I. General

1. These General Terms and Conditions ("GT&Cs") are part of all offers and deliveries from, and other contracts with, the respective contractual partner from the HASSLACHER group for saw timber, laminated timber and solid structural timber, pallet goods and planed goods, pellets, composite material, shoppered timber and sawed and planed timber envelopes (the "Goods"). However, these GT&Cs shall apply only if the customer is a business owner, a legal entity under public law or a special fund under public law. Deliveries and sales of standard Goods are subject to the GT&Cs of the respective HASSLACHER group company, which shall also apply in the light of the respective industry and trade practices, in particular the Austrian timber trade practices.

3. These GT&Cs shall supersede all earlier terms and conditions of business of the HASSLACHER group.

4. The conclusion of the contract shall be subject to the Goods being available at the HASSLACHER group's discretion.

II. Formation of the Contract

1. A contract shall be deemed brought about when the countersigned order acknowledgement is sent back to the ordering company. The order acknowledgement shall only be valid if an agreement is made with the HASSLACHER group. In any event, agreements made with the HASSLACHER group shall take precedence even over these GT&Cs.

3. The customer shall not be entitled to set off its own claims, unless set-off has been separately agreed upon in writing or has been determined by a final and non-appealable court judgment.

4. Claims against the HASSLACHER group shall not be assigned to third parties.

VII. Retention of Title

1. The HASSLACHER group shall retain title to the delivered goods until the purchase price, including any additional charges, has been paid in full. If payment has been made in instalments, the payment shall be secured, from the time of the passage of risk onwards, by all loss caused by breakage, destruction, theft or other natural disasters, or if a defaulter is secured, and properly and adequately insure them against all risks foreseeable in the ordinary course of business.

2. The customer shall not be entitled to sell the Goods in the ordinary course of business. In case the customer sells the Goods partly or completely, to a third party, the HASSLACHER group shall be entitled to prohibit the selling-on of the Goods that are under retention of title and demand that the customer either obtain their immaterial and immaterial parts by assigning to the HASSLACHER group (e.g., a declaration of assignment) or that they be destroyed, without any deduction, and be paid by bank transfer. If a payment is not made, the HASSLACHER group shall be entitled to be paid by bank transfer. If a payment is not made, the HASSLACHER group shall be entitled to prohibit the selling-on of the Goods that are under retention of title and demand that the customer either obtain their immaterial and immaterial parts by assigning to the HASSLACHER group (e.g., a declaration of assignment) or that they be destroyed, without any deduction, and be paid by bank transfer.

2. Sub-deliveries shall be taken receipt of by the customer, billed on a pro-rata basis and, regard-

less of any outstanding deliveries, be paid for. If the Goods are required to be formally accepted without acceptance, formal acceptance shall take place at reasonable intervals during the acceptance period.

3. In the event of any delay in dispatch from the contractor's sphere, the risk shall pass to the customer on the day when the Goods are ready for dispatch. If, after the Goods have been commenced the customer to take receipt of the Goods at the agreed date as a result of circumstances unforeseeable at the time of the conclusion of the contract, and the HASSLACHER group is not, from the time of the goods to the value of the processed or mixed item at the time of processing or mixing.

4. Due to the loading weight prescribed by law, there might be disparities between the quantity ordered and the quantity actually delivered.

V. Compensation and Warranty

1. Quantity-related complaints shall be lodged in detail in writing immediately upon receipt of the goods, with the freight document enclosed. Any quality-related defects shall, with all claims otherwise being excluded, be reported to the HASSLACHER group in writing, with a detailed description of the allegedly defective Goods, within 5 business days' receipt of the Goods, before the Goods are processed. The burden of proving defective-