

**GENERAL TERMS AND CONDITIONS OF PURCHASE**

HASSLACHER group

(May 2025)

**1. SCOPE OF APPLICATION**

- 1.1.** These General Terms and Conditions of Purchase ("**GTP**") shall apply to all orders placed by the respective company of HASSLACHER group (see clause 17). The GTP shall be binding for all current and future business transactions on the purchasing side of HASSLACHER group (also referred to as "**HASSLACHER**"), for purchase, work, supply or service agreements concluded between the respective HASSLACHER company as the customer (hereinafter also referred to as the "**Customer**") and the contractual partner as the seller, supplier or other service provider (hereinafter referred to as the "**Contractor**"), even if no express reference is made to them. The purchase of services or goods (hereinafter jointly referred to as "**Goods**") shall be made exclusively in accordance with these GTP, unless special terms and conditions of purchase of HASSLACHER Group exist for specific services, which shall take precedence over these GTP.
- 1.2.** Any provisions deviating from or supplementing these GTP shall only become part of the contract if they are agreed in writing by HASSLACHER. The Contractor's general terms and conditions are hereby rejected, so that they shall not become part of the contract unless HASSLACHER has expressly agreed to their validity in writing in individual cases. Deviating agreements made with the Contractor in individual cases (including supplements and amendments) shall in any case take precedence over the GTP.

**2. CONCLUSION OF CONTRACT**

- 2.1.** Declarations by the parties regarding the conclusion or amendment of the contract must be made in writing. The written form requirement is also met by transmission in electronic form.
- 2.2.** Offers or other pre-contractual services of the Contractor shall be free of charge for the Customer and shall not be remunerated unless such remuneration is mandatory by law. The Contractor must adhere to the requirements and specifications of the Customer's enquiry in its offer. The Contractor shall check the Customer's requirements and specifications for errors, ambiguities, incompleteness or unsuitability and shall inform the Customer of this immediately.
- 2.3.** In the event of deviations, the Contractor shall expressly and separately inform the Customer thereof. Deviations from the order shall only be valid if they have been confirmed in writing by the Customer. An unconditional acceptance of the services shall not be deemed confirmation or consent to a deviation.
- 2.4.** By concluding the contract, the Contractor confirms that it has received all information in full in order to be able to provide the services/deliver the Goods assigned to it in a proper and timely manner.



### **3. PRICES**

The agreed prices are binding fixed prices and - unless expressly agreed otherwise - include all ancillary costs necessary for the fulfilment of the contract (e.g. transport costs, packaging, insurance, etc.), so that no further costs or fees are to be reimbursed by the Customer in addition to the agreed price.

### **4. DELIVERY TIME**

**4.1.** The agreed delivery dates are binding. The handover of the Goods or complete provision of the service at the agreed place of fulfilment shall be decisive for the timeliness of the service. The Contractor shall only be entitled to premature delivery/performance or partial deliveries with the written consent of the Customer. The Contractor shall notify the Customer immediately in writing of any delays in delivery, stating the expected delivery date. The rights of the Customer due to delay shall remain unaffected.

**4.2.** If the Customer is in default of acceptance, the Contractor shall not be entitled to deposit the Goods.

**4.3.** In the event of default of acceptance, the Customer shall only be obliged to reimburse the Contractor for proven additional expenses if it has caused the default of acceptance intentionally or through gross negligence.

**4.4.** If the Contractor is culpably in default with the fulfilment of its obligation, a contractual penalty in the amount of 0.2% of the net contract value, but no more than 5% of the net contract value, shall be forfeited at the end of each working day of default, which shall be offset against any damages. The Customer 's further rights due to default shall remain unaffected.

### **5. DELIVERY, TRANSFER OF RISK AND ACCEPTANCE**

**5.1.** The Contractor shall deliver the Goods to the Customer at the Contractor's expense and risk to the agreed destination (in accordance with Incoterms 2020 "DDP" unless a different Incoterm is agreed separately). The Customer may request delivery to a different destination up to four (4) weeks before the agreed delivery date. The Customer shall reimburse the Contractor for any additional reasonable costs associated with such change upon presentation of appropriate evidence.

**5.2.** The Contractor shall notify the Customer about dispatch of the Goods by e-mail as soon as possible, at the latest upon dispatch. The notification of readiness for dispatch and any further correspondence must contain the delivery date, the Customer 's ordering office, the receiving office, the project name and project number, the order number and the order date.

**5.3.** The Contractor shall carry out quality control in accordance with generally recognised and valid standards or in accordance with the existing guidelines relating to the Goods and shall provide the Customer with suitable evidence of this at the latest upon handover. At the request of the Customer, the Contractor shall provide the Customer with suitable evidence of the quality control at any time. The Customer shall also have the right to monitor the quality control after prior



notification. Furthermore, the Customer shall be entitled to demand the production of a sample against separate remuneration in order to check whether the Goods meet the required quality standard.

- 5.4.** The Contractor shall pack the Goods appropriately for transport and ensure that the Goods are labelled and transported in accordance with the regulations (in accordance with the provisions of the country of (i) origin, (ii) transit and (iii) destination) and that any necessary declarations are made. The Contractor shall take back packaging material at the request of the Customer without reimbursement of any expenses.
- 5.5.** The Goods shall be handed over at the place of destination to authorised employees of the Customer together with all necessary documents (in particular all documents required for import customs clearance). The contractual condition and completeness of the Goods shall not be recognised upon confirmation of receipt. A duty of the Customer to immediately notify any defects is expressly waived.
- 5.6.** The Contractor shall be obliged to comply with all regulations relating to the import, export or re-export of the Goods and to inform the Customer immediately of any export restrictions or other material circumstances in this connection.

## **6. LIABILITY**

- 6.1.** The Contractor warrants that the Goods have the agreed quality, are suitable and fit for the intended purpose, are state of the art and comply with all relevant standards under private and public law. The Contractor further warrants that no third-party rights - in particular no intellectual property rights, copyrights or patents - are infringed by its contractual performance. Acceptance or approval of submitted samples or specimens shall not constitute a waiver of warranty or other claims.
- 6.2.** Unless agreed separately in these GTP or otherwise with the Contractor, warranty claims and claims for damages shall be governed by the applicable statutory provisions.
- 6.3.** In the event of subsequent fulfilment, the Contractor shall also bear the costs for the removal and installation of the defective Goods. The Contractor shall also be obliged to compensate for damage to other items as a result of the removal and installation of the defective Goods and shall indemnify the Customer against claims by third parties in this respect.
- 6.4.** The place of fulfilment for subsequent performance is the place where the Goods are located in accordance with their intended purpose. If the Goods are installed by a third party, the subsequent fulfilment must be carried out in coordination with the third party.
- 6.5.** The limitation period for warranty claims or claims for damages shall be suspended upon receipt of the Customer 's written notification of defects or damage by the Contractor until the Contractor rejects the claims, declares the defect to be remedied or otherwise refuses to continue negotiations on the claims raised. In the event of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall begin anew.



- 6.6.** If the Customer has entered into separate warranty and liability agreements or agreements on the statute of limitations with its client, which also cover the Contractor's Goods, the Contractor's liability towards the Customer shall correspond to the obligations that the Customer has towards its client, whereby a claim against the Contractor shall in any case expire at the earliest three (3) months after expiry of the limitation period agreed between the Customer and its client. At the request of the Contractor, the Customer shall inform the Contractor upon conclusion of the contract about the liability and limitation provisions relating to the Contractor's Goods and agreed with the Customer 's client.
- 6.7.** The Contractor assigns its claims for defects and damages against any suppliers to the Customer on account of performance, who accepts the assignment upon conclusion of the contract. The Contractor is authorised to assert the claims against its suppliers until revoked.
- 6.8.** If the contract between the Customer and its client provides for this, the Contractor further undertakes to assign warranty and liability declarations directly in favour of the Customer 's client or other beneficiaries.

## **7. SUBCONTRACTORS/SUB-SUPPLIERS**

The Contractor may only engage subcontractors or sub-suppliers for the provision of its services with the express written consent of the Customer. Even if the Customer has provided its consent, the services and actions of the subcontractors or sub-suppliers shall be attributed to the Contractor and the Contractor shall be and remain fully liable for these services as for its own services.

## **8. INVOICING AND PAYMENT**

- 8.1.** The receipt of a proper and verifiable invoice sent to the invoice address specified by the Customer is a prerequisite for payments and payment deadlines. The invoice must in any case include the project name and project number, if available, as well as the order number and order date. A delivery note or proof of performance signed by the Customer must be enclosed. The invoice should preferably be submitted digitally to the e-mail address provided by the Customer. Incomplete information or invoices that cannot be checked for other reasons shall be rejected at the expense of the Contractor. The rejection of invoices shall suspend payment deadlines, which shall not begin to run again until the proper invoice is resubmitted
- 8.2.** Unless otherwise agreed, the payment period shall be 14 days with a 3% discount, 30 days with a 2% discount or 45 days without deduction. The respective payment period shall only commence after a completely defect-free delivery/service in conformity with the contract and the expiry of an inspection period of seven calendar days after receipt of the invoice.
- 8.3.** Electronic invoices shall only be accepted if sent to an e-mail address previously confirmed in writing by the Customer. Electronic invoices sent in any other way shall be deemed not to have been delivered and shall not be processed.
- 8.4.** In the event that the Customer has specified a weekly payment run, payments shall be deemed to have been made on time if they are made (outgoing) on the following payment run after expiry of the payment deadline. Invoices received between 20<sup>th</sup> December and 7<sup>th</sup> January of each year shall be deemed to have been received on 7<sup>th</sup> January. The issue of the transfer order to the bank is decisive for the timeliness of the payment.



**9. ASSIGNMENT/OFFSETTING/RIGHT OF RETENTION**

- 9.1.** The Contractor may only assign the claims for payment of the purchase price with the prior consent of the Customer.
- 9.2.** The Contractor shall only be authorised to offset if its counterclaims are undisputed or have been legally established.
- 9.3.** A right of retention on the part of the Contractor is excluded.
- 9.4.** The Customer is entitled to offset claims of the Contractor arising from or in connection with the respective contract against claims of the Customer or claims of affiliated companies of the Customer (see [www.hasslacher.com/Unternehmen](http://www.hasslacher.com/Unternehmen) ) or to exercise rights of retention in this respect.

**10. RETENTION OF TITLE**

Title to the Goods shall pass to the Customer upon handover to the Customer or to third parties designated by the Customer, unless the parties agree on another form of transfer of title. Retention of title - in whatever form - is excluded.

**11. INSURANCE /OTHER EVIDENCE**

- 11.1.** The Contractor shall maintain valid insurance appropriate for the services to cover any damage arising from or in connection with its services/delivery of its Goods with insurance cover of at least € 3 million for personal injury and € 1 million for property damage, financial loss and other damage per violation. The Contractor must maintain the insurance for as long as liability claims are not time-barred and must provide the Customer with proof of its existence upon conclusion of the contract.
- 11.2.** The Contractor shall not be entitled to any payments from the Customer until proof of insurance cover has been provided.
- 11.3.** The Contractor shall be obliged to notify the Customer in writing without delay if and to the extent that the insurance cover no longer exists in the agreed amount or is called into question.
- 11.4.** If separate evidence is required by law or customary in the industry for the respective service (e.g. clearance certificate for construction services), the Contractor shall submit the corresponding evidence to the Customer.

**12. CANCELLATION**

- 12.1.** The Customer may terminate the contract at any time without cause, as well as for good cause, until the Goods have been delivered/the services rendered in full. Good cause shall be deemed to exist in particular if the Customer 's order with its client on which the project is based is terminated or if the Goods or a sample produced does not meet the required quality standard.
- 12.2.** The Contractor may only terminate the contract for good cause.
- 12.3.** In the event of termination, the Contractor shall only be entitled to remuneration for the Goods delivered by it up to that point/the services rendered up to that point, insofar as the Customer also receives remuneration for these Goods/services from its client. The Contractor shall have no further claims, irrespective of the legal grounds.



### **13. CONFIDENTIALITY**

- 13.1.** The Contractor is obliged to treat all non-public commercial and technical details that become known to it through the business relationship as confidential. The Contractor undertakes to maintain absolute confidentiality in relation to third parties with regard to all documents, knowledge and information about the services and the underlying project to which it has access.
- 13.2.** The obligation to maintain confidentiality shall remain in force even after the termination of the Contractor's activities for the Customer. Any sub-suppliers, subcontractors, other persons working for the Contractor and the Contractor's own employees shall be obliged to comply with the confidentiality obligation accordingly. The Contractor's liability towards the Customer shall remain unaffected.
- 13.3.** Documents of any kind which the Customer provides to the Contractor, such as samples, drawings, models and the like, shall remain the property of the Customer; they may not be used for purposes other than the contractual purposes, reproduced or made accessible to third parties. These documents, including any copies made, must be returned to the Customer without special request if they are no longer required for the fulfilment of the order, but at the latest at the end of the warranty period.

### **14. COMPLIANCE AND ADHERENCE TO LEGAL REGULATIONS**

- 14.1.** The Contractor undertakes to take all measures that are necessary and appropriate to combat corruption and to avoid other legal violations by it, its legal representatives, employees or other third parties commissioned by it, in particular violations of antitrust law, competition law, environmental protection, criminal law and the rights of employees.
- 14.2.** The Contractor shall comply with all other statutory provisions, in particular in the areas of occupational health and safety and minimum wage standards, and declares that the remuneration of its employees does not contravene any minimum wage standards. In addition, the Contractor shall provide its services in accordance with generally accepted principles and standards regarding social and ecological responsibility and internationally recognised human rights.
- 14.3.** In addition, the Contractor shall accept the code of conduct for suppliers of the HASSLACHER group, comply with the principles contained therein and confirm this to the Customer in writing.
- 14.4.** In the event of a breach of these obligations or if there is reasonable suspicion of such a breach, the Contractor must inform the Customer immediately and inform it of the remedial measures it is taking to remedy the breach and prevent future breaches. Irrespective of this, in the event of such a breach, the Customer shall be entitled to terminate the contract concerned or/and the business relationship as a whole with immediate effect. Further claims of the Customer shall remain unaffected.

### **15. APPLICABLE LAW, PLACE OF JURISDICTION, PLACE OF FULFILMENT, LANGUAGE**

- 15.1.** All contractual relationships shall be governed exclusively by the law of the country in which the company of HASSLACHER group acting as customer has its registered office. The application of the conflict of laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods shall be excluded. The place of fulfilment shall be the registered office of the Customer.



**15.2.** For all disputes arising between the parties from or in connection with the transactions concluded (also in the future), the parties agree that the court with subject-matter jurisdiction shall have jurisdiction at the registered office of the respective company of HASSLACHER group acting as customer.

**15.3.** In the event that these GTP are also provided in a foreign language translation, only the German version is to be used for questions of interpretation.

## **16. SEVERABILITY CLAUSE**

Should any provision of this GTP or of the contract itself be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. Ineffective provisions shall be replaced by effective provisions that come as close as possible to the economic effect of the ineffective provisions.

## **17. HASSLACHER GROUP**

**17.1.** These GTP apply in relation to the Contractor with the following companies of HASSLACHER group:

HASSLACHER Holding GmbH, FN 258189s, Feistritz 1, 9751 Sachsenburg, Austria;  
HASSLACHER DRAULAND Holzindustrie GmbH, FN 115808g, 9751 Sachsenburg, Austria  
NORICA TIMBER Vertrieb GmbH, FN 183354p, Feistritz, 9751 Sachsenburg, Austria  
NORITEC Holzindustrie GmbH, FN 211966s, Feistritz 1, 9751 Sachsenburg, Austria  
HASSLACHER PREDING Holzindustrie GmbH, FN 60202h, Wohlsdorferstr.1, 8504 Preding, Austria  
HASSLACHER Holzbausysteme GmbH, FN 365470g, Feistritz 1, 9751 Sachsenburg, Austria  
Nordlam GmbH, HRB 112001, Gasereistraße 1, 39126 Magdeburg, Germany  
HASSLACHER Holzbauteile GmbH & Co KG, HRA 4248, Am Hundsrück 2, 63924 Kleinheubach, Germany  
Gemson GmbH, FN 300445g, Lainach 113, 9833 Rangersdorf, Austria  
HASSLACHER Green Tower GmbH, FN 381634b, Feistritz 1, 9751 Sachsenburg, Austria  
Dickel-Holz GmbH & Co KG, HRA 3198, Bettenkamp 1, 57392 Schmallenberg-Bad Fredeburg, Germany  
HASSLACHER Building Solutions GmbH, FN 589692w, Feistritz 1, 9751 Sachsenburg  
TAUERNHOLZ Forstservice GmbH, FN 369531 d, Feistritz 1, 9751 Sachsenburg, Austria  
Holzbau Hofer GmbH, FN 40401p, Nikolsdorf 148, 9782 Nikolsdorf, Austria

**17.2.** If the HASSLACHER group expands beyond the above-mentioned companies to include other companies, HASSLACHER shall inform the Customer of the names of these companies in writing. The application of these GTP shall then also be deemed confirmed and agreed in the relationship between these companies and the Customer for future contracts.

