

General Terms and Conditions (GTC)

1 General – scope

1. The following terms and conditions in their current version are an integral part of all supply contracts, agreements and offers in connection with the sale of products and services by KIRITEC GmbH with its registered office in 47918 Toenisvorst, Germany (hereinafter referred to as "KIRITEC" or the "Seller"). These terms and conditions will at latest be regarded as accepted when the order is placed or the offer is accepted.

2. Consumers within the meaning of these terms and conditions are natural persons with whom a business relationship is entered into that is not considered a commercial or professional transaction. Businesses within the meaning of these terms and conditions are natural or legal persons or partnerships with legal capacity with whom a business relationship is entered into and who act in the exercise of a commercial or professional activity. Purchasers within the meaning of these terms and conditions are both consumers and businesses.

3. KIRITEC expressly rejects any purchase or order conditions or other general terms and conditions of business that deviate from, contradict or supplement our terms and conditions of sale and delivery; even if we are aware of these other conditions, they will not become part of the contract unless we expressly agree in writing to their validity.

2 Offers and contract conclusion

1. Our offers are subject to change, non-binding and subject to availability unless otherwise agreed.

2. KIRITEC only use samples that show average properties; not all wood assortments turn out exactly like the sample.

3. Our offer is subject to the condition that KIRITEC, in the event of any sizes being unavailable, may supply the next lower or higher grade at our list price.

4. By ordering a product, the buyer bindingly declares that they wish to purchase the ordered product. The contract comes into effect when the order submitted by the purchaser is confirmed by KIRITEC in writing or in text form within 2 weeks of receipt or when KIRITEC and the purchaser conclude a purchase contract in writing or in text form.

5. If the consumer orders the goods electronically, KIRITEC will immediately confirm receipt of the order. Confirmation of receipt does not constitute a binding acceptance of the order. Confirmation of receipt may be combined with a declaration of

acceptance.

6. Conclusion of the contract is subject to correct and timely delivery to us by our suppliers. This will only apply in the event that we are not responsible for the non-delivery, in particular, if a congruent hedging transaction has been concluded with our supplier. The purchaser shall be immediately informed of the non-availability, and any payment already made will be refunded without delay.

7. If the consumer orders the goods electronically, the text of the contract (such as acceptance of the offer) will be stored by us and sent to the buyer by email upon request together with these GTC.

3 Prices and terms of payment

1. All prices are in Euro plus the legally applicable sales tax. When a new catalogue / price list is published, previous prices are no longer valid.

2. KIRITEC reserves the right to solely deliver on payment in advance.

3. Foreign means of payment will be converted into Euro according to the official selling rate of the respective currency quoted at the Deutsche Bundesbank on the day of invoicing.

4. The buyer undertakes to pay the purchase price at latest within a period of 14 days after receipt of the invoice. After expiry of this period, the buyer will be in default of payment. If the buyer is a consumer within the meaning of Section 1 No. 2, the buyer must pay interest on the monetary debt at a rate of 5% above the base interest rate during the period of default. If the buyer is a business within the meaning of Section 1 No. 2, the buyer must pay interest on the monetary debt at a rate of 8% above the base interest rate during the period of default. KIRITEC reserves the right to prove and claim higher damages for default by a business. Payment within 14 days, net without deduction.

5. The consumer only has the right of set-off if their counter-claims have been legally established or recognised by us. Claiming a right of retention is only permissible for circumstances arising from the same delivery. In commercial legal transactions, the exercise of the right to refuse performance or right of retention on the part of our business customers is excluded.

6. Cheques and bills of exchange are only accepted on account of performance, subject to encashment. Any expenses and costs arising from this will be borne by the purchaser.

4 Transfer of risk, shipping and packaging

1. The place of performance and the place of transfer of risk is KIRITEC's registered office, unless otherwise stipulated.

2. Any risk of accidental loss and accidental deterioration of the goods passes to the purchaser at the time of handover or, in the case of sale by dispatch, at the time of delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the dispatch

3. Handover is deemed to have taken place even if the purchaser is in default of acceptance.

4. Dispatch takes place at the risk of the purchaser. The purchaser will bear the costs, unless otherwise agreed. Transport insurance will only be taken out at the express request and expense of the purchaser.

5. If dispatch or handover is delayed due to a circumstance for which the purchaser is responsible, the risk passes to the purchaser from the day on which the delivery item is ready for dispatch and the purchaser has been notified of this.

6. The seller will pack the goods properly and carefully. The separate delivery items will be clearly marked.

7. Packaging is generally not accepted for return by the seller, with the exception of reusable pallets.

8. Packaging and transport costs, as well as carriage charges, may be charged subsequently.

9. Delivery by lorry can only be made via roads with free access. The purchaser must ensure a suitable unloading location in accordance with statutory provisions.

5 Delivery date and delivery obligations

1. The delivery times stated are not binding unless they have been confirmed in writing by KIRITEC. In all other respects, all delivery terms refer to the time of handover of the goods to the third party commissioned with their transport.

2. The right to make partial deliveries is expressly reserved.

3. If the purchaser fails to comply with their contractual obligations to cooperate or does so late, KIRITEC will be entitled to extend the delivery and performance times, without affecting any other rights.

4. KIRITEC is not liable for the inability or delay of the performance when this has been caused by force majeure or other events unforeseeable at the time

of the conclusion of the contract (e.g. epidemics, war, terrorist attacks, evacuations based on such events, import and export restrictions, operational disruptions of any kind, transport delays, strikes, lawful lock-outs, shortage of labour, energy or raw materials, including those affecting suppliers, non-delivery, incorrect delivery or late delivery by suppliers, official measures and others) for which KIRITEC is not responsible. If such events make it considerably more difficult or impossible for KIRITEC to deliver and perform, and if the hindrance is not only of temporary duration, KIRITEC will be entitled to withdraw from the contract. In the event of temporary hindrances, delivery or performance dates will be extended or postponed by the period of the hindrance plus a reasonable grace period. If the purchaser cannot reasonably be expected to accept the delivery or service as a result of the delay, they may withdraw from the contract by immediately notifying KIRITEC in writing.

5. If delivery becomes impossible due to the aforementioned circumstances, KIRITEC will be released from its obligation to deliver. In these cases, the purchaser cannot claim compensation for damages.

6 Retention of title

1. For contracts with consumers, KIRITEC retains the title to the goods (hereinafter referred to as "reserved goods") until the purchase price has been paid in full. For contracts with businesses, KIRITEC retains ownership of the goods until full settlement of all claims arising from an ongoing business relationship, including ancillary claims. The retention of title also remains in force if individual receivables to KIRITEC are included in one invoice, offsetting payments provided the customer accepts this.

2. KIRITEC's ownership of the reserved goods is not forfeited by a business as a purchaser storing the delivered goods / the delivered timber on their or another's property until resale. The goods subject to retention of title are to be stored separately from other timber / other goods and to be marked in such a way that they are recognisable as coming from KIRITEC. The purchaser is obliged to treat the goods subject to retention of title with care and free of charge. This especially involves correct storage.

3. The purchaser is obliged to inform KIRITEC without delay of any seizure of the goods by third parties, for example, in the event of distraint or distress, as well as of any damage to or destruction of the goods, stating the name and address of the distraining creditor. The purchaser must notify KIRITEC immediately of any change of possession of the goods and of their own change of domicile.

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4. KIRITEC is entitled to withdraw from the contract and to demand the return of the goods in the event of a breach of contract on the part of the purchaser, in particular in the event of default in payment or in the event of a breach of an obligation pursuant to items 2 and 3 of this provision.

5. A business is entitled to resell the goods in the ordinary course of business. The business hereby assigns to KIRITEC the claims to which a buyer is entitled from the resale, including all ancillary rights and including any outstanding balance claims. KIRITEC accepts the assignment. After assignment, the business is authorised to collect the claim. KIRITEC reserves the right to collect the claim itself as soon as the business does not properly fulfil its payment obligations and defaults on payment.

6. Any processing of the goods by the business is always performed in the name of and on behalf of KIRITEC. If the goods are combined with goods not belonging to KIRITEC, KIRITEC acquires co-ownership of the combined goods in proportion to the value of the goods delivered by KIRITEC to the other goods.

7. The buyer will store the goods subject to retention of title free of charge for KIRITEC.

7 Guarantee and warranty

1. Subject to the following provisions, the statutory warranty for defects apply.

2. The warranty period for all services and deliveries is one year from delivery.

3. The purchaser is only entitled to warranty claims if they have fulfilled their obligations to inspect the goods and give notice of defects in accordance with Section 377 of the HGB (German Commercial Code).

4. The costs of the return shipment will be borne by the consumer when exercising the right of revocation for an order value of up to EUR 40, unless the delivered goods do not correspond to the ordered goods. If the order value exceeds EUR 40, the consumer does not have to bear the costs of the return shipment.

5. In the event of defects in the goods for which KIRITEC is responsible, the purchaser is entitled to subsequent performance in the form of rectification of the defect or delivery of defect-free goods. If the subsequent performance fails, the purchaser is entitled to reduce the purchase price in accordance with the statutory provisions.

6. KIRITEC is not liable for damages and failures caused by intent, carelessness, incorrect handling on the part of the purchaser or effects of nature.

7. If the purchaser is a business, KIRITEC provides a warranty for the goods at its own discretion, either by rectifying defects or by supplying a replacement.

8. If the buyer is a consumer, they shall first have the choice as to whether the subsequent performance is to be effected by repair or replacement. However, KIRITEC is entitled to refuse the type of subsequent performance chosen when this is only possible at disproportionate cost and the other subsequent performance does not involve any significant disadvantages for the consumer.

9. If the subsequent performance fails, the purchaser may in principle demand a reduction of the payment (abatement) or rescission of the contract (withdrawal) at their discretion. However, in the event of only a minor breach of contract, in particular in the event of only minor defects, the buyer is not entitled to withdraw from the contract.

10. Businesses must notify KIRITEC in writing of obvious defects within a period of 8 days from receipt of the goods; otherwise the assertion of the warranty claim is excluded. Timely dispatch will be sufficient to meet the deadline. The business will bear the full burden of proof for all prerequisites for a claim, in particular for the defect itself, for the time of discovery of the defect and for the promptness of notifying the defect. Consumers must notify KIRITEC in writing of obvious defects within a period of two months from the time when the condition of the goods contrary to the contract was discovered. The receipt of notification at KIRITEC determines whether the time limit has been observed. If the consumer fails to provide this information, warranty rights will expire two months after the defect has been discovered. The burden of proof for the time of detection of the defect lies with the consumer. If the consumer was persuaded to purchase the goods by inaccurate statements in the prospectus, the consumer bears the burden of proof in this respect.

11. If the purchaser chooses to withdraw from the contract due to a legal or material defect after subsequent performance has failed, the purchaser will not be entitled to any additional claim for damages due to the defect. If the purchaser chooses compensation for damages after subsequent performance has failed, the goods will remain with the purchaser if this is reasonable for them. Compensation is limited to the difference between the purchase price and the value of the defective item. This does not apply in the event that KIRITEC have wilfully caused the breach of contract.

12. For businesses, the warranty period is one year from delivery of the goods. For consumers, the limitation period is two

years from delivery of the goods. This does not apply if the purchaser has not notified KIRITEC of the defect in due time (item 6 of this provision).

8 Limitation of liability

1. KIRITEC is not responsible for country-specific legal restrictions or regulations that limit or prohibit import at the location determined by the buyer. The buyer is only obliged to inform themselves about the legal provisions and import regulations or other legal restrictions for the country in which the delivery is to be made.

2. KIRITEC is only liable for damages based on a breach of a material contractual obligation or if life, body or health are injured due to intentional or grossly negligent conduct by KIRITEC or its vicarious agents. A contractual obligation is considered essential if its fulfilment makes proper performance of the contract possible in the first place or if the purchaser has relied and was entitled to rely on its fulfilment. Liability under the Product Liability Act ("Produkthaftungsgesetz") and for guarantees given by KIRITEC remain unaffected.

3. In the absence of wilful misconduct, this liability will be limited to damages that KIRITEC foresaw as a possible consequence of a breach of contract at the time of the conclusion of the contract, or that KIRITEC should have foreseen by exercising due care. Indirect damage and consequential damage of a defective performance will only be eligible for compensation insofar as such damage is typically to be expected when the delivery item is used for its intended purpose.

4. Insofar as KIRITEC provides technical information or acts in an advisory capacity and such information or advice is not part of the contractually agreed scope of services to be provided by KIRITEC, this is done free of charge and to the exclusion of any liability, unless otherwise agreed.

5. Claims for damages by the purchaser due to a defect are subject to a limitation period of one year from delivery of the goods. This will not apply if KIRITEC can be accused of gross negligence or in the event of bodily injury or damage to health attributable to KIRITEC or in the event of loss of life of the purchaser.

9 Cancellation and return

Distance contract with cancellation clause

1. Der The consumer has the right to cancel their declaration of intent to conclude the contract within two weeks after receipt of the goods. Cancellation does not have to include a reason and must be declared to the seller in text form or by returning the goods; prompt dispatch is sufficient to meet the deadline.

2. The consumer is obliged to return the goods when exercising the right of withdrawal if the goods can be sent by parcel post. The costs of the return shipment will be borne by the consumer when exercising the right of revocation for an order value of up to EUR 40, unless the delivered goods do not correspond to the ordered goods. If the order value exceeds EUR 40, the consumer does not have to bear the costs of the return shipment.

3. The consumer must pay compensation for any deterioration of the goods caused by the intended use. The consumer may examine the goods carefully and with care. The consumer must bear the loss of value that results from the use that goes beyond mere testing and means that the goods can no longer be sold as "new".

10 Final provisions

1. The law of the Federal Republic of Germany applies exclusively, except for the UN Convention on Contracts for the International Sale of Goods.

2. If the purchaser is a merchant, a legal entity under public law or a special fund under public law, or if the purchaser does not have a general place of jurisdiction in the Federal Republic of Germany or has transferred its place of jurisdiction abroad, Krefeld in Germany is deemed to be the exclusive place of jurisdiction.

3. If the contract or these General Terms and Conditions have been drawn up in several languages, only the German version is legally binding.

4. If the contract or these General Terms and Conditions contain loopholes, these will not affect the validity of the remaining provisions. To close these loopholes, those legally effective provisions will be deemed to have been agreed which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of the loophole.

5. Data from this contractual relationship is processed for the purpose of executing the contract (Article 6(1)(f) of the GDPR).

11 Our contact details

These General Terms and Conditions apply to KIRITEC GmbH.

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