



**General conditions and terms of delivery and payment
For non-commercial business transactions**

1. In the case of a cash sale, the purchase price is payable immediately upon receipt of the goods without any deductions.
2. In the case of targeted sales, payment is made immediately upon delivery of the goods, unless otherwise agreed.
3. The delivered goods remain the property of the seller until full payment is made.

**For commercial business transactions
§ 1 General information**

1. These terms and conditions of delivery and payment are an integral part of all offers and contracts for deliveries and services of the Seller, also in current and future business relations.
2. Unless they contradict our terms and conditions, the customs in the timber industry, in particular, the "Tegernseer Gebräuche" (Tegernsee customs) in the respective valid version with their appendices and their annex shall additionally apply.
3. Any conflicting or deviating terms and conditions of the Buyer, in particular the terms and conditions of purchase, shall only be binding if confirmed in writing by the Seller. Our terms and conditions of delivery and payment shall also apply if we make deliveries without express reservation in the knowledge of terms and conditions of the Buyer that conflict with or deviate from our terms and conditions of delivery.
4. If two letters of confirmation containing divergent contents or provisions intersect, the Seller's shall prevail.
5. The Seller has the right to use and store company data and the Buyer's personal data within the framework of the contractual relationship and per the provisions of the Federal Data Protection Act.

§ 2 Offers, delivery times

1. Offers of the Seller are subject to confirmation until the final confirmation of the order; subject to prior sale. Orders are binding offers of the buyer. The Seller undertakes to accept this offer in writing within 2 weeks. Orders shall be deemed to have been accepted if they have been executed by the Seller immediately after receipt of the order or on schedule.
2. Contracts and additional agreements require written confirmation to be valid.
3. Delivery periods shall apply subject to the correct and timely self-delivery, unless the Seller is responsible for

the incorrect or delayed self-delivery or has promised binding delivery periods in writing. Können Termine aus Gründen nicht eingehalten werden, die der Verkäufer nicht zu vertreten hat, so ist ein Rücktritt wegen der Verzögerung ausgeschlossen.

4. Selling prices shall only be deemed to be fixed prices if the Seller agrees to them in writing. The respectively valid value added tax is to be added to the sales prices. Unless otherwise agreed, they shall apply during free loading at the place of departure of the goods.
5. For deliveries within the EU, the Buyer must provide their VAT identification number. If the delivery is not subject to VAT, the Buyer must indicate this in good time and provide the necessary proof.
6. If written confirmations remain uncontested by the other party for four days, the content of the confirmation is considered agreed upon and is binding on both parties.

§ 3 Delivery and transfer of risk

1. The place of performance of the Seller's delivery is the loading point. After delivery, the Buyer bears the risk. The delivery shall be made to the agreed location. If the instructions are changed, the Buyer bears the additional costs.
2. Partial deliveries are permissible to a reasonable extent and are to be accepted.
3. Delivery-free construction site or delivery-free warehouse means delivery without unloading on condition that a delivery road is passable by a heavy truck. If the delivery vehicle leaves the drivable access road on the instructions of the Buyer, the Buyer shall be liable for any damage occurring. Unloading must be carried out immediately and properly by the Buyer. Waiting times for which the Buyer is responsible shall be charged to the Buyer.
4. The Seller's failure to meet delivery dates and deadlines entitles the Buyer to assert the rights to which they are entitled only after they have given the Seller a reasonable grace period of at least 8 business days.
5. Force majeure, labor disputes, or other unforeseeable, extraordinary events, such as sovereign measures, traffic disruptions, etc. release the Seller for the duration of their effects or if it is impossible to fulfill the delivery obligation.
6. In the event of delay or impossibility of performance, for which the Seller is responsible, the Buyer may withdraw from the contract within a reasonable time. Otherwise, the Buyer's claims are limited to the

reimbursement of proven additional costs (cover purchase). This requires that the Seller be notified in writing within a reasonable time - calculated from the moment of delay or impossibility of performance. At least three comparative bids must be received. Any further claims for damages shall be excluded. In the event of intent or gross negligence on the part of the Seller, legal representative, or trustee, compensation claims shall be limited to damages that could have been foreseen at the time the contract was concluded.

7. The Seller has the right to demand from the Buyer a lump sum compensation of 25% of the order amount without itemization if the Buyer does not accept the goods or otherwise fails to fulfill the contract. The number of damages is set higher or lower if the Seller proves a higher number of damages or the Buyer proves a lower number of damages.

§ 4 Payment

1. The invoice may be issued separately for each shipment, indicating the date of shipment of goods. This also applies to partial deliveries. The agreed payment periods start to accrue from this date.

2. Unless otherwise agreed, advance payments made in connection with contracts shall be allocated to the individual partial deliveries on a pro-rata basis.

3. The purchase price and prices for additional services are payable – unless otherwise agreed – upon delivery of the object of purchase and delivery or sending of the invoice. The Buyer must pay within 10 days without deductions.

4. The settlement of invoices by check or promissory note shall be made against payment and shall require the Seller's consent. Discounts, invoicing costs, and expenses shall be borne by the Buyer unless otherwise agreed. As a matter of principle, reverse bills of exchange are not issued. Should this exceptionally occur in individual cases, which must however be expressly agreed, a discharging performance shall only occur when the Seller receives the purchase price and at the same time no further liabilities exist.

5. The Seller has the right to charge the Buyer interest from the due date of payment in the amount of the value of the loan to be paid by the Buyer, but not less than 8 percentage points above the prime rate (§ 247 BGB); the right to claim further damages is reserved.

6. In the event of default in payment, protest of a check or bill of exchange, the Seller shall be entitled to make further deliveries only against advance payment, to make all outstanding invoice amounts due immediately and to demand cash payment or security against the return of bills of exchange accepted on account of payment.

7. The contractual payment dates shall also be complied with if a notice of defect proves to be justified to an extent to be designated as insignificant following § 459 Para. 1 Sentence 2 BGB (German Civil Code). Moreover, in the event of a justified notice of defect of defective goods within the meaning of § 459 para. 1 of the German Civil Code (BGB) raised in due time, the Buyer may provisionally retain only that part of the purchase price which

corresponds to the invoice amount of the part of the delivery duly complained about.

8. The offsetting of counterclaims is only permissible insofar as these are undisputed claims or claims that have become *res judicata*.

§ 5 Condition, warranty

Wood is a natural material, so its natural properties, variations, and characteristics must always be observed, in particular, the Buyer must consider its biological, physical, and chemical properties when buying and using it. If necessary, professional advice should be sought.

1. Obvious defects must be notified immediately, no later than 14 calendar days from the date of receipt of the goods by the Buyer. In the case of discoloration, however, the period for notification of defects shall be reduced to 7 calendar days, unless the delivery of dry goods has been agreed upon. In particular, in the summer at hot temperatures, cracks may appear on the products, for which no one is responsible. The Buyer's claim for a right of return for these reasons is excluded.

2. Defects that are not obvious, even during or after processing, must be reported as soon as they are discovered, no later than within 14 calendar days. This does not apply to round timber and lumber. In this case, a notice of defects, even in the case of hidden defects, is only possible within 14 calendar days, and in the case of discoloration within 7 calendar days after the handover of the goods. The inspection obligations according to § 377 HGB remain in force.

3. If acceptance is made by the Buyer or their representative, subsequent claims are excluded.

4. Furthermore, guaranteed features within the meaning of § 459 paragraph 2 of the German Civil Code must be clearly identified as warranties. Reference to DIN standards only implies the conformity of the product to the standard and does not constitute a warranty of the Seller unless such a warranty has been expressly agreed upon.

5. If the Seller also performs installation, laying or assembly of construction elements, the VOB (VOB), namely the General Conditions of Contract for Construction Works (VOB Part B) and the General Technical Rules for Construction Works (VOB Part C) shall be an integral part of all bids and contracts for such construction works.

6. The Buyer's claims in the event of defective delivery are limited to the right to subsequent delivery of defect-free goods within a reasonable period. Further claims, in particular claims for damages arising from the positive breach of contract, breach of contract, and tort, are excluded unless they are based on intent or gross negligence on the part of the Seller, legal representative, or trustee. In these cases, liability is also limited to damages that could have been foreseen at the time the contract was entered into.

§ 6 Reservation of proprietary rights

1. The delivered goods remain the property of the seller as reserved goods until payment of the purchase price and settlement of all claims arising from the business relationship and claims still arising from the subject matter of the purchase. The inclusion of separate claims in a checking account or the drawing up of a balance and its

recognition does not abolish the reservation of property rights. If the Buyer's payment of the purchase price establishes the Seller's obligation under the promissory note, the reservation of title does not terminate before the promissory note is executed by the Buyer as the drawee. In the event of default in payment by the Buyer, the Seller undertakes to take back the reserved goods after issuing a reminder and the Buyer undertakes to surrender them.

2. If the reserved title goods are processed by the Buyer to form a new movable good, the processing is done on behalf of the Seller without incurring any obligations on them as a result; the new good becomes the property of the Seller. In the event of processing together with goods not owned by the Seller, the Seller acquires co-ownership of the new goods in proportion to the value of the reserved goods in relation to the other goods at the time of processing. If the reserved goods are combined, mixed, or blended with goods not owned by the Seller following §§ 947, 948 of the German Civil Code, the Seller becomes a co-owner under the provisions of the law. If the Buyer acquires sole ownership by combining, mixing, or blending, they hereby assign to the Seller the right of co-ownership in proportion to the value of the goods, subject to the reservation of title to the other goods at the time of combining, mixing or blending. In such cases, the Buyer shall keep free of charge the goods owned or co-owned by the Seller, which shall also be deemed to be goods to which title is retained within the meaning of the following provisions.

3. If the retained goods are sold by the Buyer separately or together with goods not owned by the Seller, the Buyer now assigns the claims arising from the resale to the value of the retained goods, with all additional rights and priority over the others; the Seller accepts the assignment. If the resold goods in respect of which the retention of title is retained are jointly owned by the Seller, the assignment of the claim shall extend to the amount corresponding to the value of the Seller's share in the joint ownership. Sentence 2 of Clause 1 applies accordingly to the extended retention of title; the provisional assignment according to Sentences 1 and 3 of Clause 3 also applies to the residual claim.

4. If the goods to which title is retained are installed by the Buyer as an essential component in the Buyer's property, the Buyer hereby assigns claims arising from the commercial sale of the property or property rights to the value of the goods to which title is retained, with all additional rights and with priority over the others; the Seller accepts the assignment. Paragraph 3 sentences 2 and 3 apply respectively.

5. If the goods to which title is retained are installed by the Buyer as an essential component in the Buyer's property, the Buyer hereby assigns claims arising from the commercial sale of the property or property rights to the value of the goods to which title is retained, with all additional rights and with priority over the others; the Seller accepts the assignment. Paragraph 3 sentences 2 and 3 apply respectively.

6. The Buyer shall be entitled and authorized to resell, use or install the reserved goods only in the ordinary

course of business and only subject to the proviso that the claims within the meaning of paragraphs 3, 4, and 5 are transferred to the Seller. The Buyer shall not be entitled to dispose of the reserved goods in any other way, in particular by pledging them or assigning them as security.

7. The Seller authorizes the Buyer, with the possibility of revocation, to collect the claims assigned following Paragraphs 3, 4, and 5. The Seller shall not exercise its authority to collect as long as the Buyer fulfills its payment obligations, including to third parties. At the request of the Seller, the Buyer must name the debtors of the assigned claims and notify them of the assignment; the Seller has the right to notify the debtors of the assignment.

8. The Buyer must immediately inform the Seller of any third-party enforcement actions against the reserved goods or assigned claims by submitting the necessary documents for objection.

9. The right to resell, use or install the goods with retention of title and the authorization to collect assigned claims shall cease if payments are stopped, a petition is filed, or a bankruptcy or judicial or extrajudicial composition proceeding is opened; the authorization to collect shall also cease if a check or bill of exchange is contested.

10. If the value of the securities provided exceeds the claims by more than 20%, the Seller is obliged to transfer or release them at his discretion. After the settlement of all the Seller's claims arising from the business relationship, ownership of the reserved goods and the assigned claims shall pass to the Buyer.

§ 7 Place of fulfillment and jurisdiction

1. The place of fulfillment for the payment of the purchase price and any other fulfillment by the Buyer is always the location of the Seller's place of business.

2. The place of jurisdiction for fully qualified tradesmen is 58099 Hagen.

§ 8 Final Provisions

If one or more of these provisions violate a legal prohibition or are legally invalid for other reasons, this does not affect the validity of the remaining provisions.

In this case, the contracting parties undertake to agree on a substitute provision that comes as close as possible to the economic purpose of the invalid provision. German law is exclusively applicable unless a written agreement to reject has been concluded in individual cases.

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State: September 2009