

Certified translation of a document in the German language

**Special Conditions of Purchase and Delivery of Saw Logs
of
Papierholz Austria GmbH**

(Version 07/2017)

In addition to the General Conditions of Purchase and Delivery of Wood agreed to between Papierholz Austria GmbH (subsequently "the Buyer") and their contractual partner(s) (subsequently the Seller) the following is agreed:

1. **DELIVERY, QUANTITY DELIVERED**

The contractually agreed quantity of logs should be delivered continuously according to delivery schedule throughout the entire term of the contract - provided no other conditions are agreed. The logs must thus be delivered to the place of performance in such a way that the possibility of continuous removal is ensured.

A change in the monthly quantities is only possible after this has been confirmed by the employee of the Buyer responsible or their representative and according to the delivery capacities of the respective recipient plant of the Buyer. The Buyer reserves the right to cancel the contract quantity not delivered in a month without replacement.

The percentage of industrial wood (pulpwood and groundwood) in saw log deliveries may not exceed 5 % of the total quantity. In the event of a far greater percentage of industrial wood (more than 10 %) the delivery will be placed at disposal and/or the Buyer reserves the right to accept the entire delivery at industrial wood prices and to forward it to the paper industry.

2. **DIMENSION, QUANTITY**

The acceptance and determination of quantity for saw logs shall take place at the recipient plant of the Buyer based on the Austrian wood trade practices - if Point 1 of the General Conditions of Purchase and Delivery of Wood of the Buyer does not apply. The qualitative assessment of the goods delivered is performed according to the Austrian wood trade practices

There may be slight differences in 1a and/or 1b when determining the thickness classes in diverse recipient and/or acceptance plants of the Buyer, caused by differences in interpretation and concept range when calculating the average diameter, in particular due to bark chipped off or irregularity in form.

3. **LABELLING**

No metal objects and no plastic counter plates are to be used for labelling the saw logs. The Seller shall bear all costs for any damage arising from non-compliance with this regulation and the Seller shall hold the Buyer completely harmless in the event of claims by a third party.

4. **PEST CONTROL**

No insecticides containing LINDAN or Hexachlorcyclohexane isomers or similar isomer mixtures are to be used or to have been used in pest control. Only the use of authorised and permitted and/or not prohibited pesticides, insecticides and/or fungicides is permitted.

Even after delivery the Seller continues to bear responsibility for all consequences of a violation of this regulation. The Buyer reserves the right to refuse to accept any products treated in such a way and the Seller is obliged to accept the immediate recall at his costs in the event of such a request by the Buyer.

In my capacity as a translator for the English language, duly registered, commissioned and sworn in by the President of the Regional Court I of Munich [Landgericht München I], Bavaria, I hereby certify that the foregoing is a true and complete English translation of a copy of the German document submitted to me.

*Als in Bayern vom Präsidenten des Landgerichts München I öffentlich bestellte und allgemein
beeidigte Übersetzerin für die englische Sprache bestätige ich:
Vorstehende Übersetzung der mir in Kopie vorgelegten, in deutscher Sprache abgefassten Urkunde
ist richtig und vollständig.*

Munich, Federal Republic of Germany
26 April 2017

Hazel Schauss
Certified and Sworn Public Translator