

General Terms and Conditions

Solida Holz GmbH, Teichweg 5, 35396 Gießen, Germany

1. Scope

a) The following General Terms and Conditions, supplementing the customary business practices in the forestry and logging industry, apply to all agreements, deliveries and other services in business dealings with businesses, legal persons under public law or special funds under public law in terms of Section 310 I German Civil Code [BGB], unless agreed otherwise. These Ts&Cs include rendered consulting services that are not the subject of a separate consulting agreement.

b) We hereby object to any derogating terms and conditions, in particular, any terms of purchase of the Buyer.

These Ts&Cs become a component of the agreement, even if the Seller does not make express reference to the incorporation of these Ts&Cs in individual cases within the scope of an active business relationship.

2. Offer and Conclusion of the Agreement

a) All of the Seller's offers in catalogs, sales materials and the Internet are non-binding in any case and are considered invitations to the submission of an offer by the Buyer, unless the Seller expressly designates an offer as binding.

b) Orders of the Buyer are accepted, if the Seller confirms such orders in writing or promptly fulfills such orders after receipt. In the second case, the Seller's invoice is considered to be the order confirmation.

c) The Seller may demand simultaneous payment against delivery or the provision of adequate securities within a reasonably set period, if, after the conclusion of the agreement, the Seller becomes aware of facts and circumstances, in particular delay in payment for past deliveries, that raise concern according to the Seller's reasonable judgment that the Seller's claim to the purchase price may be at risk due to the Buyer's lack of funds.

3. Data Storage

Solida Holz GmbH stores and processes personal data collected within the scope of the business relationship according to the provisions and regulations of the German Federal Data Protection Act [BDSG].

4. Delivery, Passing of Risk, Default

a) The risk passes from the Seller to the Buyer upon having provided the goods at the agreed delivery site.

b) Partial deliveries are permitted to the extent reasonable to the Buyer.

c) If the Seller is not responsible for delayed deliveries due to the occurrence of events of force majeure after the conclusion of the agreement, in particular due to strike, disruption of transportation routes, interruption of operations or lock-outs, the delivery period is to be reasonably extended, if the Seller furnishes proof that these impediments actually affect the delivery of the goods sold. The same applies, if the Seller's suppliers or sub-suppliers are affected by such delays.

d) The Seller notifies the Buyer of delivery delay start and end dates within a reasonable period. In the case of force majeure events, the Buyer may demand that the Seller expressly informs the Buyer, if the Seller withdraws from the agreement or if the Seller will deliver the purchased goods within a reasonable period. If the Seller does not promptly inform the Buyer of the Seller's intention, the Buyer may withdraw from the agreement with immediate effect without the Seller having any right to compensation.

e) These provisions also apply to the Buyer to the same extent, should such impediments affect the Buyer.

f) In respect to timely delivery the Seller is exclusively liable for fault on the part of the Seller or its vicarious agents. Upstream suppliers are not vicarious agents of the Seller. For this reason, the Seller is not liable for fault on the part of upstream suppliers. At the request of the Buyer, the Seller is obligated to assign to the Buyer any claims the Seller may have against the upstream suppliers.

g) In the event of delayed delivery, the Buyer undertakes to inform the Seller within a reasonable period, if the Buyer insists on delivery or withdraws from the agreement and / or demands damages in lieu of performance.

5. Payment

a) The purchase price is due immediately without any deductions upon receipt of goods, unless special arrangements were entered into.

b) Payment by way of bill of exchange requires a separate agreement between the Seller and the Buyer. Payment by way of bill of exchange is only permitted based on a separate agreement. Bills of exchange and checks are only accepted on account of payment and not on account of performance. In the case of protest of a check or bill of exchange, the Seller may demand immediate payment in cash against simultaneous return of the bill of exchange or check.

c) In the case of delay in payment, the statutory provisions apply. Agreed cash discounts are not granted, if the Buyer is in delay in payment with prior deliveries.

d) If the Buyer is in arrears by way of a reminder (Section 286 Para 1 German Civil Code [BGB]) or the Buyer does not honor a bill of exchange when due, the Seller may, after prior written reminder, take back the goods and may enter the Buyer's premises to take possession of the goods, if required. In addition, the Seller may prohibit the removal of the delivered goods. The Seller's taking back of the goods does not represent withdrawal from the agreement.

e) Refusal or withholding of payment is excluded, if the Buyer was aware of any defects or other grounds for complaint prior to the conclusion of the agreement. This provision also applies, if the Buyer did not become aware of the defect due to gross negligence, unless the Seller fraudulently concealed a defect or other grounds for complaint or the Seller guaranteed the quality of the goods.

Otherwise, payment may only be withheld to a reasonable extent for defects or other complaints. In case of dispute, an expert appointed by the Buyer's Chamber of Commerce [IHK] decides on the amount to be withheld and assigns the costs of the expert's involvement in his fair judgment.

f) The Buyer may only set-off against claims that are recognized by the Seller or claims that are recognized by declaratory judgment.

6. Wood Properties

a) Wood is a natural product. For this reason, the natural properties, variations and characteristics must be taken into account at all times. The Buyer must, in particular, consider the biological, physical and chemical properties of wood, when purchasing or using wood.

b) The bandwidth of natural color, structure and other variations within a type of wood is a property of the natural product wood. These variations do not represent grounds for complaints or create any liability.

7. Notice of Defects, Liability in the Case of Defects

a) In the case of defects, the Seller is only liable in terms of Section 434 German Civil Code [BGB] as follows: The customer is obligated to inspect received goods regarding defects and quality without undue delay. The customer is obligated to give written notice of defects to the Seller of any identified manifest defects without undue delay, at the latest, however, after seven (7) days from goods' receipt.

Section 377 German Commercial Code remains unaffected in the case of commercial transactions

among businessmen. Otherwise, we refer to the Tegernsee Customs Policy [Tegernseer Gebräuche].

b) The customer may not dispose of goods, if the customer identifies a defect in the goods (the goods may not be divided, resold or processed), until the parties reach an agreement to solve this situation or

an expert at the Buyer's seat engaged by the local Chamber of Commerce [IHK] secured the evidence [Beweissicherungsverfahren].

c) The Seller has the right to determine the type and scope of subsequent performance (rectification of defects or replacement) taking the type of defect and the justified interests of the Buyer into account.

d) The Buyer is obligated to inform the Seller as soon as possible, if a warranty claim occurs in connection with a consumer.

e) Claims for defects in quality become time-barred after a period of twelve (12) months, unless Sections 438 Para 1 No. 2 (Construction and associated components and materials), 479 Para 1 (Right of Recourse) and 634a Para 1 No. 2 (Construction Defects) German Civil Code [BGB] provide for longer periods of limitation.

f) Section 8 (General Limitation of Liability) deals with damage claims.

8. General Limitation of Liability

a) Damage claims of the Buyer, for any reason whatsoever, are excluded, in particular for violation of contractual duties and tort.

b) This provision does not apply to claims based on the German Product Liability Act, in cases of intent or gross negligence, to claims arising from a guarantee, injuries to life, body or health, as well as to claims arising from a violation of material contractual obligations. The damage claim arising from a violation of material contractual obligations is, however, limited to the foreseeable damage that is typical for such agreements, unless such damage is caused by gross negligence or intent or the Seller is liable for injuries to life, body or health. The aforementioned provisions do not change the burden of proof to the detriment of the Buyer.

9. Reservation of Title

a) The goods remain the Seller's property until the purchase price is paid in full. The Seller also retains title to goods that the Buyer purchases from the Seller within the scope of an active business relationship until all current and future claims of the Seller against the Buyer from the business relationship are satisfied. This provision also affects agreements that are concluded simultaneously or at a later date and this provision also applies in the case that individual or all claims of the Seller are included in an invoice and a balance is stricken and recognized by the parties.

If the Seller is responsible for a bill of exchange issued by the Buyer in connection with the payment of the purchase price by the Buyer, the retention of title does not expire prior to such bill of exchange being honored by the Buyer as the drawee.

If the Buyer is in arrears, the Seller is entitled to take back the goods after reminding the Buyer in writing and the Buyer undertakes to return the goods.

b) If the Buyer processes the goods, subject to the retention of title, so that a movable object is created, this processing is performed for the benefit of the Seller without creating any obligation for the Seller. The new object becomes the Seller's property. If the goods are processed jointly with goods that are not the Seller's property, the Seller acquires co-ownership to the new object proportionate to the ratio between the value of the goods, subject to the retention of title, and the other goods at the time such goods were processed. If the goods, subject to the retention of title, are combined, mixed or commingled with goods that are not the Seller's property according to Sections 947, 948 German Civil Code [BGB], the Seller acquires co-ownership to the new object according to the statutory provisions. If the Buyer acquires sole ownership through the combination, mixing or commingling of the goods, the Buyer, hereby, transfers to the Seller co-ownership proportionate to the ratio between the value of the goods, subject to the retention of title, and the other goods at the time such goods were combined, mixed or commingled. The newly created object is also defined as goods, subject to the retention of title, in terms of the above provision. In these cases, the Buyer is also obligated to keep the newly created object owned or co-owned by the Seller, free of charge.

c) If the goods, subject to the retention of title, are resold alone or jointly with goods that are not the property of the Buyer, the Buyer, hereby, assigns to the Seller all claims, including all ancillary rights, arising from the resale of such goods in the amount of the value of the goods, subject to the retention of title. The Seller hereby accepts the assignment. The value of the goods, subject to the retention of title, is equal to the invoice amount. If the resold goods, subject to the retention of title, are co-owned by the customer, the assignment of the claim extends to the amount that is equal to the value of the Buyer's share in the co-ownership.

d) If the Buyer combines the goods, subject to the retention of title, as a material component with a real property, ship or aircraft of the Buyer or a third party, the Buyer, hereby, assigns to the Seller the claim arising from the resale of such real property, real property rights, the ship or aircraft in the amount of the value of the goods, subject to the retention of title. The Seller hereby accepts the assignment.

e) The Buyer is entitled to resell the goods, subject to the retention of title within the normal course of business. The Buyer hereby assigns, however, to the Seller all claims, including all ancillary rights, arising from such resale in the amount of the value of the goods, subject to the retention of title. The Seller hereby accepts the assignment. The value of the goods, subject to the retention of title, is equal to the Seller's invoice amount.

f) The Buyer is not entitled to pledge or assign the goods, subject to the retention of title, as security.

g) The Buyer may, unless revoked, collect the assigned claims. The Seller will not use its rights to collect its claims, as long as the Buyer meets its payment obligations to the Seller. At the Seller's request, the Buyer is obligated to provide the Seller with the debtor's name of the assigned claim and to notify the debtor of the assignment. The Seller's right to notify the debtor of the assignment remains unaffected.

h) The Buyer is obligated to promptly notify the Seller of any execution measures and other third party interventions against the goods, subject to the retention of title, and to provide the Seller all documentation required to file an appeal against such measures according to Section 771 German Code of Civil Procedure [ZPO].

i) The Buyer's right to the resale, use or combination of the goods, subject to the retention of title, terminates in the event an application for the opening of insolvency proceedings is filed and / or the Buyer suspends payment. The Buyer's authorization to collect assigned claims and the direct debit authorization in the case of a protest of a check or bill of exchange also terminates. The above provision does not affect the insolvency administrator's rights.

j) The Seller is obligated to return or release securities provided by the Buyer, at the Seller's option, if the value of the provided securities exceeds the Seller's claims by more than 20% (if applicable, reduced by partial or advance payments made by the Buyer).

The ownership to the goods, subject to the retention of title, and the assigned claims is transferred to the Buyer upon payment of all claims from the business relationship by the Buyer.

10. Place of Jurisdiction

Place of jurisdiction and place of performance for all deliveries and payments, as well as all disputes between the parties arising directly or indirectly from this agreement or the business relationship is the Seller's head office, if the Buyer is a businessperson, legal persons under public law or special funds under public law. The Seller reserves, however, the right to sue the Buyer at the Buyer's seat.

All legal transactions with Solida Holz GmbH are exclusively governed by the laws of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

11. Effectiveness Clause / Severability

Should individual provisions of these General Terms and Conditions of Sale and Delivery be invalid, in whole or in part, this does not affect the effectiveness of the remaining provisions or parts thereof.