



Taking wood further

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## **General Conditions of Purchase**

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

and also their subsidiaries Sonae Arauco Beeskow GmbH, TOOL  
Transport Organisation und optimierte Logistik GmbH and  
ImPaper Europe GmbH. For other markets, please ask your sales  
consultant

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## General Conditions of Purchase

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### **I General provisions**

1. The following conditions apply to all Sonae Arauco Deutschland GmbH orders and also their subsidiaries Sonae Arauco Beeskow GmbH, TOOL Transport Organisation and optimierte Logistik GmbH and ImPaper Europe GmbH and become an effective component of the contract. Changes or amendments require written confirmation by the buyer if submitted by non-authorized representatives.
2. Conflicting, deviating or supplementary conditions are not deemed binding for the buyer, even if they were notified as applicable terms and conditions by the seller (supplier). The buyer's lack of response to such notification does not constitute acceptance or approval. If the conditions of the buyer were not received by the supplier with the order, or if they were not handed over on another occasion, they nonetheless apply to the extent that the supplier was aware of them or ought to have been aware of them from a previous business relationship with the buyer.
3. All cases not regulated by this contract are subject to the laws of the Federal Republic of Germany to the exclusion of foreign law and under exception of the United Nations Convention of 11.04.1980 on Contracts for the International Sale of Goods (CISG). Insofar as the exclusion of the CISG is not feasible due to conflicting foreign law, or, if the application of the law of the Federal Republic of Germany cannot be effectively agreed, the CISG applies to the exclusion of foreign law.
4. Insofar as the assertion of claims by the buyer is subject to the receipt of a declaration of the buyer by the supplier due to legal provisions or the present contract, the burden of proof is deemed to have been satisfied by the buyer by demonstrating that the declaration was properly dispatched by mail. The supplier retains the right of issuing proof to the contrary to demonstrate the lack of receipt.
5. Our purchasing conditions apply only to companies acc. to § 310 BGB (German Civil Code).

### **II. Offers, Offer documents**

1. The supplier is obliged to accept our order by way of return of the signed duplicate of this order/order confirmation within a period of 2 working days.
2. The buyer reserves its property rights and copyrights to any illustrations, drawings, calculations and other documents; this content must not be reposted without its express written consent. The content is to be used exclusively for production in the scope of the order; after completion of the order, they must be returned without prompting. The content must be kept secret from third parties.
3. Placed orders must not be disclosed or used as a reference / for advertising purposes without the buyer's written consent.

### **III. Delivery schedule**

1. Agreed delivery dates are deemed binding and must be observed. The buyer must be notified of any delays under statement of the causes of the delay or risk of delay in writing immediately after their detection. Partial deliveries are permissible only with the consent of the buyer.

2. The supplier is deemed in default without requiring a reminder if the failure to comply with the agreed delivery dates is at its responsibility.  
In case of default, the supplier is subject to a contractual penalty. This amounts to 0.5% of the net invoice amount of the purchase price, but no more than 5% thereof, for each commenced working day of delay in delivery. The buyer is entitled to deduct the contractual penalty from the purchase price even after prior, unconditional acceptance of the goods. The claim to compensation for actual damages beyond the penalty for default remains reserved. The supplier is entitled to demonstrate that it was not responsible for the breach of duty for any claims for damages by the buyer.
3. Following the unsuccessful expiry of the buyer's grace period for delays in delivery, the buyer is entitled to cancel the relevant contract in whole or in part, or demand damages for non-performance. The claim prescribed by Paragraph III 2 remains unaffected by above provision.
4. Any causes or events that result in the discontinuation or limitation of the buyer's or supplier's operations, operational disturbances of any kind, such as, fire, official orders by laws, decrees and similar, events of force majeure, as well as strikes and lockouts, shall entitle the buyer to postpone the fulfillment of any applicable acceptance obligations up to the time of their alleviation, or to withdraw completely or partially from the contract after expiry of a reasonable period. Claims for damages against the buyer under such circumstances are precluded.

#### **IV. Shipping**

1. All deliveries are generally free to the address specified in the order. The costs of packaging, shipping and transport insurance are to be borne by the supplier, unless other arrangements are in place.
2. The scope of delivery must be indicated with sufficient clarity by the shipping documents; this entails exact designations of the delivered goods, quantities (volume, measurements, weight, etc.), as well as an indication of the buyer's material and part numbers. Failure of the supplier to attach such documents will inevitably cause delays in processing, which are not at the responsibility of the buyer. If the consignment consists of several packages, the package containing the shipping documents is to be marked.
3. At the request of the buyer, the supplier is to take back the transport, primary and secondary packaging as defined in the Packaging Ordinance at the place of delivery and to ensure their proper disposal, free of charge to the buyer.

#### **V. Prices/Invoices**

1. Invoices are to be submitted to the buyer after delivery in duplicate, and separately from the shipment. They must contain the order reference as prescribed by the buyer.
2. VAT is to be clearly stated as per the VAT Act.
3. For deliveries from EU countries, the respective tax regulations must be observed, and the VAT identification number of the supplier must be specifically indicated on the invoice.
4. Payment is due on the basis of the quantities, dimensions, weights and the like, as determined by the buyer in a verifiable manner. Any disagreements are to be governed by an independent expert appointed by the Chamber of Commerce, whose proposal is deemed binding. The costs of the expert are to be borne by the parties as per their rights and obligations.

## **VI. Terms of payment**

1. Unless agreed or confirmed otherwise by the buyer in written form, the following conditions shall apply at the option of the buyer:

- Payment either via bank transfer or cheque
- Payment after complete delivery and receipt of invoice within 30 days less 3% discount, or within 60 days without deductions
- Payment after complete delivery and receipt of invoice with a three-month bill of exchange, free of charge to the buyer.

2. The timeliness of payment is not subject to receipt of the funds by the supplier, but rather the time of dispatch of the means of payment or issuance of a payment order to the bank.

## **VII. Assignment, Offsetting, Retention**

1. The claims of the supplier must only be assigned to third parties with the consent of the buyer.

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2.1. If and insofar as the buyer is entitled to claims against the supplier, the buyer is entitled to the right of set-off or retention against claims of the supplier at its discretion, irrespective of whether these counterclaims relate to the transaction the supplier's claim is based on.

2.2. The supplier agrees that the claims held against it by the buyer and any other companies that form part of the buyer's group, hereinafter referred to as "SONAE ARAUCO companies" (see below point 2.6.) are held by all SONAE ARAUCO companies as joint creditors; these claims may thus be offset against any liabilities held by the respective SONAE ARAUCO company against the supplier.

2.3. Beyond the scope of VII. 2.2., any claims held by the supplier against SONAE ARAUCO companies may be offset against the claims of SONAE ARAUCO companies against other companies of the supplier's group.

2.4. The above provisions shall also apply if cash payments and the issuance of bills of exchange have been agreed, and the mutual claims are due on different dates, whereby settlement takes place at the value date.

2.5. In case of claim majority, the supplier is to waive its entitlement to object to the buyer's designation of the receivables for offsetting (§ 396 Para. 1 Sentence 2 BGB).

2.6. The SONAE ARAUCO companies are defined as Sonae Arauco Deutschland GmbH of Meppen, and its domestic and foreign subsidiaries. The list is furnished to the supplier upon request. The buyer is entitled to offsetting and retention entitlements to the statutory extent.

3. The enforcement of retention rights by the supplier is precluded.

## **VIII. Assessment of defects - Liability for defects**

1. The limitation period corresponds to the statutory limitation period, with a minimum of 24 months. The term is inhibited by notices of defect up to the time of final rejection by the supplier by way of a registered letter.

2. Complaints are also deemed as notified in good time, if they are issued within 5 working days of receipt of goods for obvious defects, and within 3 working days after discovery for hidden defects.

3. Goods in original packaging are only subject to sampling checks.
4. The buyer is entitled to the full statutory claims for defects; in any case, the buyer is entitled to demand either remedy of the defect or delivery of a new item of the supplier. The right to claim damages, particularly for damages instead of performance, remains expressly reserved.
5. The acceptance of incomplete or defective goods or services does not constitute a waiver of the entitlement to replacement/fulfillment. Acceptance by the buyer is always subject to quantity, quality and price checks.
6. Natural disasters, official measures, transport disruptions, strikes, pandemic and epidemic, lockouts and work disruptions of the buyer causing discontinuation or restriction of production, or prevent transport of the ordered goods, exempt the purchaser of its purchase obligation for the duration of their effect. Claims of the seller are excluded under these circumstances.
7. Payment of the purchase price does not affect the buyer's right to issue notice of defects, and is not deemed to constitute recognition of the fact that the goods are free of defects either.
8. Changes in the type of composition or characteristics of the goods for delivery compared to previous, similar deliveries must be indicated to the buyer prior to order confirmation. In case of failure to issue said notice, the supplier shall be liable for all damages arising to the buyer due to changes in the composition or characteristics of the goods delivered.
9. The supplier warrants that the goods and their presentation do not infringe any third party rights. The supplier is to hold the buyer harmless for all expenses/costs claimed against it based on third party intellectual property rights.
10. The supplier shall indemnify the buyer against all third party claims based on product liability, regardless of whether it is the actual manufacturer of the products concerned. The supplier is obliged to take out operating and product liability insurance or similar insurance coverage for the products supplied. Appropriate evidence must be presented at the request of the buyer.
11. Any goods, drawings, etc. prepared under the guidance of the buyer may not be used for other companies without the express consent of the buyer.
12. If goods are imported by the supplier, the latter is liable for proper customs clearance and taxation, compliance with the legal provisions on imports, as well as the presence of a valid import license in case of importation quotas.

## **IX. Product monitoring, Product liability, Indemnity, Liability insurance**

1. The supplier agrees to notify the buyer of any discovered security risks, product changes and defects in the goods delivered without exception and immediately, even for first-time or retrospectively discovered instances. This also applies to safety risks for similar and comparable products of the supplier or a competitor, insofar as analogue security concerns cannot be precluded for the delivered product due to design or technical deviations.
2. If the supplier is responsible for product damage, the supplier must hold the buyer harmless against third party damage claims in this regard upon first request to the extent that the cause lies within its sphere of control and organisation, and insofar as the liability in the external relationship rests with it.
3. In this context, the supplier is also obliged to compensate for any expenses pursuant to §§ 683, 670 BGB arising from or in connection with any product recall conducted by the buyer. The buyer is to notify the supplier of the content and scope of the recall measures to the possible and reasonable extent, and give it an opportunity to comment.

4. The supplier undertakes to maintain product liability insurance with a minimum coverage of € 5,000,000 for each instance of personal injury / property damage on a flat-rate basis for the duration of the present contract, i.e. up to the expiry of the defects limitation; any further claims for damages of the buyer remain unaffected.

## **X. Industrial property rights**

1. The supplier guarantees that no third party rights within the EEA are violated in connection with his delivery.
2. However, if the buyer is subject to third party claims, the supplier is obligated to indemnify it from these claims upon first written request. The buyer is not entitled to enter into any agreements or, in particular, conclude a settlement with the third party without the supplier's consent.
3. The indemnification obligation of the supplier refers to all expenses arising for the buyer in the context of the third party claims. The limitation period for the claims amounts to 10 years, beginning with the conclusion of the respective contract.

## **XI. Retention of title - Provision - Tools - Confidentiality**

1. Insofar as the buyer provides parts to the supplier, its right of ownership is reserved. Any processing or conversion by the supplier are deemed as made on behalf of the buyer. If the buyer's reserved goods are processed with other items not owned by it, it is deemed to acquire joint ownership of the new item in proportion of the value of its property (purchase price plus VAT) compare to the other processed items at the time of processing.
2. If the item provided by the buyer is inseparably mixed with other items that do not belong to it, it is deemed to acquire joint ownership of the new item in proportion of the value of its property (purchase price plus VAT) compared to the other mixed items at the time of mixing. If the mixing takes place in such a manner that the supplier's item is to be regarded as the main item, it is hereby agreed that the supplier is to transfer proportional joint ownership to the buyer, the supplier holds sole ownership or the joint ownership on behalf of the buyer.
3. The buyer reserves the ownership of any tools; the supplier is obligated to use the tools solely for manufacturing the goods ordered by it. The supplier is obliged to insure the tools in the buyer's property at their reinstatement value against fire, water and theft at its own expense. At the same time, the supplier assigns all compensation claims under this insurance to the buyer in advance. The buyer hereby accepts the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work at its own expense and in good time. Any malfunctions must be reported to the buyer without delay; culpable failure to do means that claims for damages remain unaffected.
4. The supplier is obliged to maintain strict confidentiality for all illustrations, drawings, calculations and other documents and information. They must only be disclosed to third parties with the express written consent of the buyer. The confidentiality obligation also applies after completion of contract; it expires if and insofar as the production knowledge contained in the illustrations, drawings, calculations and other documents has become public knowledge.
5. Work equipment brought in, such as machines, tools, vehicles, etc., must be in a safe condition and suitable for use (e.g. work in potentially explosive atmospheres). Work equipment that must be inspected in accordance with legal requirements (e.g. electrical equipment, ladders, etc.) must display an appropriate inspection sticker. The Purchaser is entitled to check the above-mentioned specifications as well as to stop the work in case of any violations. The supplier is fully liable for all consequences resulting from a violation of these regulations.

## **XII. Transfer of risk, Final provisions**

1. The place of performance for the delivery is the respective delivery address of the buyer, unless provided otherwise in the order. If the delivery entails liquid chemicals, etc., the transfer of risk to the buyer only takes place after completion of the correct filling process into the storage tank of the buyer by the supplier. Correct filling particularly means that the chemicals are not contaminated during filling or otherwise changed. Upon proper delivery of the goods, the property and price risk passes to the buyer.
2. The supplier agrees that the buyer processes the data about the supplier received in connection with the business relationship in compliance with the German Data Protection Act for fulfilling its business purposes, and, particularly, stores such data, provided this takes place as part of the purpose of contract or is deemed necessary to protect the legitimate interests of the buyer, and provided there is no reason to believe that the legitimate interests of the supplier to the exclusion of the processing of these data prevail.
3. Jurisdiction for all disputes arising out of commercial transactions from or because of the contracts concluded is Meppen. However, the buyer also has the right to pursue legal remedies at the supplier's place of business.
4. If any clauses of these General Conditions of Purchase turn out to be wholly or partly invalid, this shall not affect the validity of the remaining clauses or remaining parts of such clauses. Ineffective regulations are to be replaced with an effective provision that approximates the economic purpose of the invalid provision by the parties.

## **XIII. Minimum wage law**

Sonae Arauco Deutschland GmbH and its subsidiaries (Sonae Arauco Beeskow GmbH, ImPaper Europe GmbH) assure to be in full compliance with their obligations under the German minimum wage law (MILog). The supplier also declares in a binding manner to be in full compliance with all obligations due under German minimum wage law (MILog), and will issue a confirmation in writing at the request of Sonae Arauco Deutschland GmbH.

## **XIV Energy management**

To ensure the sustainable protection of the climate and the environment, we use energy responsibly, and are committed to the continuous improvement of our energy efficiency and the reduction of our specific energy consumption. All our activities are in compliance with an energy management system according to ISO 50001. We therefore also recommend for our suppliers to observe an energy management system in accordance with ISO 50001.

Meppen, May 2024

Sonae Arauco Deutschland GmbH  
Sonae Arauco Beeskow GmbH  
TOOL Transport Organisation und optimierte Logistik GmbH  
ImPaper Europe GmbH