

General Terms and Conditions

of SLOWWOOD Ružomberok, a.s.

Issue valid from 1 January 2022

1. METHOD OF CONCLUDING AN AGREEMENT, CONTENTS OF AN AGREEMENT

- 1.1. These General Terms and Conditions (hereinafter only referred to as the "**Terms and Conditions**") govern the legal relations between SLOWWOOD Ružomberok, a.s., registered office: Tatranská cesta 3, 034 17 Ružomberok, ID No.: 36 406 317, registered in the Commercial Register of District Court Žilina, Section: Sa, Entry: 10355/L, Tax ID No.: 2020125217, VAT ID No.: SK2020125217 as the Buyer (hereinafter only referred to as the "**Buyer**") and each person who is the Seller of the Goods specified in Clause 1.3 of these Terms and Conditions (hereinafter only referred to as the "**Seller**"). Further information about the Buyer may be found on the website www.slowwood.sk.
- 1.2. These Terms and Conditions have the nature of commercial terms and conditions within the meaning of Section 273 of Act No. 513/1991 Coll. of the Commercial Code, as amended (hereinafter only referred to as the "**Commercial Code**") and regulate the rights and obligations arising between the Buyer and the Seller by entering into a purchase agreement relating to the Goods specified in Clause 1.3 of these Terms and Conditions.
- 1.3. For the purposes of these Terms and Conditions, the Goods shall be understood to be wood mass/wood/chips (hereinafter only referred to as the "**Goods**"). The Goods shall be delivered to the Buyer's customer: Mondi SCP, a.s., registered office: Tatranská cesta 3, 034 17 Ružomberok, ID No.: 31 637 051 (hereinafter only referred to as "**MSCP**").
- 1.4. Deliveries of the Goods shall always be made on the basis of a framework agreement for the delivery of the Goods (hereinafter only referred to as the "**Framework Agreement**") or a separate Contract (hereinafter only referred to as the "**Contract**"), which contain a detailed specification of the subject of delivery (specification of the Goods), parity, price and period of deliveries. The Buyer reserves the right to organise the transportation, as well as the services related to the transportation of the Goods using the Buyer's logistics software called "*Wood Logistic System*" (hereinafter also referred to as "**WLS**" or also referred to as "**WLS System**").
- 1.5. For the purposes of any Framework Agreement or Contract and for the purposes of these Terms and Conditions, the Buyer and the Seller are collectively referred to in these Terms and Conditions as the Parties (hereinafter the "**Parties**").
- 1.6. These Terms and Conditions shall form an integral part of each Framework Agreement, as well as the Contract; the legal relationships established by the Framework Agreement or the Contract shall be governed by these Terms and Conditions.

- 1.7. The quality of the Goods supplied shall conform to the Buyer's Technical-Acceptance Conditions (the "**Technical-Acceptance Conditions**"), which also form part of each Framework Agreement, as well as the Contract.
- 1.8. In the event that the Technical-Acceptance Conditions contain provisions that are different from these Terms and Conditions, the Technical-Acceptance Conditions shall prevail.
- 1.9. These Terms and Conditions, as well as the Technical-Acceptance Conditions, are available on the website <http://www.slowwood.sk>; any changes to these Terms and Conditions shall be published on the Buyer's website <http://www.slowwood.sk> in due time, and a notice (hereinafter only referred to as the "**Notice of Changes**") shall be sent to the Seller, in writing or by email. If the Seller does not comment on the changes within 15 days of receipt of the Notice of Changes, the Seller shall be deemed to have no objections and to accept all changes thereto and shall be fully bound by the new version of these Terms and Conditions. In the event that the Seller does not agree to the new Terms and Conditions, it shall be entitled to withdraw from the Framework Agreement or the Contract within 15 days from the date of delivery of the Notice of Changes.
- 1.10. By signing the Framework Agreement or the Contract, the Seller confirms that they have read the Buyer's policy published on the website <http://www.slowwood.sk> and declare that they agree with it and will abide by and support it; by signing the Framework Agreement or the Contract, the Seller confirms that they have read both the Terms and Conditions and the Buyer's Technical-Acceptance Conditions and undertake to abide by them.

2. PAYMENT TERMS, INVOICING, DELIVERY REPORTING

- 2.1. Unless otherwise specified in the Framework Agreement or the Contract, the Seller agrees to be sent an electronic invoice in accordance with Section 72 of Act No. 222/2004 Coll. on Value added tax, as amended, to their email address. The Buyer shall pay the purchase price for the delivered subject of the Agreement based on an invoice issued by the Buyer in the name and to the account of the Seller in accordance with Section 72 of Act No. 222/2004 Coll. on Value added tax, as amended (self-invoicing), for the delivery of the Goods by the Seller to the Buyer. The Seller undertakes to accept invoices issued by the Buyer on their behalf and to their account under the terms and conditions set out in the Framework Agreement or the Contract. The Buyer shall invoice based on a "Receipt Report" (hereinafter only referred to as the "Receipt Report"), which they shall submit to the Seller twice a month, on the 15th day and on the last day of the month. The Receipt Report contains information on deliveries received by the Buyer in the previous period. The Receipt Report shall also contain information on any discounts on the purchase price, i.e. Claim Deductions applied by the Buyer pursuant to Clause 3.2(b) of these Terms and Conditions, or information on a reduction of the purchase price. The price stated in the Report and Invoice may be adjusted (reduced) by any Claim Deductions claimed by the Buyer

pursuant to Clause 3.2(b) of these Terms and Conditions and made on the basis of the Buyer's Technical-Acceptance Conditions.

- 2.2. The Invoice shall comply with all the requirements of a tax document and a copy of the Receipt Report, without other annexes (unless otherwise agreed in the Contract/Order), shall form an integral attachment thereto. The due date of the invoice shall commence on the date of issue, which shall not be before the date of issue of the Receipt Report. The Buyer shall invoice only for the quantity received by the Buyer, as stated in the Receipt Report. In the event of the Seller returning an invoice due to incorrect issue, the due date of the corrected invoice - credit note/debit note shall run from the date of its **re-issue by the Seller**.
- 2.3. The Purchase Price shall be paid by the Buyer by transfer order to the Seller's account. The agreed due date for invoices is 30 days from the date of the invoice, unless otherwise agreed in the Framework Agreement or the Contract. However, the invoice shall not become due for payment earlier than the dates of payment of invoices by the Buyer as set out below (i.e. the 3rd day or the 18th day of the calendar month) and provided that on the date of payment at least the agreed period of payment from the date of invoice has elapsed. The Seller acknowledges that invoices are payable by the Buyer on the 3rd day or the 18th day of the calendar month. If this day falls on a public holiday, the invoice shall be due on the next following working day. An invoice shall be deemed to be paid on time if it is debited to the Seller's account by the Buyer on the last day on which it is due, even if the funds are credited to the Seller's account at a later date.
- 2.4. In the event that the Claim is accepted, the Buyer shall adjust the tax base in the invoice by the discount on the purchase price, i.e. the Claim Deduction (as defined in the Value Added Tax Act). Individual Claim Deductions will be applied in accordance with the applicable Technical-Acceptance Conditions.
- 2.5. The value of the claim is indicated in the Receipt Report under the heading "Claim deduction EUR". The Parties agree that the Buyer is entitled to set off their claims against their obligations to the Seller by way of unilateral set-off. The Seller shall be notified of such set-off by e-mail, fax or post.
- 2.6. Subject to these Terms and Conditions, the Buyer shall issue invoices on behalf of the Seller in accordance with the above terms. Invoices so issued by the Buyer on behalf of the Seller shall at all times be deemed to be the Seller's invoices and the Seller shall be liable for their factual accuracy in the event that they are not returned to the Buyer without undue delay.
- 2.7. As the Buyer issues invoices on behalf of the Seller, the Seller is obliged to indicate the invoice numbers issued by the Buyer on behalf of the Seller (variable symbol) in the relevant fields of the control statement. The Buyer shall invoice on behalf of the Seller on the 15th day of the month and on the last day of the month. In case the Seller has their registered office outside the territory of the Slovak Republic, or in case of the Seller not accepting the issuance of invoices on their behalf, the procedure shall be in accordance with Clause 2.8 of these Terms and Conditions.
- 2.8. In case the Seller has their registered office outside the territory of the Slovak Republic, or in case of the Seller who has not accepted the issuance of invoices on their behalf, the Seller shall issue an invoice based on the Receipt Report submitted by the Buyer to the Seller twice a month, on the 15th day and on the last day of the month, unless

otherwise specified in the Framework Agreement or the Contract. The Seller shall send the invoice by email or post, unless otherwise agreed between the Parties.

3. DELIVERY OF GOODS - ACQUISITION PROPERTY RIGHTS

3.1. The delivery date of the Goods shall be the date of acceptance of an individual delivery of the Goods at the place of delivery by an authorised person of the Buyer (hereinafter only referred to as "**Acceptance of Delivery of the Goods**"). The Goods shall be deemed to have been accepted if all of the following conditions are met:

- a) the Goods are delivered to the place of delivery in accordance with the Framework Agreement or the Contract, together with a duly completed Delivery Note (including all relevant annexes),
- b) a visual inspection of the delivery of the Goods is carried out (checking the type, size and appearance of the Goods delivered, including the existence of any impurities, as well as checking the fixing and positioning of the Goods on the vehicle), in the manner and under the conditions set out in the Technical-Acceptance Conditions and these Terms and Conditions (see Articles 5 and 6
- c) samples of the Goods are taken for the purpose of moisture content testing of the Goods or quality control of the Goods, in the manner and under the conditions specified in the Technical-Acceptance Conditions and these Terms and Conditions (see Articles 5 and 6), if necessary,
- e) acceptance of the Goods shall be completed by entry in the WLS System or in another customary and demonstrable manner.

The date of Acceptance of Delivery of the Goods shall also be deemed to be the date on which property rights to the Goods pass to the Buyer for which a Receipt Report and a Tax Receipt shall be made. The day of the taxable supply shall be deemed to be the last day of the time period for which the Receipt Report is drawn up. In case the last day of the month falls on a day other than the last day of the agreed time period, the last day of the month shall be deemed to be the day of taxable supply.

3.2. In the event of defects in the Goods relating to the delivered volume/weight and moisture content of the Goods, as well as defects relating to other visual and other characteristics of the delivered Goods (quality, quantity, size, visual impurities, improper storage/loading of the Goods on the vehicle, defects in the delivery note, as well as in all documents relating to the Goods, in particular the Wood Origin Declaration, as well as if the delivery poses a risk to health or safety, e.g. in the case the Goods do not meet the conditions specified in the Technical-Acceptance Conditions, the Buyer shall have the following rights:

- a) the right to refuse to accept the delivered Goods, as well as the right to withdraw from the Framework Agreement or the Contract, or
- b) the right to accept the delivered Goods with defects and:
 - i. the right to reclassify the delivered Goods (e.g. in case that the type and quality of the Goods delivered is different from that agreed in the Framework Agreement or the Contract) and the related adjustment (reduction) of the purchase price, and/or

- ii. the right to a discount on the purchase price, the so-called Claim Deduction, in the event that the delivered quantity and quality of the Goods (e.g. volume/weight, type, cleanliness, quality, moisture content) is different from that agreed in the Framework Agreement or the Contract, and/or
- iii. the right to a Claim Deduction from the Purchase Price in the event that the Goods delivered are not loaded on the vehicle in accordance with the Technical-Acceptance Conditions, and/or
- iv. other claims if agreed between the Parties or arising from the Technical-Acceptance Conditions,

at the sole discretion of the Buyer and in accordance with Article 5 of these Terms and Conditions. The rights referred to in Clause 3.2 i) to iv) may be cumulated by the Buyer. In the event that the Buyer exercises the right to refuse to accept the delivered Goods pursuant to Clause 3.2. a) of these Terms and Conditions, they shall provide the delivered Goods to the Seller and shall immediately inform the Seller of the said fact (by telephone or email or by indicating it in the WLS system).

- 3.3. The Technical-Acceptance Conditions set out the conditions and method of calculation of the Claim Deduction from the Purchase Price in the event that the Goods delivered are found to contain defects upon inspection of the Goods. Unless the Technical-Acceptance Conditions provide otherwise, if the result of the Inspection of Goods is negative, i.e. if the delivered Goods contain defects relating to the quality of the delivered Goods, the Buyer shall be entitled to a Claim Deduction from the Purchase Price in the amount specified in the Technical-Acceptance Conditions.

4. ORGANISATION OF DELIVERIES AND ACCOMPANYING DOCUMENTS

- 4.1 The Buyer reserves the right to organise the transport, as well as the services related to the transport using the WLS System. The WLS is the Purchaser's logistics software which, in addition to the organisation of transport, is used in particular for the specification of the subject matter of the Framework Agreement or the Contract. The Seller logs into the WLS via the website www.slowwood.sk, using a unique login name and password.

By signing the Framework Agreement or Contract, the Seller confirms that they have been informed on the operation of the WLS and that they agree to its use in scheduling deliveries of the Goods, in particular to the MSCP.

The Seller shall be fully responsible for all operations performed in the WLS on their behalf under their login. The Seller may change their password in WLS in "Settings/My Profile" tab.

- 4.2. The Seller shall deliver the Goods to the Buyer on the basis of a Wood Origin Declaration (delivery note) for wood deliveries to both rail and car deliveries. The Buyer shall allow it to be issued to the Seller via the WLS System. Once filled in, the Seller shall send the original with the delivery to the Buyer. The Seller shall be responsible for the true, complete and correct completion of Part A (to be completed by the Supplier) of the wood origin declaration (Delivery Note). The Seller shall duly complete the Wood Origin Declaration (Delivery Note) upon loading of the Goods.

- 4.2.1. In the event of delivery of an illegible, incorrect or incomplete Wood Origin Declaration (delivery note), the Buyer shall be entitled not to accept the delivery in question or not to include it in the next Receipt Report. The Buyer shall also have the right to withdraw from the Framework Agreement or the Contract and the right to refuse to accept the Goods delivered. In the event that the Buyer accepts delivery of the Goods, such delivery shall be accepted and included in the Receipt Report upon completion of the missing or illegible data by the Seller.
- 4.3. With regard to labelling of certified deliveries (FSC, PEFC), the wood supplier shall bear full responsibility for the accuracy and truthfulness of the labelling of the wood delivery on the required Wood Origin Declaration (Delivery Note).
- 4.4 The Buyer shall notify the Seller in writing, by e-mail, in the WLS in the "Documents to download" section or on the website www.slowwood.sk of the specimen of the Wood Origin Declaration (Delivery Note) and the railway consignment note (CIM, SMGS) and any changes thereto.
- 4.5 In case of incorrect completion of the railway consignment note (CIM, SMGS) on the part of the Seller or in case of violation of the loading conditions of the UIC railway cars (e.g. overloading of the car), the Buyer shall be entitled to compensation for the damage caused thereby. The Buyer shall be entitled to invoice the Seller for the damage, which shall be due 14 days from the date of its issue.

5. DETERMINATION OF THE VOLUME OF GOODS DELIVERED

- 5.1. The volume of the Goods delivered shall be determined by the ATRO method in "m³". (cubic meter). The weighing of individual deliveries shall be carried out on an automatic regularly certified MSCP road or rail scales, unless otherwise agreed in the Framework Agreement or the Contract for the period in question.

The moisture content of the deliveries shall be determined from sawdust samples taken from the delivery by chainsaw from a location determined at random. The moisture content is calculated from the difference in weight of the sawdust sample before and after drying in the laboratory ovens. The drying time is 8 hours. The following formula is used to calculate the volume and the volumetric weights of completely dry wood:

- 5.2. Formula for volume calculation:

$$\text{volume in m}^3 = \frac{(1 - \text{observed moisture content} / 100) \times \text{net weight of wood in tonnes}}{\text{volumetric mass of completely dry wood in tonnes}}$$

In case the moisture content of the delivery shows extreme values, the calculated value will be replaced by the average moisture content of the wood of the long-term average in the respective month, based on the long-term average of the MSCP measurements as per Annex 1 (Long-term average of the moisture content of the wood in the individual months of the year in MSCP). Deliveries with moisture contents outside the range of the minimum and maximum moisture contents of the wood species in question, as defined in Annex 1 (Long-term average of the moisture content of the wood in the individual months of the year in MSCP), shall be considered as extreme moisture contents. Such deliveries will be specifically labelled in the WLS and in the Receipt Report.

5.3. Volume weights of completely dry wood species:

Coniferous (kg/m ³)	Deciduous I. group	Deciduous II. group	Deciduous III. A group	Deciduous III. B group
sm-spruce 410	bk-beech 630	db-oak 650	il-alder 485	cs-cherry 555
jd-fir 410	jh-maple 587	cr-cherry 701	td-poplar 452	gj-chestnut 536
bo-pine 450	js-ash 617	ag-acacia 674	os-aspen 452	bh-elm 507
sc-larch 450	hb-hornbeam 639		vr-willow 452	
	br-birch 555			

6. ACCEPTANCE, QUALITY ASSESSMENT AND CLAIMS

- 6.1. Acceptance, quality assessment and Claims deductions from the price for non-compliance with the technical conditions of delivery are specified in the Technical-Acceptance Conditions, which is an integral part of the contractual relationship between the Seller and the Buyer. In any case, the Seller has the right to be present at the acceptance of the Goods.
- 6.2. Upon acceptance of a delivery that does not meet the Technical-Acceptance Conditions, the Buyer will be issued a document marked as "Claim log - Claim" (hereinafter only referred to as the "**Claim**"), which is resolved through the WLS System (i.e. the Claim is marked in the WLS System and an email notification of the Claim is sent to the Seller), by personal attendance of the Supplier, or by telephone or in writing. The Complaint may be disputed by non-acceptance, together with the reasons therefor, via the WLS System within three calendar days from the date of sending the email notification to the Seller of the Claim. Otherwise, the Claim shall be deemed justified and acknowledged/accepted by the Seller.
- 6.3. The Buyer shall document the Claim with photographic documentation of the non-conformity in accordance with the Technical-Acceptance Conditions, which shall be uploaded to the WLS system without delay.
- 6.4. In the event of a delivery in which the Goods delivered (wood species) or the documents relating thereto - in particular the Wood Origin Declaration (Delivery Note) - have been tampered with, the Buyer shall have the right not to accept the Goods, as well as the right to withdraw from the Framework Contract or the Contract.
- 6.5. The Buyer shall have the right to refuse to accept the Goods delivered and the right to withdraw from the Framework Agreement or the Contract and the Seller shall be obliged to take back such Goods at their own expense pursuant to the conditions set out in Clause 3.2 of these Terms and Conditions.
- 6.6. In the event that the Buyer refuses to accept the Goods delivered, this shall be deemed a Claim for said Goods and the Buyer may proceed as follows (at the Buyer's sole discretion):
- a) the delivered Goods shall not be unloaded from the vehicle and the Buyer shall promptly return them to the Seller at the Seller's expense; or
 - b) the delivered Goods will be placed in a Claims Warehouse, in which case the procedure shall be as follows: The Buyer shall promptly send the Seller information about the refusal to accept the delivered Goods in an email; the

Buyer shall also fulfil their obligation to send the Seller information about the refusal to accept the delivered Goods and their placement in the Claims Warehouse by indicating this information in the WLS System or by informing the Seller of the said fact by telephone (hereinafter only referred to as the "**Notice of Refusal to Accept the Goods Delivered**"). The Buyer shall allow the Seller the opportunity to inspect the refused (claimed) Goods at the place of delivery for a period of 3 calendar days from the date of the Notice of Refusal to Accept Goods (hereinafter only referred to as the "**Inspection Period for Claimed Goods**"); in the event that the Seller fails to appear at the place of delivery within the Inspection Period for Claimed Goods and fails to examine the Goods claimed within that period and at the same time fails to object in writing to the Notice of Refusal to Accept Goods Delivered within that period, such Buyer's claim shall be deemed to be justified and accepted by the Seller; in such case, unless the Parties agree otherwise, the Buyer shall have the right to return the claimed volume of Goods at the Seller's expense or have them disposed of at the Seller's expense after the expiry of the Inspection Period for Claimed Goods, in accordance with the Technical-Acceptance Conditions.

- 6.7. In case of refusal to accept the delivered Goods by the Buyer, the Seller shall immediately accept these Goods and remove them from the place of delivery (if they are located in the Claims Warehouse) no later than the expiration of the Inspection Period for Claimed Goods, otherwise they shall be liable to the Buyer for the damage incurred by the Buyer due to the Seller's violation of this obligation; in such case, the Seller shall be liable for any costs associated with the disposal or storage of the claimed (non-accepted) delivery of the delivered Goods in a landfill and/or any other costs associated with the claimed delivery.
- 6.8. In the case of deliveries whose non-conformity with the Technical-Acceptance Conditions causes any damage, in particular, damage to handling or technological equipment, downtime in production, etc. on the part of the Buyer's customer and/or the Buyer, the Seller shall be liable for the damage and losses incurred, including lost profits.
- 6.9. The Seller shall be liable to pay the Buyer for all costs and damages incurred by the Buyer as a result of defective delivery of the Goods, including but not limited to contractual penalties, sanctions, interest on late payment, and any fees claimed by the Buyer's customer against the Buyer.
- 6.10. Unless otherwise agreed, the Buyer shall not be liable for the consequences of the necessary storage of the delivered Goods and their inspection at the premises of the Buyer or the Buyer's customer such as MSCP (or their external warehouses) and the exposure of the stored delivered Goods to weather conditions (such as precipitation, humidity, sunlight and temperature changes).
- 6.11. In the event that the Seller breaches their obligation not to overload the vehicle (railcar) delivering the Goods in accordance with the Technical-Acceptance Conditions, they are obliged to pay the Buyer a contractual penalty of EUR 350,- for each individual breach separately (i.e. for each individual overloaded railcar), unless the Technical-Acceptance Conditions provide otherwise.

7. FORCE MAJEURE

- 7.1. The Parties agree not to hold each other liable for consequences arising directly from an event of force majeure, provided that the Party claiming force majeure notifies the other Party in writing of the occurrence of the event of force majeure no later than 10 calendar days after the occurrence of the event of force majeure.
- 7.2 Force majeure is defined by the Parties as a natural disaster, e.g. fire, flood, earthquake, also war or pandemic, or intervention of state or local authorities, or any other circumstances which are completely beyond the control of either Party, but which result in the Party being unable to fulfil their obligations to the other Party under these Terms and Conditions and the applicable contracts (Framework Agreement, Contract, etc.).
- 7.3 The Parties agree to extend the applicable periods and deadlines resulting from mutually confirmed orders accordingly in the event of force majeure. The Party claiming force majeure must support this claim by obtaining a certificate issued by the competent governmental authority and must submit such document as proof of the force majeure and its expected duration to the other Party, within the deadlines specified in the first paragraph of this Article, except in the case of common knowledge, such as the declaration of a state of war, etc. If the Parties do not assert force majeure within the deadlines and in the manner set out above, their claims in respect thereof shall be extinguished.

8. ENTRY TO MSCP

- 8.1. The Seller shall only be entitled to enter the MSCP Premises with the prior consent of the Buyer, which shall be given by the Buyer upon request, unless prevented by circumstances worthy of special consideration.
- 8.2 The Seller shall only be entitled to enter the MSCP Premises accompanied by a representative of the Buyer. The Seller shall comply with the instructions of the accompanying person and all currently applicable internal OSH guidelines and standards they have been made aware of upon entering the MSCP premises.

9. ENVIRONMENTAL PROTECTION

The Seller agrees that neither they nor any of their employees or any person authorized by them entering the MSCP premises will pollute, damage or otherwise endanger the environment on the MSCP premises and on the access roads to the MSCP by their actions. Both Parties shall endeavour not to undermine the principles of sustainable development in forestry by their actions but, on the contrary, to contribute to the development of management in accordance with these principles. The Parties shall, by their actions and behaviour, influence the environmental behaviour of other contractors, transporters and other members of the public, in particular in their place of operation.

10. DAMAGE COMPENSATION

The Seller shall be liable to the Buyer for any damages incurred by the Buyer as a result of the Seller's breach of their obligations.

The Buyer shall be entitled to set off their claims against the Seller arising out of such claim for damages. In the event that the claims are not unilaterally set off, the Seller shall be obliged to pay the Buyer for the damage incurred within 30 days of receipt of

the Buyer's demand for compensation for such damage.

11. SPECIFICATION OF REMOVAL POINT / LOADING POINT FOR FCA PARITY

- The wood is sorted into individual quality grades.
- The wood is gathered in such way that a maximum of one vehicle change is required to load one vehicle.
- The turning point for the semi-trailer lorry intended for wood removal will be a maximum of 1 km beyond the removal point.
- Reversing of the vehicles is allowed only to the extent necessary for loading the load.
- The site shall be accessible all year round for a 4x2 semi-trailer.
- The loading time shall not exceed 45 minutes.

In the event of a different agreed parity, the specification of the removal point/loading location will be agreed in the Framework Agreement or Contract (order - per period).

12. EU DATA PROTECTION REGULATION (GDPR)

The Buyer's privacy policy is set out on the website www.slowwood.sk.

13. IDENTIFICATION OF THE ORIGIN AND LEGALITY OF THE WOOD PLACED ON MARKET

By signing the Framework Agreement or Contract, the Seller declares that they proceed in accordance with Act No. 113/2018 Coll. on placing the harvested wood on the domestic market and on amendment and supplementation of Act No. 280/2017 Coll. on the provision of support and subsidies in agriculture and rural development and amending Act No. 292/2014 Coll. on the contribution from the European Structural and Investment Funds and on amendment and supplementation of certain acts, as amended, and in accordance with Regulation (EU) No 995/2010 of the European Parliament and of the Council of 20 October 2010 laying down the obligations of entities who place wood and wood products on the market, i.e. the Seller, by signing the Framework Agreement or the Contract, declares that:

- does not put illegally harvested wood raw material on the market,
- exercises due diligence in the marketing of wood raw material through a due diligence system,
- maintains and regularly evaluates the due diligence system they use (except where they use a due diligence system established by a monitoring organisation).

The Seller further undertakes to provide the Buyer with the information necessary for the application of the due diligence system, so that the Seller in each Delivery Note for individual deliveries fills in section A) TO BE FILLED IN BY THE SUPPLIER data in the Wood Origin Declaration, in particular the name of the forest unit /LC/, the number of the spatial unit of the forest /JPRL/ (part number), the type of harvesting (intentional, calamitous), and the name of the cadastral area /KÚ/ and the number of the decision/permit for felling.

14. FINAL PROVISIONS

- 14.1. These Terms and Conditions are binding from the date of their publication on the Buyer's website www.slowwood.sk. These Terms and Conditions shall be valid to the

extent and in the wording in which they appear on the Buyer's Website on the date of conclusion of the Framework Agreement or the Contract by the Seller and until they are changed by a procedure agreed between the Parties.

- 14.2. By signing the Framework Agreement or the Contract, the Seller declares that in accordance with the Constitution of the Slovak Republic and Act 365/2004 Coll. as currently in force, fully supports compliance with the principle of equal treatment, which includes prohibition of discrimination on the grounds of sex, religion or belief, race, nationality or ethnic group, disability, age, marital or family status, colour, language, political or other opinion, national or social origin, property, birth or other status or on the grounds of reporting criminality or other antisocial activity in labour or business relations or activities.
- 14.2. The Seller acknowledges that the relations not further regulated by these Terms and Conditions shall be governed by the laws of the Slovak Republic and any and all claims and disputes between the Buyer and the Seller shall be subject to the jurisdiction of and shall be adjudicated by the general courts of the Slovak Republic.
- 14.3. If the Parties have in individual cases under the Framework Agreement or the Contract negotiated terms and conditions relating to the delivery of the Goods differently from these Terms and Conditions, the contractual relationship between the Seller and the Buyer shall, in those parts which are negotiated by the Framework Agreement or the Contract differently from these Terms and Conditions, be governed in priority by the provisions of the Framework Agreement or the Contract.
- 14.4. The Buyer reserves the right to amend these Terms and Conditions.
- 14.5. In relation to the delivery of any documents relating to the termination or amendment of the Framework Agreement or the Contract, all documents shall be delivered by registered post to the address of the other Party, unless otherwise agreed by the Parties. If these Terms and Conditions do not provide otherwise, shipment sent by post shall be deemed to have been delivered on the date of delivery of the shipment and, if the delivery has failed for any reason, on the date the item is returned by post, irrespective of whether the Party has knowledge of the item
- 14.6. These Terms and Conditions shall come into force on 1 January 2022.

In Ružomberok, 16 December 2021

Slowwood Ružomberok, a.s.

Annex No.1

Long-term average moisture content of trees in the individual months of the year in MONDI SCP, a.s.

Dlhodobý priemer vlhkosti drevin jednotlivých mesiacov roka v MONDI SCP, a.s.

Druh dreviny	objemová hmotnosť [kg/m ³]	Vlhkosť v %													
		Minimálna	Maximálna	Január	Február	Marec	Apríl	Máj	Jún	Júl	August	September	Október	November	December
Jedľa	410	22,00	55,00	46,38	47,98	43,05	42,61	46,63	40,37	42,05	37,85	42,68	42,81	44,31	51,79
Smrek	410	22,00	55,00	42,97	42,08	41,22	39,71	38,83	37,96	37,29	37,42	37,95	38,03	38,43	39,04
Borovica	450	22,00	52,00	44,79	44,39	44,10	42,01	41,99	39,97	39,23	41,00	42,01	41,13	41,81	41,79
Smrekovec	450	30,00	45,00	43,05	40,50	40,75	41,02	39,79	37,03	37,03	36,20	36,67	40,01	37,99	43,69
Buk	630	30,00	48,00	42,55	42,44	42,26	40,45	39,08	37,62	37,64	38,36	38,74	39,61	40,91	42,01
Breza	555	35,00	48,00	41,07	44,23	41,57	41,16	41,22	39,52	36,96	38,42	40,53	39,96	40,50	41,33
Hrab	639	28,00	47,00	41,33	40,40	40,21	39,32	37,76	36,47	35,34	36,09	36,56	37,30	39,85	40,14
Jaseň	617	25,00	40,00	37,22	35,67	36,62	34,91	34,14	33,07	33,37	32,10	32,59	33,50	35,97	34,24
Javor	587	28,00	48,00	41,28	40,13	40,20	37,77	36,74	34,52	33,99	34,29	35,50	37,02	37,80	40,01
Agát	674	19,00	35,00	29,08	28,69	28,31	27,26	26,77	25,96	26,27	26,39	27,10	27,40	28,06	28,80
Cér	701	28,00	48,00	39,50	39,60	39,46	38,76	37,85	38,08	37,70	37,95	38,66	38,76	39,56	39,96
Dub	650	25,00	45,00	38,10	37,89	37,90	36,97	36,26	35,34	34,98	35,31	35,62	36,01	37,15	37,44
Brest	507	30,00	51,00	46,02	47,33	44,55	40,27	44,76	37,99	38,03	39,79	40,64	43,71	41,70	48,31
Čerešňa	555	28,00	45,00	41,25	41,11	40,52	37,84	36,64	35,93	35,49	34,69	35,68	35,11	41,23	41,07
Gaštan	536	28,00	43,00	35,35	29,75	42,69	45,53	48,36	42,03	38,46	34,88	37,85	34,17	42,21	50,24
Jeľša	485	32,00	58,00	46,84	47,48	47,03	46,83	45,16	40,31	39,50	40,33	42,62	43,68	44,30	45,38
Osika	452	32,00	58,00	47,18	47,21	48,37	46,39	43,75	42,10	41,94	42,77	43,17	43,26	45,54	46,53
Topoľ	452	35,00	60,00	49,80	51,05	50,42	46,73	46,37	46,52	45,71	46,76	46,75	47,81	48,67	49,37
Vrba	452	35,00	60,00	49,69	52,89	50,63	47,50	47,94	45,98	44,13	45,56	44,82	45,88	45,21	51,40