
General-,
Terms- and **C**onditions
of **S**ale, **D**elivery and
Payment



(GTC) of naturheld GmbH for exclusive application in entrepreneurial business transactions.

(Version: 04.07.2023)

1. General / Applicability

1.1

Your contractual partner is naturheld GmbH, Zur Betzenmühle 1, D-95703 Plößberg (head **office**). You can reach them by telephone at +49(0)9636/9209-0, by fax at +49(0)9636/9209-1899 or by e-mail at info@ziegler.global. naturheld GmbH is registered in the commercial register at the district court of Weiden i.d.OPf. under the commercial register number HRB 5596. The sales tax identification number is DE340563629.

1.2

As long as nothing to the contrary is expressly agreed, the hereafter mentioned GSDP apply – in addition to the practices in trade with wood and wooden products in Germany (Tegernseer Gebräuche) in their applicable version of 04.07.2023 – to all contractual relationships, deliveries and any other fulfilment of services in business transactions with companies within the definition of § 14 BGB and with legal persons of public law, including public-legal assets.

1.3

The GTC of naturheld GmbH apply exclusively. This applies to all offers, sales, deliveries and services of naturheld GmbH in current and future business relationships, regardless of whether the goods are manufactured by naturheld GmbH itself or purchased from suppliers (§§ 433, 651 BGB). Deviating, conflicting or supplementary conditions of a buyer will not become part of the contract - regardless of when they become aware of naturheld GmbH, unless naturheld GmbH approves the applicability of the deviating provisions expressly and in writing.

1.4

This requirement of consent also applies if naturheld GmbH carries out the delivery without reservation in the knowledge of conflicting, deviating or supplementary conditions of a purchaser. Therefore, the buyer's own general terms and conditions do not apply, even if naturheld GmbH has not expressly objected to them.

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 of the buyer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction), require the written form. Legal formal requirements and further proof, in particular in the case of doubts about the legitimacy of the declarant, remain unaffected.

1.7

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

2. Offer and conclusion of contract

2.1

All offers of naturheld GmbH are subject to change - especially regarding quantity, price and delivery time - and are only valid for undivided orders. This also applies if catalogs, technical documentation (e.g. drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or documents - also

in electronic form - are provided to the buyer, to which naturheld GmbH reserves property rights and copyrights. naturheld GmbH is not obligated to accept orders from the purchaser.

2.2

An order made to naturheld GmbH is a binding offer of the buyer. naturheld GmbH is entitled to accept this offer within two weeks by means of sending an order confirmation or by dispatching the ordered delivery to the buyer within this deadline. To safeguard the deadline it is enough that the order confirmation or the ordered goods are sent in time. Order confirmations are sent to the address given by the buyer in their order or to the last known address at the time of the business relationship.

2.3

Solely authoritative for the legal relationship between naturheld GmbH and purchasers is the purchase contract concluded in writing, including these GTC. This fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Verbal promises of the seller prior to the conclusion of this contract are legally non-binding and verbal agreements of the contracting parties are replaced by the written contract, unless it is expressly stated in each case that they continue to be binding.

2.4

The subject of the contract are only the services of naturheld GmbH mentioned in the order confirmation. For additional services, naturheld GmbH is entitled to invoice them separately.

2.5

We reserve the right to minor deviations from the illustrations or descriptions in catalogs, samples or showpieces on which the order is based, in particular deviations in color. Such material-related deviations do not constitute a defect.

3. Prices

3.1

Unless otherwise stated in the direct order and contract documents with the Buyer, the following provisions shall apply with regard to price quotations:

- All prices quoted are in EURO
- The prices are net prices and are subject to the applicable value added tax
- All prices are quoted ex works and do not include packaging, freight, insurance and customs duties.

3.2

For deliveries within the EU, the buyer must provide his VAT ID number. If no VAT is due on a delivery, the purchaser must point this out in good time and provide the necessary evidence.

3.3

Fixed prices shall be deemed to be fixed only up to the contractual delivery date.

3.4

naturheld GmbH reserves the right to increase prices accordingly after the expiration of 6 weeks since the conclusion of the contract if increases in price factors occur between the conclusion of the contract and delivery (in particular due to tax increases or increases in wages, customs, transport, storage, material or raw material costs). This shall also apply in the event of a fixed price agreement.

4. Terms of payment

4.1

Unless otherwise agreed, invoices of naturheld GmbH are payable within 30 days from the date of invoice and delivery or acceptance of the goods without deduction.

4.2

naturheld GmbH is - also within the framework of an ongoing business relationship - entitled at any time to carry out a delivery in whole or in part only against advance payment. naturheld GmbH declares a corresponding reservation at the latest with the order confirmation.

4.3

naturheld GmbH is entitled to offset payments against the purchaser's older debts first, despite the purchaser's provisions to the contrary. In this case, the purchaser will be informed about the type of offset that has been made. If costs and interest have already been incurred, naturheld GmbH is entitled to offset the payment first against the costs, then against the interest, and finally against the principal claim.

4.4

A payment is considered made only when naturheld GmbH can dispose of the amount. In the case of checks, payment is only considered to have been made when the check is irrevocably cashed. Bills of exchange and checks are only accepted on account of performance, bills of exchange only after separate agreement.

4.5

Upon expiry of the payment deadline pursuant to Section 4.1, the Buyer shall be in default. During the period of default, the purchase price is subject to interest at the applicable statutory default interest rate. naturheld GmbH reserves the right to assert further damage caused by default. The claim to the commercial due date interest rate (§ 353 HGB) remains unaffected vis-à-vis merchants.

4.6

If the buyer defaults on a payment, all other claims shall also become due for payment immediately, without the need for a separate notice of default.

4.7

It is expressly agreed for all deliveries and services to buyers outside of Germany that all costs of legal prosecution incurred by naturheld GmbH in the event of default of payment by the buyer, both judicial and extrajudicial, are to be borne by the buyer.

4.8

If naturheld GmbH becomes aware of circumstances that call into question the creditworthiness of the purchaser, in particular if a check is not cashed or the purchaser stops making payments, or if other circumstances become known that call into question the purchaser's creditworthiness, naturheld GmbH is entitled to demand appropriate advance payments or securities for goods not yet delivered.

4.9

naturheld GmbH reserves the right to assign purchase price claims from deliveries of goods or from other deliveries and services to third parties.

4.10

The purchaser shall only be entitled to set-off, retention or reduction, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established or if they are undisputed.

However, the purchaser shall also be entitled to withhold payment on the basis of counterclaims arising from the same contractual relationship, provided that the counterclaims are not claims for payment.

5. Delivery and transfer of risk

5.1

Unless otherwise contractually agreed, delivery is ex works (EXW) of naturheld GmbH, Industriegebiet Hütten, Parksteiner Weg 20, D-92655 Grafenwöhr, according to Incoterms 2020. The risk of accidental deterioration or accidental loss passes to the buyer as soon as the goods have left the factory. naturheld GmbH is not liable for damage or loss during transport. This also applies if carriage paid delivery has been agreed upon. The transport is always carried out on behalf of the buyer.

5.2

If the shipment/collection of the goods is delayed as a result of circumstances for which the Buyer is responsible, the goods shall be stored for the account and risk of the Buyer after the expiry of five working days, calculated from the date of notification of readiness for delivery.

5.3

If trade clauses in accordance with ICC Incoterms are used, the Incoterms as amended from time to time shall become part of the contract.

5.4

Usual minor dimensional tolerances are permissible and do not entitle the purchaser to make a complaint. Partial deliveries are permissible to a reasonable extent and will be invoiced separately.

5.5

The delivery periods and dates of naturheld GmbH result from the order confirmation or from a separate notification. These delivery periods and dates are approximate. Delivery periods always apply from naturheld GmbH's order confirmation. Delivery dates are - depending on the agreement - always ex works. naturheld GmbH is entitled to reasonably extend or postpone delivery periods and dates for reasons of clauses 5.6 and 5.7 as well as in the event of the existence of other obstacles that were not caused by at least grossly negligent behavior on the part of naturheld GmbH. naturheld GmbH will notify the purchaser of such a delay in delivery at least one day before the original delivery date. The purchaser is not entitled to any claims arising from such delays.

5.6

naturheld GmbH is not liable for delays or impossibility of delivery due to force majeure, (e.g. strike, fire, war, transport disruptions, theft, pandemic, etc.) or due to reasons beyond naturheld GmbH's control, such as the buyer's failure to complete necessary preliminary work in a timely manner.

5.7

If performance is prevented as a result of force majeure or for reasons beyond the control of naturheld GmbH, naturheld GmbH is entitled to cancel any outstanding delivery commitments. This also applies if the prevention of delivery is due to delay or non-performance of a pre-supplier.

5.8

naturheld GmbH is only liable for delay or impossibility of delivery or partial delivery for reasons other than those stated in clauses 5.6 and 5.7 if naturheld GmbH has acted with at least gross negligence. The limitation of liability of clause 8.1 applies.

5.9

Impossibility of delivery, in particular for reasons of clauses 5.6 and 5.7, entitles the buyer to withdraw from the contract. Likewise, if naturheld GmbH is in default, the purchaser is entitled to withdraw from the contract by setting a grace period of at least four weeks. If the delivery is divisible, the purchaser is only entitled to a corresponding partial withdrawal.

5.10

As far as naturheld GmbH is obligated to perform under a contract, naturheld GmbH can refuse delivery if circumstances become known after the conclusion of the contract that call into question the buyer's willingness to perform, especially if the buyer's credit insurer cancels or significantly reduces the credit limit or the credit limit has already been exhausted and the claim for payment is thereby jeopardized. The right to refuse performance shall cease to apply if the consideration is effected or security is provided for it.

6. Retention of title

6.1

naturheld GmbH retains ownership of the delivered goods until full payment of all claims arising from the business relationship with the buyer (reserved goods), even if payments are made on specially designated claims. Even the inclusion of individual claims in a current invoice as well as the drawing of a balance and its recognition shall not affect the retention of title. Payment shall only be deemed to have been made when the money has been received by naturheld GmbH or when it has been credited to naturheld GmbH's account. If payment of the purchase price is made by accepting a bill of exchange, the retention of title does not expire before the bill of exchange is honored by the buyer as drawee.

6.2

If the delivered goods are processed or transformed by the buyer, the retention of title also extends to the resulting new object. The processing or transformation of the purchased goods by the purchaser is always done in the name and on behalf of naturheld GmbH. In this case, the purchaser's expectant right to the object of sale continues in the transformed object. If the purchased item is processed with other items not belonging to naturheld GmbH, naturheld GmbH acquires co-ownership of the new item in the ratio of the objective value of the purchased item delivered by naturheld GmbH to the other processed items at the time of processing. The same applies in the case of mixing. If the mixing is done in such a way that the buyer's item is to be considered the main item, it is agreed that the seller transfers co-ownership to naturheld GmbH on a pro rata basis and keeps the sole ownership or co-ownership thus created for naturheld GmbH.

6.3

If the goods subject to retention of title are sold by the buyer, alone or together with goods not belonging to naturheld GmbH, the buyer already now assigns the claims arising from the resale in the amount of the final invoice amount agreed upon with naturheld GmbH, including value added tax, if applicable, with all ancillary rights. naturheld GmbH accepts this assignment. If the resold goods subject to retention of title are co-owned by naturheld GmbH, the assignment of the claim extends to the amount that corresponds to naturheld GmbH's share value in the co-ownership.

6.4

If the goods subject to retention of title are installed by the purchaser as an essential component in the real estate of a third party, the purchaser hereby assigns to naturheld GmbH the assignable claims for payment arising against the third party or the party in question in the amount of the value of the goods subject to retention of title with all ancillary rights, including the right to grant a security mortgage, with priority over the rest. naturheld GmbH accepts this assignment. Item 6.3 sentence 3 above applies accordingly.

6.5

If the goods subject to retention of title are installed by the purchaser as an essential component in the purchaser's property, the purchaser hereby assigns the claims arising from the sale of the property or property rights in the amount of the value of the goods subject to retention of title with all ancillary rights and with

priority over the rest. naturheld GmbH accepts this assignment. Clause 6.3 sentence 3 above shall apply accordingly.

6.6

The purchaser is only permitted to resell, use or install the goods subject to retention of title in the ordinary course of business and only under the condition that the claims in the sense of clauses 6.3, 6.4 and 6.5 are actually transferred to naturheld GmbH. The purchaser is not entitled to dispose of the reserved goods in any other way, in particular pledging and transfer of ownership by way of security.

6.7

Until revocation by naturheld GmbH, which is possible at any time, the purchaser remains authorized to collect the claims assigned according to the above clauses 6.3, 6.4 and 6.5. naturheld GmbH will not make use of its own collection authority as long as the purchaser meets his payment obligations, also to third parties. Upon request, the purchaser must name the debtors of the assigned claims and notify them of the assignment. naturheld GmbH is authorized to notify the debtors of the assignment itself.

6.8

In the event of seizure, confiscation or other access by third parties to goods subject to retention of title or claims to which naturheld GmbH has security interests, the buyer must notify naturheld GmbH immediately and support naturheld GmbH in asserting its rights. The costs of any judicial or extrajudicial interventions are to be borne by the buyer, insofar as their reimbursement cannot be obtained from the third party.

6.9

The right to resell, use or install the reserved goods and the authorization to collect the assigned claims shall expire upon cessation of payments, application for or opening of insolvency proceedings, judicial or extrajudicial composition proceedings. In the event of a protest of a check or bill of exchange, the authorization to collect shall likewise expire.

6.10

In the event of behavior contrary to the contract on the part of the purchaser, in particular in the event of default of payment, naturheld GmbH is entitled to take back the delivered goods. Taking back the delivered goods does not constitute a withdrawal from the contract, unless naturheld GmbH has expressly declared this in writing. After taking back the delivered goods, naturheld GmbH is entitled to utilize them. The proceeds of the sale are to be credited against the purchaser's liabilities less reasonable costs of sale in accordance with section 4.3.

6.11

If the value of the securities granted exceeds the claims of naturheld GmbH from the business relationship with the purchaser by more than 20%, naturheld GmbH will release securities in excess of this at the request of the purchaser. The selection of the securities to be released is at the discretion of naturheld GmbH.

6.12

The buyer is obliged to treat the goods delivered under reservation of title with care and to insure them at his own expense against fire, water, theft and other usual risks to be insured.

6.13

The application for the opening of insolvency proceedings on the buyer's assets entitles naturheld GmbH to withdraw from the contract and to demand the immediate return of the delivered and not yet paid goods.

7. Defects and warranty

7.1

Wood is a natural material, its natural properties, deviations and characteristics must therefore always be observed. In particular, the buyer must take into account the biological, physical and chemical properties when buying and using. If necessary, the buyer must seek professional advice.

7.2

As a rule, only the product description of naturheld GmbH is considered to be agreed upon as the quality of the goods. Public statements, recommendations or advertising by naturheld GmbH do not constitute a contractual description of the quality of the goods.

7.3

Claims for defects by the purchaser require that the purchaser has inspected the goods for defects immediately upon receipt and has notified naturheld GmbH in writing of the defects in a timely manner. If no notification of defects is made, the goods are considered approved and the assertion of warranty claims is excluded.

7.4

If an immediate inspection of the goods cannot take place in the normal course of business, naturheld GmbH must be notified immediately of this circumstance and any defect that can be detected during a subsequent inspection must be reported in writing within 14 working days of receipt of the goods at the latest. The same also applies in the case of incorrect or different deliveries.

7.5

Insofar as a defect exists and its elimination is demanded by the purchaser, naturheld GmbH has the choice of whether to eliminate the defect through subsequent improvement, subsequent delivery, or a reduction in the purchase price. The supplementary performance can be refused as long as the purchaser does not fulfill his payment obligations to the extent that corresponds to the defect-free part of the delivered goods.

7.6

The purchaser is entitled, at his discretion, to withdraw from the contract or to demand a corresponding reduction in the purchase price if subsequent performance fails at least twice.

7.7

Return shipments of delivered goods are at the expense and risk of the buyer, unless otherwise agreed in writing with naturheld GmbH. However, the costs for the return shipment are to be borne by naturheld GmbH if the return shipment is made due to a justified notice of defect by the buyer.

7.8

The treatment and processing of the goods leads to the exclusion of the warranty.

7.9

The assertion of warranty claims does not release the buyer from his obligation to pay.

8. Claims for damages, liability

8.1

Insofar as nothing to the contrary arises from these GTC including the following provisions, naturheld GmbH is liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

8.2

naturheld GmbH is liable for damages - regardless of the legal grounds - within the scope of fault liability only in cases of intent and gross negligence. In the case of simple negligence, naturheld GmbH is only liable according to legal regulations (e.g. for diligence in own affairs), subject to a milder

own affairs) only for damages resulting from injury to life, body or health,

for damages resulting from the not insignificant breach of a material contractual obligation (obligation, the fulfillment of which is a prerequisite for the proper execution of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, liability shall be limited to compensation for the foreseeable, typically occurring damage.

8.3

The limitations of liability resulting from section 8.2. also apply to breaches of duty by or in favor of persons whose fault naturheld GmbH is responsible for according to legal regulations. They shall not apply if a defect was fraudulently concealed or a guarantee for the quality of the goods was assumed and for claims of the Buyer under the Product Liability Act.

8.4

Due to a breach of duty that does not consist of a defect, the purchaser may only withdraw or terminate if naturheld GmbH is responsible for the breach of duty. A free right of termination of the purchaser (in particular according to §§ 650, 648 BGB) is excluded.

8.5

Liability is generally limited to an amount equal to the value of the goods of the respective delivery. Liability for loss of profit, consequential damages or for damages due to claims of third parties is excluded. This shall not apply in cases of liability due to intent and gross negligence as well as in the cases of clause 8.2 sentence 2 (a) and (b) as well as in cases of liability according to the Product Liability Act.

8.6

naturheld GmbH assumes no liability for damages resulting from improper handling of the delivered goods. Likewise, no liability is accepted for work carried out by third parties on the delivered goods at a later date.

8.7

The liability of naturheld GmbH and its suppliers for consequential harm caused by a defect exists only within the framework of the mandatory provisions of the Product Liability Act.

9.. Statute of limitation

9.1

Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.

9.2

However, if 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 5 years from delivery in accordance with the statutory provision (§ 438 para. 1 no. 2 BGB). Other special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445 b BGB) shall also remain unaffected.

9.3

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 individual cases. However, claims for damages of the Purchaser pursuant to Clause 8.2 sentence 1 and sentence 2(a) as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

10. Applicable law, place of performance, place of jurisdiction

10.1

The contractual relationship between naturheld GmbH and the purchaser shall be governed exclusively by the laws of the Federal Republic of Germany. The provisions of the United Nations Convention on Contracts for the International Sale of Goods ("UN Sales Convention") shall not apply **to this contractual relationship**.

10.2

Unless otherwise agreed in writing, the place of performance for the payment of the purchase price as well as for other services of the purchaser is the headquarters of naturheld GmbH.

10.3

If the purchaser is a merchant in the sense of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of naturheld GmbH, Zur Betzenmühle 1, D-95703 Plößberg. The same applies if the buyer is an entrepreneur

i. S. v. § 14 BGB is. However, naturheld GmbH is also entitled in all cases to file suit at the place of fulfillment of the delivery obligation according to these GCS or a prior individual agreement or at the purchaser's general place of jurisdiction. Overriding legal provisions, in particular regarding exclusive jurisdiction, remain unaffected.

10.4

The contractual language is German. Only the German text of these Terms and Conditions of Sale and Delivery shall be legally binding for the contractual relationship. Insofar as agreements are made in a language other than German with regard to the applicability of German law, the agreement of the place of performance and the place of jurisdiction, the German version shall always apply in the event of deviations.

11. Other provisions

11.1

Should one or more provisions or parts of a provision of these terms and conditions of sale and delivery be or become invalid for any reason, this shall not affect their validity in other respects. The buyer and naturheld GmbH undertake to replace the invalid provisions or partial provisions with provisions that best meet the purpose of the contract. The same applies in the case of unintentional omissions.

11.2

Agreements deviating from or supplementing these terms and conditions in individual cases must be made in writing to be effective.

11.3

These general terms and conditions of sale and delivery supplement the contracts concluded between naturheld GmbH and the purchaser. In the event of contradictions to the provisions in the contract or if the

contract contains more extensive provisions, the contract shall take precedence over the general terms and conditions of sale and delivery.

Applicable documents (see clause 1.2 of these GTC): Practices in trade with wood and wooden products in Germany (Tegernseer Gebräuche) in their applicable version of 04.07.2023