities of EGGER Group

Our General Terms and Conditions, as per below, apply to the entire business relationships between the following EGGER entities

EGGER Holzwerkstoffe Wismar GmbH&Co KG	Im Haffeld 1, Wismar, D-23970
EGGER Flooring International GmbH&Co KG	Im Haffeld 1, Wismar, D-23970
EGGER Holzwerkstoffe Brilon GmbH&Co KG	Im Kissen 19, Brilon, D-59929
EGGER Sägewerk Brilon GmbH	Im Kissen 19, Brilon, D-59929
Timberpak GmbH	Benzstraße 7, Lehrte, D-31275
EGGER Kunststoffe Brilon GmbH&Co KG	Im Kissen 19, Brilon, D-59929
EGGER Brilon Service GmbH	Im Kissen 19, Brilon, D-59929
LTPRO GmbH	Im Kissen 19, Brilon, D-59929
EGGER Beschichtungswerk Marienmünster GmbH&Co KG	Gewerbegebiet 4, Marienmünster –Vörden, D-37696
EGGER Kunststoffe GmbH&Co KG	Im Weilandmoor 2, Gifhorn, D-38518
EGGER Holzwerkstoffe Markt Bibart GmbH	Fuchsau 3, Markt Bibart, D-91477

and companies, public authorities including public separate estate (Customer) with regard to the deliveries of goods or provision of services.

### § 1 Application of the General Terms and Conditions

1. Any of our deliveries, services and offers shall be subject to the General Terms and Conditions set forth herein. Consequently, they apply to all future business relations. Latest with the acceptance of the goods or services, these Terms and Conditions shall be considered acknowledged. the Customer's General Terms and Conditions, if any, do not apply, even if the Customer refers to them, by reconfirmation or in any other way.
2. Deviations from these General Terms and Conditions shall have effect only if they have been confirmed by us in writing.
3. These General Terms and Conditions supersede all previous General Terms and Conditions.

### § 2 Offer and contract-conclusion

1. Our offers are subject to confirmation and are not binding. Acceptance declarations and all orders require our written confirmation in order to be legally effective. The same applies to supplements, amendments or side agreements.
2. Drawings, illustrations, measures, weights or other specifications are only binding if this has been specifically agreed in writing.
3. Public statements made by third parties, in particular in advertising, about the condition of the product are not considered to be part of the contract unless expressly agreed otherwise in writing.

### § 3 Prices

1. Prices are subject to alteration and non-binding. All orders are accepted solely based on of the currently valid prices at the time of order. Our prices do not include V.A.T. and apply ex seller's works, loaded on to truck or rail.
2. Any discounts granted as well as turnover- and freight-refunds (if agreed) will not apply in case of judicial or extrajudicial settlement proceedings, insolvency and delayed payment of more than one month.
3. With respect to successive delivery contracts and to all deliveries on call, we invoice the prices valid on the day of the order placement. The same applies to all other orders if the delivery occurs later than four months after order placement.

#### **§ 4 Shipment, Passing of risk**

The shipment shall always be carried out at the Customer's risk and also applies to freight paid deliveries. We are not liable for damages or losses (occurring) during transportation. If no special type of shipment has been agreed, the shipment is carried out at our best discretion without any obligation for the cheapest carriage. Freight expenses must be refunded to us. The risk passes to the Customer as soon as the consignment has been handed over to the carrier and/or has left our warehouse for shipment purposes. If the shipment is impossible or has been delayed without our fault, the risk passes to the Customer upon notification of readiness for shipment.

#### **§ 5 Excess-, short- and part-deliveries**

Excess- or short-deliveries of up to 10% and customary size tolerances in measurements are admissible and do not entitle the Customer to raise complaints. Part-deliveries are admissible to a reasonable extent and invoiced separately.

#### **§ 6 Purchase orders on call**

In case of orders on call or similar, the Customer is obligated to accept the delivery of the goods ordered within a reasonable time period, at the latest within six months from the date of order, unless individually agreed otherwise in writing.

#### **§7 Payment terms**

1. Unless agreed otherwise, our invoices are due for payment within 8 days from the date of invoice.
2. Despite of contrary provisions of the Customer, we are entitled to first offset payments against older debts; in this case, we shall notify the Customer about the type of the offset. If costs and interest have already arisen, we are entitled to offset the payment first against the costs, then against the interest and, finally, against the outstanding principal balance.
3. The payment shall only be considered to have been made when the payable amount is received by us. In case of cheques's payment, the payment shall only be considered to have been made once the cheque has been irrevocably cashed. We only accept bills of exchange and cheques for processing, bills of exchange are accepted only if separately agreed.
4. As from the due date, we charge 5% p.a interest.
5. If the Customer defaults in payment, we are entitled, from the date of default onward, to charge interest on the debt claim at the rate of 8% p.a. above the respective base interest rate.
6. If we become aware of circumstances which render doubtful the Customer's credit worthiness, in particular if a cheque cannot be cashed or the Customer discontinues his payments, or if other circumstances become known which call into question his solvency, we have the right to make the entire remaining debt due. This also applies if we have accepted cheques.
7. The Customer is only entitled to offset, retention or reduction, even if complaints or counterclaims have been asserted, if the counter-claims have been legally binding or undisputed. However, the Customer also has a right of retention for reason of counter-claims arising from the same contractual relationship, as far as the counter-claims are not payment claims.

#### **§ 8 Obligations regarding deliveries and the acceptance of deliveries**

1. We are not bound by the delivery times stated in our offers. Delivery dates or deadlines, which may be bindingly agreed, require the written form. In any case, the delivery dates refer to the date of completion in our plants.
2. The delivery dates are given to the best of our knowledge and are - unless explicitly fix-dates have been agreed - approximately binding; they may diverge from the actual delivery. A delivery time of two weeks after the specified delivery date is still considered timely.
3. Delivery and service delays due to force majeure and other events that we neither knew nor had to know when concluding the contract and which make delivery difficult or impossible for us – this includes in particular strikes, lock-outs, governmental orders, etc., even if they occur at our subcontractors or their subcontractors side – we are not responsible, even for bindingly agreed deadlines and dates. They entitle us to postpone the delivery and/or service by the duration of the hindrance plus a reasonable start-up time or to even withdraw from the contract, in whole or in part, regarding the contractual part not yet fulfilled. Should the hindrance

exceed three months, the Customer has the right, regarding the contractual part not yet fulfilled, to withdraw from the contract after setting a reasonable grace period. If the delivery time extends or if we are released from our obligation, the Customer may not derive any claims for damages from these circumstances.

4. Claims for damage due to late deliveries are excluded, unless the delay is caused by at least gross negligence on our part or concerns a cardinal obligation.

5. The Customer is obligated to accept the goods. In the event of non-acceptance, the Customer is liable for any damage caused by non-acceptance. This will not affect any claims arising out of defectiveness of the delivered goods. In so far as the delivered quantity exceeds the admissible variations (§ 5) there is no obligation to accept the delivery; the same applies in case of defective goods if this constitutes a material breach of contract or due to the nature of the goods there is risk of property damage or personal injury. If the Customer is in default of acceptance of the goods, we are entitled to claim compensation for the expenditure arising for us. In case of non or delayed acceptance of container or air freights we shall be entitled to invoice all costs including but not limited to storage, detention and other (for example un-stuffing of the containers, reloading, re-locating or disposing) or etc resulting by the delayed customs clearance or takeovers of the shipped goods to the Customer, charged by the carrier, the port or the airport of destination and thus irrespective of further or additional claims for damages.

6. As far as we are obligated by a contract to make advance deliveries, we may refuse to deliver if circumstances become known that call into question the performance of the Customer after conclusion of the contract, especially if the credit insurer cancels the credit limit of the Customer or essentially reduces the credit limit or if the credit limit has been reached which endangers our payment claim. The right to withhold performance is not applicable if the counter-performance has been made or security has been deposited.

#### **§ 8a Handling of packaging materials**

This provision only applies to our deliveries to and within Germany and regulates the handling of packaging materials that arise only in Germany.

1. The Customer is obliged to return to us the packaging materials (sales packaging, transport packaging and other packaging) of our delivered goods. This return can be made a) after prior agreement upon delivery, b) at an agreed later time (for example, during the next delivery). In the latter case, the Customer is obliged to offer us a date within 8 weeks from delivery date with a lead time of at least 14 business days in writing.

2. The packaging materials are to be emptied by the customer and kept available and separated as follows: light packaging (plastic and metal), paper and wood for collection in transportation suitable units (thus may also be in roll-off containers.). The transfer point must be easily accessible by common means of transport (especially trucks).

3. Notwithstanding §1, the parties may agree in writing that the Customer will re-use or recycle the packaging materials in accordance with the provisions of the German Packaging Act 2019. In this case, the Customer acts as our agent by the meaning of § 662 German Civil Code. He is obliged to confirm the re-use or the recycling in writing in a timely manner. He must keep documentary evidence and provide it to us as needed. The Customer may not decide, without agreement or approval by us, to re-use or recycle the packaging materials.

4. If we culpably fail to take back the packaging materials twice in spite of the agreed deadline or timely request, the Customer is entitled, deviating from §8a (3) sentence 4, to continue to use the packaging materials himself or to recycle them in accordance with the law. In this case, he undertakes a management without an order and we will acc. § 670 Civil Code to replace his expenses. In particular, there is no culpable default if one of the reasons given in § 8a (3) applies.

5. If the Customer culpably does not return the packaging materials to us and also does not himself re-use or recycle them he is obliged to compensate us for the damages arising from that (including fines to be paid).

#### **§ 9 Warranty**

1. The warranty period for products supplied by us is one year. It begins on the date of delivery to the Customer or to the destination agreed with the Customer. With regard to the inspection and objection obligations of the Customer, the provisions of § 377 HGB always apply.

2. If our operation or maintenance instructions are not followed, if the products are modified, parts are exchanged or consumables are used which do not conform with the original specification, or if our products are used improperly, the warranty will be void, unless the Customer refutes an assertion, that the defect was caused by just one of these circumstances. Any use contrary to the technical specifications of our product information

services (<http://www.egger.de/de-deu/egger-de-produkte.htm>), which can be referred to online, is also considered as improper.

3. Upon our request, the Customer is obligated to return rejected goods in their delivery condition for inspection.
4. In case of justified and timely complaint, we are obligated to perform in the form of free-of-charge repair of the goods supplied and/or replacement at our discretion. If this performance is impossible or unreasonable, we are also entitled, at our discretion, to refuse the performance and to credit the reduced value of the defective goods and to take them back and refund the purchase price to the Customer.
5. If the repair and/or the replacement fails after a reasonable period of time, the Customer may, at his discretion, demand the reduction of the price or the rescission of the contract.
6. A warranty for normal wear and tear is excluded.
7. Only direct Customers are entitled to warranty claims and those cannot be assigned to third parties.
8. The above mentioned paragraphs and § 14 conclude the entire warranty provisions for products and exclude other warranty claims of any kind, unless gross negligence or intent occurs from our side. The liability for personal injuries (loss of life, physical wellbeing or health) due to negligence, gross negligence or intent remains unaffected thereby. Claims from guarantees of quality, which are intended to protect the Customer against the risk of consequential damage caused by defects, also remain unaffected. In any case, possible claims are limited to damages foreseeable at the time of the conclusion of the contract.

#### **§ 10 Liability restriction**

1. Claims for damages caused by defects, breaches of duty, culpa in contrahendo and tort as well as all other legal bases are excluded, both against us and against our vicarious agents and/or employees, unless intent or gross negligence or breaches of a cardinal obligation have not occurred. In particular, this also applies to claims for damages instead of performance, however, only insofar as the replacement of indirect or consequential damages is required, unless the liability is based on a guarantee of quality which is intended to protect the Customer against the risk of such damages. The liability for damages resulting from personal injuries (loss of life, physical wellbeing, health) due to negligence or intent on our side or on the side of our vicarious agents and/or employees remains unaffected. Each liability is limited to the damage foreseeable at the time of the contract conclusion.
2. We are not liable for damages of our products resulting from improper use, unless the Customer can refute a corresponding substantiated assertion that an improper use has caused the damage. Any use contrary to the technical specifications of our product information services (<http://www.egger.de/de-deu/egger-de-produkte.htm>), which can be referred to online, is in any case considered improper.
3. We are not liable for advertising statements made by third parties (e.g. manufacturers, as defined by § 4 (1) and (2) German Product Liability Act, or their vicarious agents) with respect to the quality of the merchandise or in case of labelling, with respect to certain characteristics of the merchandise, unless the ignorance of these advertising statements was intended or gross negligent from our side, or insofar as the advertising statements were corrected in an equivalent manner at the time of contract conclusion, or if the advertising statements could not influence the purchase decision.

#### **§ 11 Retention of title, securities**

1. The goods remain our property until our claims resulting from the delivery of the respective goods have been fully met. The Customer is entitled to process goods subject to the retention of title as part of correct business procedures as long as he is not in default. Processing and transformation of the retained goods by the Customer are deemed as carried out for us (in our name), although without any obligation for us. If our (co-)ownership becomes void through mixture/bonding/combination, it is hereby agreed that our contractual partner's (co-) ownership will pass to us in proportion to the value (invoice value). The Customer keeps the (co-)ownership for us without charge. Goods to which we hold (co-) title will be described below as "goods subject to retention of title". Our ownership of the goods subject to retention of title will last until our claims resulting from the delivery of the processed or mixed/bonded goods are fully met.
2. The Customer is entitled to sell the goods subject to retention of title, as long as he is not in default. Pledges and security assignment are not allowed to the extent that they affect our (co-)ownership. The claims resulting from the resale of the goods subject to retention of title or from any other legal reason (insurance, tort) regarding to those goods (including all balances due from current accounts) are, hereby, fully assigned to us by the

Customer. We revocably authorize him to collect the assigned claims for our account in his own name. This direct debit authorization may only be revoked if the Customer does not meet his payment obligations properly.

3. In case of seizure of the goods subject to retention of title by third parties, the Customer will indicate our ownership and notify us immediately.

4. In case of breach of contract by the Customer – in particular in case of payment default – we are entitled to take back the goods subject to retention of title or, if applicable, to demand the assignment of the claim of the Customer for surrender of property on the goods against third parties. In the return as well as in the seizure of the goods and unless the Consumer Credit Act applies, this does not constitute a withdrawal from the contract.

5. Upon our request, the Customer is obligated to give us a detailed listing of all claims transferred to us in accordance with this provision, including the customer's name and address, and to disclose to us all information necessary for the assertion of the claims assigned to us.

All costs incurred by re-possessing the delivery-object shall be borne by the Customer. We are entitled to use or sell the returned goods after prior warning and the expiry of a reasonable waiting period of time; the Customer also bears the costs for that

#### **§ 12 Construction changes**

We reserve the right to carry out construction changes at any time. We are not obligated, however, to carry out such changes on products already delivered.

#### **§ 13 Confidentiality**

Unless otherwise expressly agreed in writing, the information given to us in connection with orders shall not be considered as confidential.

#### **§ 14 Third parties' rights**

1. Pursuant to the other provisions of this contract we are only liable for third party rights (industrial property rights, patents, copyrights, trademarks, etc.) if the industrial property right exists under the law of the country in which the Customer has his billing address. We are only liable for rights of third parties according to the law of other countries if expressly agreed in writing.

2. The liability according to § 14(1) does not apply in so far as delivery items are produced in accordance with drawings, sketches, models or other equal descriptions or specifications provided by the Customer. In this case the Customer has to indemnify and hold us harmless in respect of all claims of third parties resulting from an asserted or actual infringement of a right.

3. The Customer is obligated to inform us immediately in writing about claims stated or put forth by a third party. The Customer is not entitled, without our consent, to acknowledge an infringement of third party rights and he will reserve all legal actions and settlement procedures to us. If the Customer ceases to use the products, he is obligated to inform the third party that the cessation of use does not constitute an acknowledgment of an infringement of an industrial property rights. The Customer will provide us all information necessary and grant other appropriate support.

4. In all other cases, §§ 9 and 10 of these General Terms and Conditions apply. The Customer has to contest the rights of third parties analogue as per provisions of § 9 (1) sentence 3.

#### **§ 15 Goods' returns**

In the event of consensual return of the goods or a return in the event of insolvency, we shall credit the present value of the goods taking into consideration the goods' condition, insofar as other utilisation is possible. A return of goods is only possible with our explicit written consent.

#### **§ 16 Applicable law, place of performance, jurisdiction, severability**

1. German law is applicable to these General Terms and Conditions and to the entire legal relations between us and the Customer, with the exclusion of the United Nations Conventions on Contracts for the international Sale of Goods (CISG). The German version of these Terms and Conditions will prevail in case of discrepancies of differences between the German and the foreign-language version.

2. The place of performance is the place of our delivering plant.

3. Insofar as the Customer is a registered company within the meaning of the German Commercial Code, a legal entity under public law or a Special Fund under public law, the exclusive place of jurisdiction - for all disputes arising

directly or indirectly from the contractual relationship - is Düsseldorf.

4. Should any of the clauses and provisions of these General Terms and Conditions be as a whole or partially invalid or void, the validity of the remaining clauses or part thereof shall not be affected.