

General Terms and Conditions of Delivery and Payment for the Flooring Trade (GTDP) for Exclusive Use in Commercial Business Transactions - Republicfloor GmbH Germany

1. APPLICABILITY

1.1 Unless expressly agreed otherwise, the following "General Terms and Conditions of Delivery and Payment" (GTCP) shall apply to all contracts, deliveries and other services in business transactions with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law (collectively "Purchasers"), supplementing the customs in the timber trade (Tegernsee customs).

1.2 Our ALZ shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent shall apply in any case, for example even if we render performance to the Buyer without reservation in knowledge of the Buyer's GTC.

1.3 Our GTCS shall apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 BGB).

1.4 Unless otherwise agreed, the GTCS in the version valid at the time of the Buyer's order or, in any case, in the version last notified to the Buyer in text form shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case.

1.5 Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

1.6 Legally relevant declarations and notifications to be made to us by the Buyer after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declarations of withdrawal or reduction) must be made in text form to be effective. Legal formal requirements and further proofs, in particular in case of doubts about the legitimacy of the declaring party, shall remain unaffected.

1.7 References to the applicability of statutory provisions shall only have clarifying significance. Therefore, even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these GTC.

2. OFFERS AND CONCLUSION OF CONTRACT

2.1 The offers contained in the catalogs and sales documents of the Seller, as well as - unless expressly designated as binding - on the Internet are always non-binding and subject to change, i.e. only to be understood as an invitation to submit an offer.

2.2 The order of the goods by the Buyer shall be deemed to be a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within two (2) weeks after its receipt by us. Orders shall be deemed to have been accepted if they are either confirmed by us or executed immediately after receipt of the order.

2.3 If, after conclusion of the contract, the Seller becomes aware of facts, in particular default of payment with respect to earlier deliveries, which, according to due commercial discretion, indicate that the claim to the purchase price is endangered by the Buyer's lack of ability to pay, the Seller shall be entitled, after setting a reasonable deadline, to demand from the Buyer, at the Buyer's option, payment concurrently or corresponding securities and, in the event of refusal, to withdraw from the contract, in which case the invoices for partial deliveries already made shall become due immediately.

3. DELIVERY, TRANSFER OF RISK AND DELAY

3.1 Delivery shall be made ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the Buyer's request and expense, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. Correct and timely self-delivery remains reserved.

3.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer upon handover at the latest. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods and the risk of delay shall pass to the Buyer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to effect shipment. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. Handover or acceptance shall be deemed equivalent if the Buyer is in default of acceptance.

3.3 Partial deliveries are permissible to a reasonable extent.

3.4 The delivery period shall be agreed individually or stated by us upon acceptance of the order. If this is not the case, the delivery period shall be approx. three (3) weeks from conclusion of the contract.

3.5 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the Buyer of this without delay and at the same time notify the Buyer of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the Buyer. A case of non-availability of the performance in this sense shall be deemed to be, in particular, the failure of our supplier to deliver on time, neither we nor our supplier are at fault or we are not obliged to procure in the individual case.

3.6 In the event of a delay in delivery, the Buyer shall be obliged, at the Seller's request, to declare within a reasonable period of time whether it still insists on delivery or withdraws from the contract due to the delay and/or claims damages instead of performance.

3.7 The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the Buyer shall be required. If we are in default of delivery, the Buyer may demand lump-sum compensation for the damage caused by the default. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each completed calendar week of the delay, but in total not more than 5% of the delivery value of the goods delivered late. We reserve the right to prove that the Buyer has not suffered any damage at all or that the damage is significantly less than the aforementioned lump sum.

3.8 The rights of the Buyer pursuant to clause 7 of these ALZ and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

4. PRICES AND TERMS OF PAYMENT

4.1 Unless otherwise agreed, our current prices at the time of the conclusion of the contract shall apply, namely ex warehouse (plus statutory VAT). The purchase price shall be due and payable within days of invoicing and delivery or acceptance of the goods.

4.2 In the case of sale by delivery to a place other than the place of performance (3.1), the Buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.

4.3 If Buyer and Seller participate in a company direct debit procedure, it shall be sufficient if the Buyer receives the advance information ("prenotification") on the direct debit amount and due date one day before the due date.

4.4 We shall be entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

4.5 Upon expiry of the aforementioned payment period (4.1), the Buyer shall be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 HGB) shall remain unaffected. Any agreed discounts

shall not be granted if the purchaser is in arrears with the payment of earlier deliveries. Discount periods shall begin to run from the date of the invoice.

4.6 If the Buyer is in default of payment by means of a reminder (§ 286 para. 1 BGB), the Seller shall be entitled, after prior reminder, to take back or demand the return of the goods. The Seller may also prohibit the removal of the delivered goods. Taking back the goods shall be deemed to be a withdrawal from the contract.

4.7 Refusal or retention of payment shall be excluded if the Buyer was aware of the defect or other reason for complaint at the time of conclusion of the contract. This shall also apply if it remained unknown to him due to gross negligence, unless the Seller fraudulently concealed the defect or other reason for complaint or assumed a guarantee for the quality of the item. Otherwise, payment may only be withheld due to defects or other complaints to a reasonable extent. In the event of a dispute, the amount shall be decided by an expert appointed by the Purchaser's Chamber of Industry and Commerce. This expert shall also decide on the allocation of the costs of his involvement at his reasonable discretion.

4.8 Offsetting or retention shall only be possible for the Buyer with undisputed or legally established claims. In the event of defects in the delivery, the Buyer's counter rights shall remain unaffected.

4.9 If, after conclusion of the contract, it becomes apparent (e.g. by filing for insolvency proceedings) that our claim to the purchase price is jeopardized by the Buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

5. PROPERTIES OF THE WOOD

5.1 Wood is a natural product; its natural properties, deviations and characteristics must therefore always be observed. In particular, the purchaser must take its biological, physical and chemical properties into account when purchasing and using it.

5.2 The range of natural color, structure and other differences within a type of wood is part of the properties of the natural product wood and does not constitute any reason for complaint or liability.

5.3 If necessary, the Buyer shall seek professional advice.

6. NOTICE OF DEFECTS, WARRANTY AND LIABILITY

6.1 The properties of the goods, in particular quality, grade and dimensions, shall be determined by the agreements of the parties. The product descriptions which are the subject of the individual contract shall be deemed to be an agreement on the quality of the goods. In the absence of such an agreement, it shall be assessed in accordance with the statutory provisions whether or not there is a defect (Section 434 (1) sentences 2 and 3 BGB). However, we shall not be liable for public statements made by the manufacturer or other third parties (e.g. advertising statements) to which the purchaser has not drawn our attention as being decisive for his purchase. Declarations of conformity and CE marks do not constitute independent guarantees. Suitability and use risks lie with the buyer.

6.2 The Seller shall be liable for defects within the meaning of § 434 BGB only as follows: The Buyer shall immediately inspect the received goods for quantity and quality. Obvious and hidden defects must be notified to the Seller in writing within 14 days of becoming aware of them. In the case of mutual commercial transactions between merchants, §§ 377, 381 HGB (German Commercial Code) shall remain unaffected. In all other respects, reference is made to the Tegernsee customs.

6.3 If the Buyer discovers defects in the goods, he may not dispose of them, i.e. they may not be divided, resold or further processed, until an agreement has been reached on the settlement of the complaint or a procedure for the preservation of evidence has been carried out by an expert commissioned by the Chamber of Industry and Commerce at the Buyer's place of business.

6.4 In the event of justified complaints, the Seller shall be entitled to determine the type of subsequent performance (replacement delivery, rectification of defects), taking into account the type of defect and the justified interests of the Buyer. We are entitled to make the subsequent performance owed dependent on the

Buyer paying the purchase price due. However, the Buyer shall be entitled to retain a part of the purchase price which is reasonable in relation to the defect.

6.5 The Buyer shall inform the Seller as soon as possible about a warranty case occurring with a consumer.

6.6 The Buyer shall give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective item to us in accordance with the statutory provisions. Subsequent performance shall neither include the removal of the defective item nor its re-installation if we were not originally obliged to install it.

6.7 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions if a defect is actually present. Otherwise, we shall be entitled to demand reimbursement from the Buyer of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not apparent to the Buyer.

6.8 The place of performance of the supplementary performance shall be the Seller's registered office.

6.9 If the supplementary performance has failed or if a reasonable period to be set by the Buyer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.

6.10 Claims of the Purchaser for damages or reimbursement of futile expenses shall also exist in the case of defects only in accordance with Clause 7 and shall otherwise be excluded.

7. GENERAL LIMITATION OF LIABILITY

7.1 Unless otherwise provided in these ALZ including the following provisions, we shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

7.2 We shall be liable for damages - irrespective of the legal grounds - within the framework of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, we shall be liable, subject to a milder standard of liability under statutory provisions (e.g. for diligence in our own affairs), only a) for damages arising from injury to life, limb or health and b) for damages arising from the not inconsiderable breach of a material contractual obligation (an obligation the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

7.3 The limitations of liability resulting from clause 7.2 shall also apply in the event of breaches of duty by or for the benefit of persons for whose fault we are responsible in accordance with statutory provisions. They shall not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the Buyer under the Product Liability Act.

7.4 The Buyer may only withdraw from or terminate the contract due to a breach of duty which does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the Buyer (in particular according to §§ 651, 649 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

8. STATUTE OF LIMITATIONS

8.1 Contrary to Section 438 Paragraph 1 No. 3 BGB, the general limitation period for claims arising from material and legal defects is one (1) year from delivery. If acceptance has been agreed, the limitation period begins with acceptance.

8.2 If, however, the goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be five (5) years from delivery in accordance with the statutory provision (§ 438 para. 1 no. 2 BGB). Further special

statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 479 BGB) shall remain unaffected.

8.3 The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case. However, claims for damages of the Purchaser pursuant to Clause 7.2 sentence 1 and sentence 2 a) as well as pursuant to the Product Liability Act shall become statute-barred in accordance with the statutory provisions....

9. RETENTION OF TITLE

9.1 The Seller shall retain title to the goods until the purchase price has been paid in full.

9.2 If the goods subject to retention of title are processed by the Buyer to form a new movable item, the processing shall be carried out on behalf of the Seller without the Seller becoming obligated as a result; the new item shall become the property of the Seller. In the event of processing together with goods not belonging to the Seller, the Seller shall acquire co-ownership of the new item in proportion to the value of the reserved goods to the other goods at the time of processing. If the reserved goods are combined, mixed or blended with goods not belonging to the Seller in accordance with §§ 947, 948 BGB, the Seller shall become co-owner in accordance with the statutory provisions. If the Buyer acquires sole ownership as a result of combining, mixing or blending, he hereby assigns co-ownership to the Seller in proportion to the value of the reserved goods to the other goods at the time of combining, mixing or blending. In such cases, the Buyer shall hold in custody, free of charge, the item owned or co-owned by the Seller, which shall also be deemed to be reserved goods within the meaning of the above conditions.

9.3 If goods subject to retention of title are sold alone or together with goods not belonging to the Seller, the Buyer hereby assigns the claims arising from the resale in the amount of the value of the goods subject to retention of title with all ancillary rights and priority over the rest; the Seller accepts the assignment. The value of the goods subject to retention of title shall be the invoice amount of the Seller, which shall, however, remain out of account insofar as third party rights oppose it. If the resold goods subject to retention of title are co-owned by the Seller, the assignment of the claims shall extend to the amount corresponding to the share value of the Seller in the co-ownership.

9.4 If Retained Goods are installed by the Buyer as an essential component in an immovable object (a) of a third party or (b) of the Buyer, the Buyer hereby assigns the assignable claims for remuneration arising against (a) the third party or (b) the purchaser in the event of sale in the amount of the value of the Retained Goods with all ancillary rights including such for the granting of a lien in rem, with priority over the rest; the Seller accepts the assignment. Clause 9.3, sentences 2 and 3 shall apply accordingly.

9.5 The Buyer shall be entitled and authorized to resell, use or install the Retained Goods only in the ordinary course of business and only on condition that the claims within the meaning of Clause 9.3 or 9.4 actually pass 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.

9.6 The Seller authorizes the Buyer, subject to revocation, to collect the claims assigned in accordance with Clauses 9.3 and 9.4. The Seller shall not exercise its own right of collection as long as the Buyer meets its payment obligations, also towards third parties. At the Seller's request, the Buyer shall name the debtors of the assigned claims and notify them of the assignment; the Seller shall be authorized to notify the debtors of the assignment itself.

9.7 The right to resell, use or install the reserved goods or the authorization to collect the assigned claims shall expire upon cessation of payments and/or filing for insolvency proceedings. This shall not apply to the rights of the insolvency administrator.

9.8 If the value of the securities granted exceeds the claims (reduced by down payments and partial payments, if applicable) by more than 20%, the Seller shall be obliged to retransfer or release them at its discretion.

10. FINAL PROVISIONS

10.1 The place of performance and jurisdiction for deliveries and payments (including actions on checks and bills of exchange) as well as for all disputes arising between the parties shall be the Seller's principal place of business if the Buyer is a merchant, a legal entity under public law or a special fund under public law. The

same shall apply if the Buyer is an entrepreneur (§ 14 BGB). However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation pursuant to these ALZ or a prior individual agreement or at the Buyer's general place of jurisdiction. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

10.2 The relations between the contracting parties shall be governed exclusively by the law applicable in the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

10.3 If the Seller is prevented from fulfilling its obligations due to the occurrence of unforeseeable, extraordinary circumstances which it cannot avert despite exercising reasonable care in the circumstances of the case, e.g. operational disruptions, official interventions, energy supply difficulties, strikes or pandemics, irrespective of whether these circumstances occur in the area of the Seller or of a supplier, the delivery period or the period for performance shall be extended to a reasonable extent. If performance becomes impossible due to the aforementioned circumstances, the Seller shall be released from its performance obligations.

10.4 The Buyer is hereby informed that the Seller will process the necessary personal data obtained in the course of the business relationship in accordance with the provisions of the applicable European and German data protection laws for the purpose of conducting business.

10.5 If any provision of these ALZ is invalid (e.g. illegal or otherwise unenforceable), such invalidity shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a mutually agreed legally valid provision that has a similar and valid economic and legal effect. The same applies to any gaps or omissions in the ALZ.