

i. Scope of validity

1.) Delivery and performance by ROLLWOOD Holztechnik GmbH & Co. KG (hereinafter, the "Supplier") are provided exclusively pursuant to these terms and conditions of sale and delivery. Upon acceptance of an offer or an order confirmation, but not later than upon issuance of an order or acceptance of performance by the Supplier, the contract partner acknowledges that the terms and conditions of sale and delivery apply to all business relationships with the Supplier. Once the Supplier's business terms and conditions have been agreed upon, they are also deemed agreed upon for contracts concluded in the future.

2.) Failure by the Supplier to object to differently worded business terms and conditions of the customer does not mean that it is in agreement with their validity. Their inclusion in the contractual relationship is objected to. Any deviation from the Supplier's terms and conditions is considered to be a refusal of the order, including where delivery is accepted under reservation of acceptance of the Supplier's terms and conditions.

3.) Terms and conditions that deviate from the Supplier's terms and conditions of sale and delivery may be agreed upon only with the Supplier's management and, in such case, do not become effective until it provides written confirmation.

ii. Scope of delivery and performance

1.) All offers of the Supplier are non-binding and subject to change. Orders, agreements, and prices do not become binding until the order is confirmed in writing.

2.) The mutual written declarations are controlling as to the scope of delivery and performance. If a contract is concluded without such mutual declarations being in place, then the Supplier's written order confirmation is controlling or, if one has not been given, the customer's written order.

3.) Side agreements, reservations, and amendments or supplementations of a contract require written confirmation by the Supplier in order to be valid.

4.) The delivery option remains reserved to the Supplier's benefit.

5.) Samples are for the purposes of guidance only. In the event of a purchase pursuant to sample or prototype, the characteristics of the sample are not deemed assured.

iii. Prices and payment terms

1.) Prices are ex-works of the Supplier, plus value-added tax applicable in connection with the delivery and, if relevant, insurance, packaging and shipping costs.

2.) The Supplier's payment claim is due within 30 days of the invoice date. When this deadline expires, the customer is in default. Default interest is assessed in the amount of the credit costs incurred by the Supplier that are customarily charged by banks, but at least in the amount of 3% above the discount rate charged by the German Bundesbank. A charge of EUR 5.00 is applied for each payment warning. The customer remains entitled to prove that damage from default was not incurred or that the amount of damage was substantially less.

3.) If the customer stops making its payments, if enforcement measures against it are unsuccessful, if a cheque or bill of exchange issued by it is not honoured, or if an application is filed for commencement of composition or bankruptcy proceedings concerning its assets, all of the Supplier's invoice claims become immediately due and payable.

4.) The customer may set off only such claims that are uncontested or have been reduced to an enforceable judgment.

5.) If the customer is a merchant, and if the contract is associated with the operation of its commercial enterprise, it is not entitled to exercise the right of refusal to perform under section 320 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB) or rights of retention. That also applies to a right of retention due to alleged defects in the delivery or performance prior to enforcing the warranty and to the commercial right of retention under section 369 of the German Commercial Code (*Handelsgesetzbuch*, HGB).

iv. Deadline for delivery or performance

1.) The mutual written declarations are controlling with respect to the deadline for delivery or performance. Section II (2) applies mutatis mutandis. Compliance with the deadline presupposes timely receipt of all documentation to be provided by the customer and compliance with the agreed payment terms and with the customer's other obligations. If these prerequisites are not met in a timely manner, the deadline is suitably extended.

2.) An agreed deadline is deemed complied with when the goods are made available to the customer. If shipping is agreed upon, the deadline is deemed complied with if the consignment is brought for shipping.

3.) If non-compliance with the deadline for delivery or performance is attributable to mobilization, war, riot, lock-out, incorrect or untimely delivery to the Supplier of supplies or raw materials despite a cover transaction, or the occurrence of circumstances that were unforeseeable or at least for which the Supplier is not responsible, the deadline is suitably extended.

4.) In the event of non-compliance with a deadline for reasons other than those specified in Clause 3, the customer's rights are directed at compensation of damage from delay under Section VII of these terms and conditions.

v. Reservation of rescission

The Supplier may rescind the contract if

1.) impediments to performance under Section IV (3) are not resolved within a reasonable period of time, or

2.) unfavourable circumstance subsequently become known about the contract partner's financial situation or creditworthiness, such as cessation of payments, unsuccessful compulsory enforcement, non-honouring of cheques or bills of exchange, or composition or bankruptcy proceedings.

vi. Transfer of risk and shipping

1.) Risk passes to the customer, including where freight-paid delivery has been agreed upon, once the delivery is made available to the customer at the Supplier's plant or, in the case of agreed dispatch, once the consignment has been brought or picked up for shipping.

2.) If shipping, delivery, or assembly is delayed at the customer's request or for reasons for which it is responsible, risk passes to the customer for the period of delay. However, the Supplier is obligated to obtain insurance for the customer at its request and expense.

3.) Packaging and shipping is undertaken at the customer's expense with the customary care. At the customer's request and expense, the consignment will be insured by the supplier against breakage and against damage from transport and fire.

vii. Default and impossibility

1.) The Supplier is not liable for impediments to performance within the meaning of Section IV (3), unless by way of exception they are attributable to it from the standpoint of fault in acceptance or precation.

2.) The Supplier owes compensation of damages due to default in or impossibility of performance only if it is culpable of wilful misconduct or gross negligence. The customer's statutory rights to terminate the contract remain unaffected.

viii. Warranty claims

The Supplier is liable for defects, which includes the absence of assured features, as follows:

1.) In view of the diversity of materials appearing on the market and the different processing methods, which are outside of its scope of influence, the Supplier generally provides no assurance of the relevant features of a delivery or performance. In particular, performance descriptions of the individual products do not have the character of an assurance. It is recommended that it be determined through adequate self-testing whether the different varieties offered by the Supplier, particularly real-wood veneer edges, meet the relevant requirements. No warranty is given for consequential damages from defects, unless the Supplier has expressly confirmed in writing that it

intends to take responsibility for damages to assets of the customer in addition to the delivery or performance.

2.) If a delivery or performance becomes unusable or its usability is substantially interfered with as a result of a circumstance occurring prior to that transfer of risk, particularly due to defective design, poor materials, or defective execution, the Supplier must, at its choice, repair it, redeliver it, or re-provide it, in each case at no charge.

3.) The customer is obligated to immediately inspect each delivery or performance. If the customer is a merchant, it must notify the Supplier in writing within one week of the ascertained defects, including description of the specific complaint, failing which the customer's claim is barred. The deadline begins to run for obvious defects upon handover and for latent defects, upon discovery. The applicable objection deadline for non-merchants is two weeks for obvious defects. If the objection deadline is not met, the customer's warranty claims are precluded.

4.) If the repair (replacement delivery) is unsuccessful, is not provided within a reasonable period of time, is refused, or fails for some other reason, the customer may rescind the contract or reduce the purchase price.

5.) The customer's right to assert claims from defects is prescribed six months after the delivery or performance is handed over.

ix. Other claims for compensation of damages

1.) The customer's claims for compensation of damages for defective performance, breach of duties during contract negotiations, and tort are precluded unless the Supplier, its representatives, or its agents are culpable of gross negligence or wilful misconduct.

2.) All claims for compensation of damages are prescribed six months after the delivery or performance is handed over. If the delivery or performance was not handed over, or if the event resulting in damage occurred after handover, the prescription period begins to run when the damage itself is incurred.

x. Security rights of the Supplier

1.) The Supplier retains title to the delivered goods until satisfaction in full of all current and future claims that it has against the customer, irrespective of the legal grounds.

2.) The customer is entitled to process the delivered goods in connection with its normal course of business. The goods are processed for the Supplier without it being made subject to an obligation. The new items become the property of the Supplier. If the goods are processed with other goods that do not belong to the Supplier, the Supplier acquires co-title to the newly manufactured item in the ratio that the invoice value of the goods subject to retention of title bears to the other processed items. In the case of amalgamation, mixing, or co-mingling, the Supplier become co-owner in accordance with statutory provisions. Should the Supplier nevertheless lose title and the customer becomes (co-) owner, it hereby assigns to the Supplier for the purpose of security its title in the ratio that the invoice value of the goods subject to retention of title bears to the other processed items. In all specified cases, the customer must hold the item to which the Supplier has title or co-title for it in safekeeping at no charge.

3.) The customer is entitled to sell the goods in unprocessed or processed condition in connection with its normal course of business. The authorisation to sell lapses automatically if an unsuccessful compulsory enforcement attempt has been made against the customer, if a cheque or bill of exchange provided by the customer is not honoured, or if an application is filed for commencement of composition or bankruptcy proceedings concerning its assets. No other dispositions of the goods subject to retention of title are permissible, including pledging and transfer of ownership for security purposes.

4.) The seller hereby assigns to the Supplier all claims, including all ancillary rights, that arise from the resale of the goods subject to retention of title in processed or unprocessed condition. In the case of the sale of goods subject to retention of title that have been processed, amalgamated, mixed, or co-mingled, the Supplier acquires the highest ranking partial amount that corresponds to the percentage share of the invoice value of the delivered goods, plus a security premium of 5%. Subject to revocation, which is possible at any time, the customer is entitled to collect in its normal course of business the claims assigned to the Supplier. The Supplier will refrain from exercising its own authority to collect as long as the customer meets its payment obligations in conformity with the contract, including with respect to third parties. This authority to collect does not permit the customer to assign its follow-on claims to a factoring institution in connection with so-called genuine factoring under assumption of the collection risk. As a precaution, the customer assigns to the Supplier its claims against the factoring institution to disbursement of the factoring proceeds and undertakes to notify the factoring institution about such assignment promptly after invoicing by the Supplier.

5.) Absent the Supplier's express written approval, the customer is not entitled to place the Supplier's claim into a current account. The customer is furthermore not empowered to place the claims assigned to the Supplier in advance from the resale of the delivered goods in processed or unprocessed condition into a current account maintained by its customer. As a precaution, the customer assigns to the Supplier its claims from the periodic account balances and a final balance up to the amount of the secured claims. The assignment covers causal and abstract balances.

6.) The Supplier's security rights expire only after satisfaction in full of all of the customer's payment obligations to the Supplier. In the case of payment by cheque or bill of exchange, satisfaction takes place only if the customer has definitively redeemed the instruments and recourse is no longer possible against the supplier. The Supplier is obligated to release securities of its choice once the value of the existing securities exceeds the Supplier's claims by more than 20%.

7.) The customer is obligated to give the Supplier prompt notice of any compulsory enforcement measures taken by third parties against the goods subject to retention of title or to its other securities and in so doing to provide the documentation necessary for objecting. The costs incurred by the Supplier from intervening in the proceedings are for the account of the customer, provided that the intervention was successful and compulsory enforcement was unsuccessfully attempted against the sued party as the party owing the costs or instead the customer is responsible for the lack of success.

When so requested by the Supplier, the customer must promptly provide a list of its customers that purchased unprocessed or processed goods subject to retention of title and notify those customers of the assignment of the claims directed against them. If the customer is a company whose general partner is not a natural person, this obligation also applies to the general manager or managers personally.

xi. Final provisions

1.) If the customer is a registered merchant (*Vollkaufmann*), a legal person under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising under the business relationship is, at the Supplier's choice, the judicial district of its main office or of one of its branch establishments.

2.) The contractual relationship and all disputes arising thereunder are subject exclusively to German law, including for orders shipped abroad.

3.) The ineffectiveness or inapplicability of one or more provisions in these business terms and conditions does not result in the ineffectiveness or inapplicability of the remaining provisions. The ineffective or inapplicable provision is to be replaced by an arrangement that corresponds to it in economic terms.