

GENERAL TERMS AND CONDITIONS OF KLÖPPERHOLZ GMBH & CO. KG.

As of April 2018

I. General Terms and Conditions for Customers (AGB-K)

§1 Scope

- 1.1 These General Terms and Conditions (AGB-K) apply exclusively to the business relationship (= the initiation, conclusion and execution of contracts for the delivery of movable goods („goods“ or „products“) of Klöpferholz (legal entity: Klöpferholz GmbH & Co. KG, Schleissheimer Str. 104, D-85748 Garching, as the user of these terms and conditions and contractual partner) with its customers (= consumers, entrepreneurs).
- 1.2 Consumers is any natural person who concludes a legal transaction for purposes that predominantly neither can be attributed to their commercial nor their independent professional activity (§ 13 German Civil Code – “BGB”). Entrepreneur is any natural or legal person or a legal partnership that acts in the execution of a legal transaction in the exercise of their commercial or independent professional activity (§ 14 BGB).
- 1.3 For the business relationship of Klöpferholz with entrepreneurs also apply the General Terms and Conditions for Entrepreneurs (AGB-U) in Section III.
- 1.4 The general terms and conditions of Klöpferholz apply exclusively, general conditions of the customer for his business relationships are not part of the contract, even if they are known by Klöpferholz, unless their validity is expressly agreed in writing by Klöpferholz.

§2 Nature of products

As the nature of the ordered goods is agreed: wood is a natural product; its natural characteristics, deviations and characteristics must always be observed. In particular, consumers should take into account their biological, physical and chemical properties when buying and using them. The range of natural color, structure and other differences within a wood species is one of the properties of the natural product wood and does not represent a complaint or liability reason. Expert advice is to be obtained from the customer.

§3 Offers, conclusion of contract, right of cancellation

- 3.1 The presentation of goods in sales rooms or via a webshop / online terminal is not a binding offer by Klöpferholz.
- 3.2 The order of a product constitutes a binding offer of the customer according to § 145 BGB for the conclusion of a purchase contract (offer).
- 3.3 Klöpferholz can accept an offer of the customer under absent (§ 147 Abs. 2 BGB) within 5 working days (calculation of time without Saturdays, Sundays and public holidays, the day of receipt of the order is not included) to own choice by acceptance in text form (eg e-mail) or delivery of the goods, unless otherwise agreed. With the acceptance by Klöpferholz the contract between the customer and Klöpferholz is completed (conclusion of contract).
- 3.4 If no contract is concluded within the acceptance period (§ 3 no. 3.3 sentence 1), the offer of the customer (§ 3 no. 3.2) expires.

3.5 Legal right of cancellation for consumers in distance contracts:

- a. For distance contracts with consumers are consumers (§ 1 no. 1.2 sentence 1), in accordance with statutory provisions a right of cancellation. This right does not apply to goods that have been made to customer specifications or that are clearly tailored to the personal needs of the customer.
 - b. Does a consumer of the right of withdrawal gem. § 3 No. 3.5 a. Use, so he has to bear the regular cost of the return.
- c. Incidentally, the provisions on the right of cancellation apply, which are reproduced in detail in the following cancellation policy:

Cancellation policy:

(following German Law: Introductory Act to the Civil Code Annex 1, (on Article 246a § 1 (2) sentence 2) Model cancellation policy for off-premises contracts and distance contracts other than financial services contracts)

Right of Cancellation

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which the last partial shipment or the last piece was delivered. To exercise your right of cancellation, you must contact us Klöpferholz GmbH & Co. KG, Schleissheimer Str. 104, 85748 Garching, Phone: 0049 89 / 32951-0, Fax: 0049 89 / 32951-919, Email: info@kloepfer.de by means of a clear statement (such as a letter sent by post, fax or e-mail) of your decision to cancel this contract. You can use the attached model cancellation form, which is not required. You can electronically complete and submit the model cancellation form or any other unequivocal statement on our website www.kloepfer.de. If you make use of this option, we will promptly (for example by e-mail) send you a confirmation of the receipt of such cancellation. In order to maintain the cancellation period, it is sufficient for you to send the notification of the exercise of the right of cancellation before the expiry of the cancellation period.

Consequences of the cancellation

If you cancel this Agreement, we have to repay you all the payments we have received from you, including the delivery charges (except for the additional costs arising from your choosing a different delivery method than the inexpensive standard delivery we have offered), immediately and no later than fourteen days from the date on which the notification of your cancellation of this contract has been received by us. For this repayment, we will use the same means of payment as you used in the original transaction, unless expressly agreed otherwise with you. In no case will you be charged for this repayment fees. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier. You must return the goods to us immediately and in any event not later than fourteen days from the date on which you inform us of the cancellation of this contract. The deadline is met if you send the goods before the deadline of fourteen days. You bear the immediate costs of the return. You only have to pay for any loss of value of the goods, if this loss of value is due to a handling that is not necessary for checking the nature, characteristics and functioning of the goods.

End of cancellation policy

§4 Packaging, shipping, delivery, transfer of risk

- 4.1 Unless otherwise agreed, all packaging and shipping costs shall be borne by the customer for transport to the customer, which shall be shown separately on the invoice. However, this only applies if they are announced when placing the order before the customer makes a binding offer. When placing an order by phone, they are called verbally and displayed in the order form when placing an order online before the customer makes a binding offer.
- 4.2 Unless otherwise agreed, the delivery shall be made from the warehouse of Klöpferholz to the delivery address specified by the customer free of curbside.
- 4.3 The delivery period is two weeks (delivery period), unless another delivery period or another delivery date has been agreed.
- 4.4 The delivery obligation of Klöpferholz is subject to self-supply by the suppliers of Klöpferholz; However, this only applies in the event that Klöpferholz is not responsible for the non-delivery.
- 4.5 If Klöpferholz according to § 4 no. 4.1 or for any other reason is unable to deliver an ordered product without own fault, the customer will be informed immediately that the ordered product is not available. If the impediment continues for more than one month, both parties to the contract are entitled to withdraw from the contract. Any further statutory claims of the customer remain unaffected. The consideration provided by the customer will be refunded by Klöpferholz immediately in case of withdrawal.
- 4.6 The fulfillment of the contract in partial deliveries and partial services is permitted to a reasonable extent. Additional costs resulting from partial deliveries or partial services will not be charged to the customer.
- 4.7 The risk of accidental loss and accidental deterioration of the goods passes to the customer upon transfer. The transfer is the same if the customer is in default of acceptance.
- 4.8 If Klöpferholz sends the sold item to another place than the place of performance at the request of the customer (dispatch purchase), the risk of accidental loss and accidental deterioration shall only be transferred to the buyer if the freight forwarder, the carrier or the person or institution otherwise designated to carry out the dispatch has been commissioned by the customer and Klöpferholz has not previously named this person or institution to the buyer.

§5 Prices, payment

- 5.1 Product prices include VAT, unless this is stated separately. If VAT is shown separately, it is payable in addition to the product price. The product prices are exclusive of shipping and packaging costs.
- 5.2 The deduction of discount requires special agreement in text form.
- 5.3 For a cash purchase, the purchase price is due immediately upon receipt without deduction. In all other cases, the purchase price, unless otherwise agreed in text form, shall be paid by the customer within 7 days of receipt of the invoice, but no later than 14 days after delivery without any deductions.
- 5.4 For orders from customers abroad or for reasonable grounds for a risk of default, Klöpferholz reserves the right to deliver only after receipt of the purchase price plus shipping and packaging costs. If Klöpferholz makes use of the prepayment reservation, Klöpferholz will inform the customer immediately.
- 5.5 For the preservation of payment terms and dates, the receipt of payment is decisive for us. This also applies to the timeliness of payment in the event that the customer has been granted cash discount.
- 5.6 During the delay, the customer shall pay interest on the debt amounting to 5 percentage points above the respective base interest rate. Klöpferholz can prove and assert a higher damage caused by delay.

§6 Offsetting; right of retention

- 6.1 The customer is entitled to offset against claims of Klöpferholz only with legally established, recognized or undisputed claims. For offset against claims of Klöpferholz the customer is further entitled, if he makes complaints or counterclaims from the same purchase contract asserted.
- 6.2 The customer may exercise a right of retention only if his counterclaim is based on the same contract.

§7 Rights of the customer in case of defects

- 7.1 For the rights of the customer in case of material and legal defects (defects), the statutory provisions apply, unless otherwise stated below. For claims for damages against Klöpferholz due to a defect the general limitation of liability of Klöpferholz according to § 8 applies.
- 7.2 The expenses necessary for the purpose of the examination and supplementary performance, in particular transport, travel, labor and material costs shall be borne by Klöpferholz, if there is actually a defect. If the customer has installed the defective item, delivered on the basis of a contract concluded with Klöpferholz into another item or attached it to another item, Klöpferholz is obliged within the scope of subsequent performance to reimburse the customer for the necessary expenses for the removal of the defective and the installation or installation of the repaired or delivered defect-free item (reimbursement of expenses). The rights of the customer are excluded if he knows the defect when installing or attaching the defective item. If the customer has remained unaware of a defect as a result of gross negligence, the customer can only assert rights due to this defect if Klöpferholz fraudulently concealed the defect or assumed a guarantee for the quality of the goods.
- 7.3 If no defect is actually present, Klöpferholz may demand from the customer the costs incurred from the unjustified removal of the defect, unless the defect was not recognizable to the customer.

§8 Liability

The liability of Klöpferholz from and in connection with the business relationship is limited as follows:

- 8.1 Klöpferholz is liable for slight negligence only in case of breach of essential contractual obligations, the breach of which jeopardizes the achievement of the purpose of the contract, or for the breach of duties whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the customer regularly trusts. In this case, however, Klöpferholz is liable only for the predictable, contract-typical damage. Klöpferholz is not liable for the slightly negligent violation of duties other than those mentioned in the preceding sentences.
- 8.2 If the cause of damage is based on an intentional or grossly negligent breach of duty by Klöpferholz or a legal representative or vicarious agent of Klöpferholz, Klöpferholz shall be liable without limitation.
- 8.3 Claims under the Product Liability Act, due to a defect after assuming a guarantee for the nature of a good or for fraudulently concealed errors and for damage to health, life and limb as well as at the time of inclusion of these terms already incurred claims from negligence in contract negotiations remain unaffected by the foregoing limitations of liability.

§9 Retention of title

- 9.1 Klöpferholz reserves the ownership or the expectant right of the sold goods until full payment of the purchase price.
- 9.2 The customer is obliged to immediately inform Klöpferholz of any access of third parties to the goods subject to retention of title, for example in the case of a seizure or damage as well as the destruction of the goods.
- 9.3 In the event of breach of contract by the customer, in particular in the case of non-payment of the due purchase price,

Klöpferholz is entitled to withdraw from the contract in accordance with the statutory provisions and to reclaim the goods. If the customer does not pay the due purchase price, Klöpferholz may only assert this right if Klöpferholz has previously set a reasonable payment period for the customer who is a consumer, or if such a deadline is dispensable according to the statutory provisions.

§10 Statute of limitations

- 10.1 For consumers, the general limitation period for defects and claims for damages is 2 years from the date of delivery. Insofar as acceptance has been agreed, the period of limitation begins with the acceptance.
- 10.2 This shall not affect any statutory special provisions on the statute of limitations, in particular in accordance with § 438 para. 1 no. 1, no. 3 and para. 3 BGB, § 534, 479 BGB, § 636a para. 1 no. 2 BGB and in cases of injury to life, body or health, in the context of the fault liability in case of intent and gross negligence as well as claims for damages according to the Product Liability Act.

§11 Privacy

Personal customer data (eg title, name, address, date of birth, e-mail address, telephone number, fax number, bank details, credit card number) will be collected and used by Klöpferholz exclusively in accordance with the provisions of the applicable statutory data protection law.

§12 Applicable law, jurisdiction, online dispute resolution

- 12.1 For these terms and conditions and our contractual relationships with the customer, the law of the Federal Republic of Germany applies, excluding the UN sales law.
- 12.2 If the Customer has placed his order as a consumer and has his / her habitual residence in another country at the time of his or her order, the application of mandatory legislation of that country shall remain unaffected by the choice of law made in sentence 1.
- 12.3 The European Commission provides an online dispute resolution (ODR) platform, which the customer can access at <http://ec.europa.eu/consumers/odr/>.

II. SPECIAL PROVISIONS OF THE AGB-K

§13 Installation services, construction contracts

- 13.1 If the customer commissions Klöpferholz in addition to the delivery of goods with installation or assembly („assembly services“), Klöpferholz is entitled to use subcontractors.
- 13.2 If the goods are installed by Klöpferholz or the subcontractor, the customer must ensure that the construction site is easily accessible and installation without hindrance is possible.
- 13.3 In case the goods are installed by Klöpferholz or a subcontractor, the customer or a person commissioned by him / her to accept the goods must accept the work immediately. If no immediate acceptance takes place, Klöpferholz can demand that such a procedure is usually carried out within 2 weeks at the latest. The legal right of the customer to refuse acceptance in case of defects (§ 7) remains unaffected.
- 13.4 The customer cannot refuse acceptance of the work due to insignificant defects.
- 13.5 If Klöpferholz merely conveys to the customer an entrepreneur for the installation of the goods, Klöpferholz shall neither make the obligation nor the guarantee for the proper installation nor the liability for defects and damages that arise during or in connection with the installation of the goods.
- 13.6 If Klöpferholz, according to the contract with the customer, is committed (i) to the manufacture, restoration or reconstruction of a building or a part thereof, or (ii) to the maintenance of a building, the work is of essential importance for the construction, the durability or the intended use, the statutory provisions of the building contract law apply.

III. GENERAL TERMS AND CONDITIONS FOR ENTREPRENEURS (AGB-U)

§14 General, Tegernsee customs, supplement to § 3 Offers, conclusion of contract, right of withdrawal

- 14.1 The following general terms and conditions for entrepreneurs (AGB-U) apply only to entrepreneurs within the meaning of § 1 no. 1.2 sentence 2. The AGB-U supplement the above provisions in sections 1. and II before, if and to the extent that the AGB-U contain deviating provisions.
- 14.2 Within the framework of an ongoing business relationship, AGB-K and AGB-U according to § 14 no. 14.1 shall also be considered as part of the contract if Klöpferholz has not expressly referred to their inclusion in the individual case.
- 14.3 In the business dealings of Klöpferholz with entrepreneurs, the Tegernsee customs are an integral part of the contract for the domestic trade in roundwood, lumber, wood-based materials and other semi-finished wood products. Its general part also applies to domestic trade in foreign products of the above type and commercial transactions between importer and Klöpferholz as the first operator to be included. If the Tegernsee customs are an integral part of the contract, their provisions shall apply in addition insofar as these general terms and conditions § 14 no. 14.2 do not contain any deviating regulations.
- 14.4 If the customer is an entrepreneur, a contract is concluded if Klöpferholz accepts the offer of the customer within a reasonable period of time either by a declaration of acceptance or by the delivery of the goods. (Deviation from § 3 no. 3.3).
- 14.5 If the customer is an entrepreneur, he is not entitled to a right of cancellation. (Deviation from § 3 no. 3.5)

§ 15 supplement to § 4 Packaging, shipping, delivery, transfer of risk

- 15.1 If the customer is an entrepreneur, he bears the usual costs for shipping and packaging the goods, unless otherwise agreed; § 4 no. 4.1 sentences 2 and 3 are not applicable. (Deviation from § 4 no. 4.1).
- 15.2 If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods at the warehouse of Klöpferholz (transfer of the goods) to the customer: (i) upon handing over to the customer; (ii) in the case of a dispatch purchase with the delivery of the goods to the carrier, the carrier or to the person otherwise intended to carry out the consignment (deviation from § 4 no. 4.8).

§ 16 supplement to § 5 Prices, payment

In legal transactions in which a consumer is not involved, the interest rate for remuneration claims is 9 percentage points above the base rate. (Deviation from § 5 no. 5.6)

§ 17 supplement to § 7 Rights of the customer in case of defects

- 17.1 If the customer is an entrepreneur, he must inspect the goods immediately upon receipt for any defects and immediately report existing defects in text form. Hidden defects must be reported in text form immediately after their discovery. If he does not comply with any of the above obligations, he loses all his claims and in connection with a defect, unless Klöpferholz has fraudulently concealed the defect. (Deviation from § 7 No. 7.1).
- 17.2 The entrepreneur bears the full burden of proof for all contents of the claim, in particular for the defect itself, for the time of its creation and for the determination of the defect and for the timeliness of the defect complaint. (Deviation from § 7 No. 7.1)
- 17.3 Klöpferholz is obligated under contracts with entrepreneurs in the context of supplementary performance exclusively for replacement. Klöpferholz is in this respect not obliged to reimbursement of expenses (deviation from § 7 no. 7.2).
- 17.4 A recourse of the entrepreneur towards Klöpferholz for reimbursement of expenses (§ 7 no. 7.2) which the entrepreneur must bear in relation to his customer as a result of a defect for which Klöpferholz is responsible, shall be excluded, as far as the obligation of the entrepreneur towards his customer is not based on a mandatory liability of the entrepreneur due to the statutory provisions on the sale of consumer goods. § 8 remains unaffected even if the recourse of the entrepreneur against Klöpferholz according to the preceding sentence is not excluded. (Deviation from § 7 no. 7.1).
- 17.5 For entrepreneurs, the warranty period is 1 year from the transfer of risk. This does not apply to claims for damages due to injury to life, body or health and / or claims for damages due to gross negligence or intentional damage caused by Klöpferholz. Furthermore, it also does not apply to the rights of recourse not excluded under § 17 no. 17.4. (Deviation from § 7 No. 7.1).

§ 18 Supplement to § 9 retention of title

- 18.1 In the case of a contract with an entrepreneur, Klöpferholz reserves the ownership or the expectant right of the goods sold (reserved goods) until full settlement of all claims arising from an ongoing business relationship in accordance with the following provisions Nos. 18.2 to 18.7 (Deviation from § 9):
- 18.2 The entrepreneur is entitled to resell the reserved goods in the ordinary course of business. He assigns to Klöpferholz upon conclusion of the contract with Klöpferholz (initial contract) all claims in the amount of the invoice amount of Klöpferholz, which accrue to him from the resale. Klöpferholz accepts the assignment with conclusion of the initial contract. After the assignment, the entrepreneur is authorized to collect the claim. Klöpferholz reserves the right to collect the claim itself, but will not make use of it as long as the customer duly fulfills its payment obligations.
- 18.3 The reserved goods are processed or converted for the manufacturer. Manufacturer is Klöpferholz or, if Klöpferholz is entitled to the right to expect the reserved goods, the supplier of Klöpferholz. The manufacturer does not incur any liabilities in relation to the entrepreneur from processing or converting. The manufacturer is (co-) entitled to the new product resulting from processing or conversion irrespective of the time and degree of processing or conversion (intermediate and end products). In the case of processing or conversion with mixing or combining with other goods, the manufacturer is entitled to co-ownership of the new object in proportion of the value of the reserved goods to the connected or mixed goods at the time of processing or conversion. In the event that the customer acquires (co-) ownership of the processed or remanufactured reserved goods despite processing or conversion, he transfers to Klöpferholz the future (co-) ownership of the goods already with conclusion of the initial contract for the time of its acquisition, and keeps the goods for Klöpferholz. Any claims for restitution against third parties shall be assigned by the customer to Klöpferholz upon conclusion of the initial contract. Klöpferholz assumes the transfer of the future co-ownership and the future right of restitution upon conclusion of the initial contract. The new item is considered reserved goods within the meaning of these provisions.
- 18.4 The retention of title in accordance with the above provisions shall continue even if individual claims are included in a current account and the balance is drawn and recognized. With the satisfaction of all secured claims of Klöpferholz against the customer, ownership automatically passes to him. Furthermore, the assigned claims and rights fall back on him.
- 18.5 Klöpferholz undertakes to release the claims and rights to which it is entitled in accordance with the above provisions to the extent - at the choice of Klöpferholz - as its realizable value exceeds the claims to be secured by 20%. However, with the exception of deliveries in the real current account relationship, this only applies to those deliveries or their surrogates that are fully paid.
- 18.6 If the proceeds from the resale or processing / conversion are paid by a third party to the customer, the money shall be transferred to Klöpferholz without delay, regardless of any deviating due date.
- 18.7 The authorization of the customer to dispose of the reserved goods as well as the processing, transformation, connection, mixing, blending, and also the collection of assigned claims shall cease if the terms of payment are not complied with, in the event of unauthorized dispositions, in the event of bills of exchange and check protests, and then also if insolvency proceedings are sought or are pending against the customer or if an out-of-court settlement proceeding is being pursued. In these cases, Klöpferholz is entitled to take possession of the goods subject to retention without notice or declaration of withdrawal, to enter the customer's business for this purpose, to demand appropriate information and to inspect its books to secure the rights of Klöpferholz. A withdrawal from the contract can be seen in the return of the reserved goods only if Klöpferholz expressly declares this.

§ 19 supplement to § 12 Applicable law, jurisdiction, online dispute resolution

- 19.1 The place of fulfillment for all liabilities under the contract with the entrepreneur is Munich.
- 19.2 The place of jurisdiction for all disputes arising out of or in connection with the business relationship with the entrepreneur is Munich, if the entrepreneur is a merchant, or he does not have a general place of jurisdiction in the Federal Republic of Germany, or he has moved after the conclusion of the contract his domicile or habitual residence from the Federal Republic of Germany, or his domicile or personal residence at the time of filing the action is unknown. Klöpferholz is by its own choice entitled to bring an action also at the general place of jurisdiction of the entrepreneur. (Deviation from § 12 no. 12.3).

§ 20 supplement to § 13 Installation services, construction contracts

Klöpferholz is entitled to indicate to the customer, who is an entrepreneur, in text form the completion of the service. In this case, the acceptance by the entrepreneur after the expiration of 2 weeks after putting into use is deemed to have taken place. Klöpferholz is obliged to inform the entrepreneur of this at the beginning of the deadline (Deviation from § 13 no. 13.3).