



Taking wood further

General Sales, Delivery and Payment Conditions

**Valid to all offers, sales, deliveries and services from
Sonae Arauco Deutschland GmbH**

and also their subsidiaries GHP Glunz Holzwerkstoffproduktions-
GmbH, Sonae Arauco Beeskow GmbH, TOOL Transport
Organisation und optimierte Logistik GmbH and
ImPaper Europe GmbH.

For other markets, please ask your sales consultant.

General Sales, Delivery and Payment Conditions

I. General

1. The conditions cited below apply to all offers, sales, deliveries and services from Sonae Arauco Deutschland GmbH and also their subsidiaries GHP Glunz Holzwerkstoffproduktions-GmbH, Sonae Arauco Beeskow GmbH, TOOL Transport Organisation und optimierte Logistik GmbH and ImPaper Europe GmbH and are part of each contract. They do not apply if our contractual partner is a private person who is not acting in a professional or commercial capacity. Changes and amendments to the contract or these conditions must be confirmed in writing by ourselves to be effective.
2. We hereby expressly reject the buyer's general business terms which contradict, change or supplement these conditions. Such terms likewise do not apply even if the buyer makes these a basis for its order or other declarations.
3. German law shall exclusively prevail over the contractual relationship between the buyer and ourselves, even if the buyer is resident or has its registered offices abroad.
4. If the pursuit of our claims against the buyer rest upon the receipt of a declaration sent by us per mail, this is regarded as having been received on the third work day after being properly handed over for posting. We are able to demonstrate that it was received earlier, the buyer is able to prove that it arrived later or not at all.

II. Offers, Orders

1. Our offers are non-binding unless such are expressly designated as obligatory. A contract therefore only becomes effective on our confirmation of order or shipment of the goods.
2. Orders placed by the buyer are not binding upon us unless confirmed in writing (which may be given by invoice or delivery note).
3. Details given in catalogues, brochures, data sheets, leaflets, drawings or other informative material are not binding. They do not become a binding part of contract unless expressly confirmed by us in writing.

III. Doubtful solvency

1. If, after conclusion of contract, circumstances become known to us which cast doubt on the buyer's solvency, we can then demand advance payment for further deliveries of goods. We can set the buyer a reasonable deadline to pay for the goods in advance and withdraw from the contract if we do not receive the advance payment on time; the buyer can provide securities in the form of bank bonds instead of making an advance payment. Should we have already delivered the goods, the purchase price is then payable immediately regardless of the agreed payment schedules.
2. Doubts about the buyer's solvency are justified if, among other things, an application is made to open insolvency proceedings against its assets or it does not make payments to us or third parties on time. The same applies if our credit insurer removes the buyer from its list of insured customers.

IV. Prices

1. The prices quoted are for deliveries loaded free of charge on a truck or wagon at our respective supply works. Value-added tax is not included in our prices and will be charged as a separate item at the rate applicable on the date the invoice is made out.
2. If the period between the conclusion of contract and the date of delivery is more than 4 weeks, without this being due to a delay for which we are responsible, and should our current prices have changed in the meantime, we can then demand the list price applicable on the date of delivery instead of the agreed purchase price. In such cases we will send the buyer an appropriately amended confirmation of order before making the delivery. The buyer is then entitled to withdraw from that part of the order affected by the price increase. It must declare its withdrawal in writing at the latest by the third day after receipt of the amended confirmation of order; notice by fax suffices, a notice by e-Mail or a similar form does not.

V. Delivery Schedule

1. All delivery dates quoted are non-binding and are regarded as solely approximate dates unless we have expressly designated these as binding. We are not in default solely by overshooting non-binding delivery dates. We must be set periods of grace in writing extending at least two weeks from the date we receive these.
2. In the case of non-binding delivery dates, a delivery within 1 week of the stated delivery time is still regarded as having arrived on time.
3. If it is temporarily impossible or extremely difficult for us to perform in full or in part due to an Act of God or for other exceptional and non-culpable circumstances, the agreed delivery schedule is extended by the period of the hindrance. The same applies to a legal deadline or one set by the buyer for providing the service, in particular to periods of grace set in case of default. In particular, an Act of God includes war, circumstances similar to war, mobilisation, import and export bans and blockades, pandemic and epidemic. Other exceptional circumstances are, in particular, transport disruptions, operational disturbances, delays in supplies of raw materials, strikes, lock-outs and other industrial disputes, including those which occur at our suppliers' premises.
4. The buyer is not entitled to withdrawal or to demand damages before the delivery date or delivery deadline extended as per item 3 above has elapsed. If the hindrance lasts more than 10 weeks, both ourselves and the buyer are entitled to withdraw, insofar as the contract has still not been fulfilled. If the buyer is entitled under the contract or by law (e.g. due to loss of interest) to withdraw without setting a period of grace, this right remains unaffected.
5. Claims to damages of all kinds due to any delays in delivery are excluded, unless these are based on malice aforethought or gross negligence.

VI. Packaging

Packaging materials are charged separately. A credit note will be issued for re-usable palettes once these have been properly returned.

VII. Dispatch

1. Goods are dispatched at the expense of the buyer. Risk is transferred to the buyer once the goods have been loaded, even if carriage paid delivery has been agreed and/or the goods are dispatched in our own vehicles. We are not obliged to take out transport insurance.
2. Insofar as nothing has been expressly agreed to the contrary in writing, we are entitled to make part deliveries in reasonable volumes, these will be invoiced individually.

VIII. Payment, Period of Payment

1. Our invoices are payable within 30 days from date of invoice without deduction.
2. If the buyer is in default of payment, all its payment obligations derived from business transactions with us become due immediately, including those for which bills of exchange have been issued. We can furthermore withdraw from all contracts which we have not yet fulfilled after setting the buyer a period of grace of 7 days to fulfil its payment obligations and warning of our intention to withdraw. The legal provisions which regulate the consequences of default of payment apply in addition.
3. Bills of exchange are only accepted after prior agreement to facilitate payment, and in case these are able to be discounted, without granting any discount. Payments by cheque or bill of exchange are likewise only accepted to facilitate payment. The claim to payment of the purchase price only lapses after a bill of exchange has been honoured in full. Bill and discount charges are invoiced separately and are payable immediately without deductions.
4. The buyer may only offset claims which are undisputed or have been established under law.
5. The buyer agrees that our claims from the business relationship accrue to all companies belonging to the SONAE ARAUCO (referred to below as "SONAE ARAUCO companies") as a plurality of creditors. Apart from ourselves, the other SONAE ARAUCO in Madrid and those domestic and foreign group companies stated in the consolidated annual accounts.
6. We can offset claims which accrue to another SONAE ARAUCO company against the buyer against the buyer's claims against us. Another SONAE ARAUCO company can furthermore offset our claims against the buyer against claims which accrue to the buyer against the offsetting SONAE ARAUCO company.
7. We can also offset claims which accrue to another SONAE ARAUCO company against a company which belongs to the same group as the buyer against the buyer's claims against us. Another SONAE ARAUCO company can likewise offset our claims against the buyer against the claims of a company which belongs to the same group as the buyer. A company belongs to the same group as the buyer when this has a direct or indirect majority holding in a company or when a third party company has a majority holding both in the buyer and in the other company in question.
8. In case of several co-existing claims, the buyer shall not contradict the determination made by the SONAE ARAUCO company concerning the claims to be offset (§ 396 Para. 1 P. 2 BGB).
9. Provisions 5 – 8 apply accordingly if on one hand cash payment and on the other hand the issue of bills has been agreed, or if the opposing claims have different due dates, whereby offsetting is made to the availability date.
10. We are entitled in all cases to assign our claims against the buyer to third parties, e.g. by means of factoring.

IX. Reservation of Ownership

1. The goods delivered only become the buyer's property after it has fulfilled all its obligations derived from the business relationship, including auxiliary claims, claims to damages and after cheques and bills of exchange have been honoured. In case of cheques or bills of exchange, the reservation of ownership in all the forms listed here does not lapse when the cheque is paid in, but only after the bill of exchange has been honoured.

2. If the buyer is in default of its obligations to us, in particular is late making payments to us, we can take back the reserved goods. Taking back the reserved goods as such does not involve a withdrawal from contract. The buyer bears the costs of returning the goods. We are entitled to sell the reserved goods taken back by way of auction or on the open market, and to offset the proceeds against our outstanding claims. We can furthermore withdraw fully or partially from the contract, without setting a period of grace, whereby the buyer is liable for costs and any value reduction of the goods incurred. Our rights under § 48 of the German Bankruptcy Statute remain unaffected.

3. Should the reserved goods be processed by the buyer, we are then regarded as the manufacturer, although we accrue no obligations for the processing work. Our reservation of ownership therefore also extends to the products which result from processing. If the reserved goods are processed together with other goods owned by third parties, or if the reserved goods are mixed or combined with goods owned by third parties, we acquire co-ownership to the resulting products in the ratio of the invoice sum of our reserved goods to the invoice sum of the goods owned by third parties. If the reserved goods are combined or mixed with a main object owned by the buyer, the buyer hereby assigns its rights of ownership to the new object to us.

4. The buyer is obliged to look after the reserved goods carefully on our behalf, to maintain these at own cost and to insure them at own cost against loss, damage and decay to the extent expected of a prudent businessman. The buyer hereby assigns its claims from the insurance policies up to the value of the collateral security to us in advance, and consents that payments be made to us. Upon request, the buyer shall surrender the insurance policies to us in order to assert such insurance claims.

5. As long as the buyer duly fulfils its obligations to us, it is entitled to dispose over the reserved goods within the normal course of business. However, this does not apply if and insofar as a ban on assigning the claim to the purchase price has been agreed between the buyer and its customers. The buyer is not entitled to issue pledges, collateral assignments or other encumbrances. If the buyer resells the reserved goods, it shall make transfer of ownership dependent on its customer paying for the goods in full.

6. The buyer hereby assigns all claims which arise from reselling the reserved goods (including all auxiliary and collateral rights and claims from bills of exchange, cheques and balances) to us in advance, in order to secure all our claims against it from the business relationship. If reserved goods are sold together with other objects for a total price, the assignment is limited to the proportional amount invoiced by us for the reserved goods sold. If reserved goods are sold in which we have co-ownership pursuant to the item above, the assignment is limited to that part of the claim which corresponds to our proportionate co-ownership. If the buyer uses the reserved goods to increase the value of objects owned by a third party, it hereby assigns its claims to remuneration against that third party to us in advance for the aforesaid purpose of security. As long as the buyer duly fulfils its payment obligations, it is entitled to collect the claims from reselling or value increases itself. The buyer is not entitled to issue pledges or make any kind of assignments.

7. If the enforcement of our claims appears to be in jeopardy, then at our request, the buyer shall inform us of its assignments to its customers and provide us with all the necessary information and documents. The buyer shall inform us immediately of third-party seizures of the the reserved goods and of assigned claims. The buyer shall bear the costs of any litigation necessary to intervene against seizures of the reserved goods brought by third parties for which the buyer is responsible.

8. If the collectable value of the securities given to us exceeds the secured claims by more than 10%, then at the buyer's request, we are insofar obliged to release securities. We may choose which securities are to be released.

X. Inspections of Goods

1. The buyer shall inspect the delivered goods immediately after their delivery for conformity to contract, particularly with regard to quantity, dimensions, form, quality, completeness and other defects. Any deviations or defects found shall be notified to us in writing without delay. This notice shall state the type of goods, the nature of the deviation or defect, the date of delivery and the delivery note number.
2. The buyer must notify hidden defects without delay, although at the latest one week after their discovery. The buyer has the burden of proof that the defect was hidden.
3. Regardless of any deviations or defects, the buyer shall initially accept the goods and store them properly. It shall furthermore give us the opportunity to inspect the goods subject to complaint.
4. If the buyer does not perform its duties of inspection and complaint pursuant to X. 1. to 3., the goods are regarded as approved.
5. The buyer may not process or install goods which are subject to complaint. If it infringes this obligation, we are not liable for any damage resulting from the processing or installation. In such cases, the buyer shall furthermore bear the additional costs required to rectify the defect caused by the processing or installation, or recompense us for these.
6. If and to the extent that this is customary in the trade and necessary for production reasons, we shall be entitled to deliver up to 10% smaller or excess quantities in deviation from the agreed quantity. The purchase price shall be adjusted in accordance with the increased or decreased quantity.

XI. The Buyer's Rights in Cases of Complaint

1. Deviations or changes do not constitute a defect if these are within the scope of the pertinent technical standards. The same applies to normal commercial, technically unavoidable deviations, insofar as the use of the goods as foreseen by contract is not more than just insignificantly impaired.
2. If the delivered goods are defective and have not been approved, the buyer has the right to demand follow-up performance. We decide whether to perform rework or to make a new delivery of goods free of defects, unless the nature of follow-up performance is clearly unsuitable or is unacceptable to the buyer for important reasons. We may refuse follow-up performance in general if this is associated with disproportionate expenditure.
3. The buyer may not claim failure of follow-up performance until at least two attempts at follow-up performance have been unsuccessful and at least three weeks have passed since the complaint was made.
4. A period of grace for follow-up performance set by the buyer is unreasonable in every case if it is less than three weeks – calculated from the time we receive notice of the period of grace. Depending on the scope of follow-up performance, a longer period of grace may be required, of which we shall inform the buyer as necessary; instead of the period of grace set by the buyer, that notified by us then applies. Periods of grace must be notified to us in writing.
5. The buyer may not withdraw from contract on account of a defect, nor reduce the purchase price or demand compensation for damages – under the further pre-conditions stated under XII. below - unless the legal prerequisites to do so exist.

6. If the buyer has effectively declared a reduction of the purchase price, withdrawal from contract due to the same defect is excluded.

7. The period of limitation for all the buyer's rights due to a defect in the object of delivery is restricted to one year. This does not apply if we are culpable of malice aforethought and gross negligence, nor to claims to damages resulting from fatalities, physical injuries or harm to health, nor to the buyer's rights under § 478 BGB. If the object delivered is used in its normal purpose for construction work and a defect in the object causes non-conformities in the construction work, the buyer's rights of complaint against us due to the defect expire by limitation of time after 5 years.

XII. Liability

1. We have unrestricted liability under law for the infringement of obligations due to malice aforethought and gross negligence, and for damages which result from fatalities, physical injuries or harm to health. Otherwise we are only liable if the contractual obligation infringed is recognisably of major importance to achieving the purpose of contract, and is limited to the average amount of foreseeable damages typically incurred.

2. The limitation of liability under item 1 applies accordingly to other contractual claims to damages, in particular claims resulting from unauthorized dealings, with the exception of claims under product liability law. It furthermore also applies in favour of our staff, employees, operatives, representatives and vicarious agents.

XIII. Place of Fulfilment

The place of fulfilment for payments is Hamm, for our goods deliveries it is the place of dispatch.

XIV. Data Processing

The buyer agrees that we may process the data concerning the buyer received in the context of the business relationship to fulfil our business purposes in accordance with the German Data Protection Act, in particular we may store or transmit such data to a credit protection organisation, insofar as this is done within the framework of the contractual purpose or is necessary to protect our justified interests, and there is no reason to assume that the buyer's protectable interests outweigh the exclusion of the processing, in particular the transmittal, of such data.

XV. Place of Jurisdiction

If the buyer is a trader, a legal entity under public law or a public law special trust, the place of jurisdiction for both parties – including for actions based on bills of exchange and cheques – is Meppen. We are, however, also entitled to pursue action against the buyer at its general place of jurisdiction.

Meppen, May 2022

Sonae Arauco Deutschland GmbH
GHP Glunz Holzwerkstoffproduktions-GmbH
Sonae Arauco Beeskow GmbH
TOOL Transport Organisation und optimierte Logistik GmbH
ImPaper Europe GmbH