

## GENERAL TERMS AND CONDITIONS OF BUSINESS

for the services of Holzforschung Austria  
(in the following "HFA")

### 1. Inspection material, documents, information

The customer must supply the HFA with the items required for performance of contract (inspection material, documents, etc.) free of charge to address of HFA and provide all the necessary information. In addition, the customer must provide all the information about the characteristics of the inspection material which are liable to jeopardise safety of the contractor or a third party.

### 2. Investigations outside the HFA

As far as investigations shall be carried out outside the HFA for performance of contract, the customer must facilitate access to the relevant localities. In addition, the customer must ensure that the items to be examined shall be accessible in a way that permits unhampered performance of contract.

In particular, the customer shall take all the necessary precautions to protect third-party rights.

The contractor reserves the right to have individual services of the order carried out by competent subcontractors.

### 3. Official authorisations, third-party consent

The customer must obtain the necessary official authorisations or third-party approvals for performance of contract at its expense and provide the evidence to the HFA.

### 4. Notification of the results of the investigation

The HFA shall be obliged to notify the results of the investigations carried out to the customer in writing, as far as no other arrangement was made.

### 5. Additional service

If, in the course of the execution of the order, a service is required that was not originally intended, the HFA will establish the agreement with the client prior to its execution and charge for the service.

### 6. Acceptance and modification of the order

The HFA shall accept the order based on an order placed in writing. Orders with a volume < € 2.000,- can be excluded from this.

### 7. Duty to observe secrecy

The HFA agrees to maintain confidentiality with respect to the order and the knowledge obtained in performance of the order, in particular with regard to the company and business interests of the customer and to ensure compliance with this requirement of all those who assist in performance, in so far as the customer does not release it from this obligation and in so far as statutory obligations to inform do not conflict with the duty to observe secrecy.

### 8. Right of publication

The results of the investigation may only be published by the customer in the complete text referring to the HFA by name. Publications in part or by extract must be described as such and require the prior written agreement of the HFA.

### 9. Storage, removal of the test material

If there are no other agreements with the client, a sample shall be kept for a period of at least one month from the date of reporting (unless a test specification provides for a longer retention period). This applies analogously to samples with negative test results. However, if test material is destroyed in

the course of tests, if the result is not comprehensible or if it is not possible to repeat the test in a reproducible manner, the test object is removed after completion of the test.

Disposal takes place in any case at the expense of the client.

### 10. Right of rescission

The HFA is entitled to withdraw from the contract if

- a) bankruptcy proceedings should be initiated against the assets of the customers or the initiation of bankruptcy proceedings against the assets of the customer should be rejected because of lack of adequate assets.
- b) fulfilment of the contract within the stipulated period is impossible because of circumstances for which the customer is responsible.
- c) the customer has not complied with its obligations to participate, in particular in accordance with Point 1-3, despite the setting of an additional period.
- d) in the instance of agreed whole or part advance performance obligation of the customer, the latter does not comply with its obligations, despite the setting of an additional period.
- e) force majeure prevents the fulfilment of the contract

If the HFA declares its withdrawal from the contract under one of these provisions, it is entitled to compensation for all costs incurred so far.

### 11. Liability

The HFA shall not be liable for damage incurred by the test material as far as this damage is not the result of gross negligence on its part. In particular, it shall not be liable for damage which is typically or necessarily associated with carrying out the investigation.

The customer shall be liable for all damage incurred from defective provision of the test material or infringement of the obligations in accordance with Points 1 to 3 of the General Terms and Conditions of Business and must keep the HFA claim-free and action-free from third-party claims.

In the case of negative results of tests, expert opinions or certifications, HFA must be indemnified and held harmless.

### 12. Right of retention

Without prejudice to point 9 the HFA is also entitled to withhold reports, certificates, diplomas and/or the test material until full payment of the fee.

### 13. Place of payment and place of jurisdiction

Vienna shall be the place of payment and place of fulfilment.

For disputes from this contract the court in Vienna which is relevant as regards subject matter shall be responsible.

Exclusively Austrian law shall be applied for decisions about the contractual relationship.

### 14. Payment target

After receipt of the invoice all payments must be made without any deduction, free of charge for HFA. In the instance of default in payment, 9% interest shall be charged in addition to reminder costs and collection charges. Invoice date = delivery date.

Vienna, April 2019