

## General terms and conditions for the wood purchase

VRDE29 – RL - EN

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### 1. Jurisdiction

Country	Plant	
Germany	BEV; BRI; MBI; WIS	
Process Level 1	Process Level 2	Competence
Purchasing	Wood purchasing	

Validity: from 1 August 2013  
Reference No. 0216.0001

### 2. General terms and conditions for the wood purchase

The following terms and conditions apply to all contractual relationships of Egger Forst GmbH with registered office in 59929 Brilon im Kissen 19, of Egger Holzwerkstoffe Brilon GmbH & Co. KG with registered office in 59929 Brilon im Kissen 19, of Egger Sägewerk Brilon GmbH with registered office in 59929 Brilon im Kissen 19, Egger Beschichtungswerk Marienmünster GmbH & Co. KG with registered office in 37696 Marienmünster-Vörden Gewerbegebiet 4, Egger Holzwerkstoffe Wismar GmbH & Co. KG with registered office in 23970 Wismar am Haffeld 1 and Egger Holzwerkstoffe Markt Bibart GmbH with registered office in 91477 Markt Bibart Fuchsau 3 ("EGGER") with traders and contractors within the scope of their business operations and with legal entities under public law including special funds under public law.

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## § 1 Applicability of the Terms and Conditions

1. The purchase of wood is carried out exclusively on the basis of these terms and conditions. These therefore also apply to all future business relationships. The applicability of the seller's terms and conditions is hereby denied. This also applies if the seller, by way of counter-confirmations or in any other way, refers to its terms and conditions.
2. Deviations from the contract or these terms and conditions are only effective if they have been confirmed by EGGER in writing.
3. The application of the Tegernsee customs or other trade practices is excluded unless explicit reference is made to them.
4. These terms and conditions supersede all previous terms and conditions.

## § 2 Subject matter of the contract, change of parties

1. According to these terms and conditions, EGGER purchases wood free at point of dispatch, ready-moved wood lots free forest road or unfelled wood on its own initiative. The provisions of these terms and conditions apply to these three types of purchase, insofar as the applicability to only one type of purchase does not result from individual provisions.
2. EGGER can transfer the rights and obligations from this contract or parts of the contract to another company of the EGGER Holzwerkstoffe Group without requiring the consent of the seller. In this case, deliveries and invoicing are made directly to the other company of the EGGER Holzwerkstoffe Group. EGGER's liability arising from this contract is not affected by this provision. The collateral and down payments provided by EGGER also serve to secure the payment claims against the other company of the EGGER Holzwerkstoffe Group.

## § 3 Certification, attestations and proofs

1. The wood purchased under this contract originates from uses that comply with the respective valid statutory regulations (EUTR). The seller confirms that all the necessary permits and
2. approvals have been granted and can prove this at the request of EGGER by means of appropriate documentation.
3. The origin of the wood is stated in the contract or can be proven at the request of EGGER by corresponding documents.
4. When purchasing unfelled wood on its own initiative, EGGER pays particular attention in terms of harvesting the wood, depending on the certification of the seller, to compliance with the relevant PEFC and FSC standards.
5. It is a basic principle of both contracting parties to exclude the use of wood from controversial sources. If no certified wood is available, the seller shall make sure that the wood does not come from the following sources:
  - Illegally harvested wood;
  - Wood harvested in violation of traditional and fundamental civil rights;
  - Wood originating from uncertified forests with a high protection value;
  - Wood from genetically modified trees;
  - Wood originating from forests that will be converted into plantations or into non-forestry uses.

## § 4 Implementation of the wood purchase free at point of dispatch

1. The seller undertakes to deliver the agreed quantities within the agreed delivery periods at the agreed place of delivery. If no other place of delivery has been contractually defined, EGGER's plant is deemed to be the agreed place of delivery. If a binding delivery schedule has been agreed, the seller shall be granted a tolerance deviation of the monthly delivery quantity of +/- 5 %. If the deadline is not respected with regard to the binding delivery schedule, EGGER is entitled to refuse acceptance of the offered delivery quantity.
2. The risk and ownership of the wood is transferred to EGGER upon acceptance of the wood at the plant.

## § 5 Implementation of the wood purchase free forest road

1. The seller undertakes to comply with the agreed delivery quantities and delivery deadlines. If a binding delivery schedule is agreed, the seller shall be granted a tolerance deviation of the monthly delivery quantity of +/- 5 %. A balancing of the delivery quantity between the territories / places of delivery is possible in consultation with EGGER. If the deadline is not respected with regard to the binding delivery schedule, EGGER is entitled to refuse acceptance of the offered delivery quantity.
2. A ready-moved lot is notified by the seller by submitting a notification of completion in the form prescribed by EGGER by fax, e-mail or CoSeDat web form to EGGER. The minimum quantity per lot and territory should not be less than 50 fm. The minimum size of the timber pile should be 15 fm. Individual agreements are possible.
3. For sawn wood, the reference dimension is the number of pieces. This is to be determined at the forest road and written on the timber pile. The volume (forest dimension) collected via a suitable procedure acts as a planning dimension for the EGGER logistics department.
4. The risk and ownership of the wood is transferred to EGGER upon acceptance of the notification of completion.

## § 6 Implementation of the purchase of unfelled wood on its own initiative

1. The seller shall instruct EGGER before carrying out the harvesting work on site. The seller shall lay the foundations in good time for which it is responsible for carrying out the harvesting work, so that this can be started and carried out on time and without disruptions.
2. In order to guarantee EGGER proper execution of the harvesting work, the seller will provide EGGER with all the necessary information and documentation (especially maps) in a timely manner.
3. The instruction, guidance and supervision of the personnel employed by EGGER is the responsibility of EGGER. The seller is not authorised to give instructions to the assigned personnel. The seller is entitled to check that the work is carried out in accordance with the contract.
4. EGGER shall ensure the proper and timely processing of the wood quantities described in more detail in the schedule of appendices of the respective contract. Wood harvesting operations (felling, extraction) and the transportation of the wood are carried out in a manner that is kind to the crop, soil and paths. EGGER pays particular attention in terms of harvesting the wood, depending on the certification of the seller, to compliance with the relevant PEFC and FSC standards.

5. Work beyond the direct harvesting of wood, such as forest maintenance work or wood pile fumigation, falls under the seller's area of responsibility and is not part of the contract, unless otherwise agreed in the contract. Additional work that must be performed by EGGER for the harvesting work and was not part of the agreement can be invoiced by EGGER retrospectively.
6. The risk and ownership of the wood is transferred to EGGER when the harvesting of wood starts.

## § 7 Use of paths

Insofar as paths and areas owned by the seller have to be accessed or driven on for the execution of the contract, the consent required for this is deemed to have been given. If, for the execution of the contract, other paths or areas have to be used by EGGER for which consents are required, the seller is obliged to provide these consents.

## § 8 Measurement and sorting

1. The billing dimension is the plant input dimension. Other dimensions such as the forest dimension are only the billing dimension if this has been expressly agreed in writing between the contracting parties.
2. The measurement and sorting of the purchased wood is carried out by EGGER. The results are binding and the basis for billing.
3. For the plant input measurement of dimensional and quality parameters for sawn wood, EGGER exclusively uses a log measuring system and the associated measuring, control and evaluation technology, which is certified in accordance with the framework agreement for the measurement of logs at the mill issued by the German Forestry Council and the Association of the German Sawmill and Timber Industry [Version 2005-01-14] and for which a valid approval for measurement at the plant is available. For measurements in Austrian plants operated by the EGGER Holzwerkstoffe Group, the Austrian Trade Practices (ÖHU) are authoritative.
4. The measurement of logs at the plant is performed in accordance with item 6, General conditions for the measurement of logs, the framework agreement for the measurement of logs at the mill issued by the German Forestry Council and the Association of the German Sawmill and Timber Industry. [Version 2005-01-14] or, for measurements in Austrian mills, the Austrian Timber Trade Practices (ÖHU) are authoritative.
5. The weight measurement of industrial roundwood takes place immediately after receipt of the wood at the EGGER plant. For the ATRO weight measurement, the procedure steps and minimum standards of the framework agreement for the raw timber trade in Germany (RVR) or, for measurements in Austrian mills, the Austrian Timber Trade Practices (ÖHU) are authoritative.

## § 9 Settlement and remuneration

EGGER settles the purchase price with the seller using the credit note procedure. The decisive factor for the purchase price is the measurement and sorting by EGGER at the plant. Wood that was measured by the 15th of a month

is settled by credit note on the 15th of the month. Wood that was measured from the 16th of a month until the end of the month is settled at the end of the month by credit note. Payment is made within 14 days after date of credit note with 2 % discount. In deviation from this, the credit notes issued on

April 15 are only due in the first week of May and the credit notes issued on October 15 are only due for payment in the first week of November with a 2 % discount.

## § 10 Warranty, liability, compensation

1. EGGER's assortment specifications apply to the quality.
2. Claims for compensation due to non-performance or defective performance, from unlawful acts as well as on all other legal bases are excluded both against EGGER as well as against its vicarious agents or executing assistants, except in cases of wilful intent or gross negligence.
3. This shall not apply if the liability is based on an express written assurance that is intended to safeguard the seller from the risk of such damage.
4. In any case, any claims for compensation shall be limited to the damage foreseeable at the time of conclusion of the contract.
5. Liability for damages resulting from injury to life, body or health shall remain unaffected.

## § 11 Force majeure, calamities

1. Both parties shall be released from the performance of their obligations if and as long as a case of force majeure exists; force majeure are all events unavoidable for the parties. The party claiming force majeure must notify the other party immediately of the beginning and end of the force majeure. Should the force majeure last longer than 4 weeks, both parties will make a decision regarding the further execution of the contract. If no amicable solution can be reached in this respect, both parties may, with regard to the not yet fully performed parts of the contract, withdraw from the contract.
2. In the event of unforeseeable major damage events such as forest fires, calamities or windfall events, either party may request a renegotiation of quantities, prices and deadlines. If a major event leads to significant changes in the market price for wood in EGGER's purchasing area, for all positions not yet harvested or quantities of wood not yet felled, prices adjusted to the new market conditions shall be agreed. In return, EGGER undertakes, in the event of major damage events in the seller's business segment, to purchase quantities with preference to the latter.

## § 12 Secrecy

Unless otherwise agreed in writing, it is only permitted with the express permission of EGGER to disclose information about the existence or content of the business relationship to third parties.

## § 13 Applicable law, jurisdiction, severability

1. German law applies to these terms and conditions and the entire legal relationship between EGGER and the seller.
2. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Düsseldorf.
3. Should any provision in these terms and conditions or any provision within the scope of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.