



General Terms and Conditions (GTC) of Blackwood Trading EOOD

Effective April 2025

1. Scope of Application

1.1 These General Terms and Conditions (“GTCs”) apply to all offers, sales, and deliveries of timber products (logs, sawn timber, veneers) by Blackwood Trading EOOD (“Seller”) to commercial buyers (“Buyer”) worldwide.

1.2 These GTCs apply exclusively. Deviating terms and conditions of the Buyer shall not apply unless expressly accepted in writing by the Seller.

1.3 These GTCs also apply to future transactions with the Buyer, even if not expressly referred to again.

1.4 In the event of a conflict between these GTCs and the terms of a written contract or order confirmation between the parties, the provisions of such contract or order shall prevail.

1.5 The Seller reserves the right to amend these GTCs. The updated version shall apply to all future transactions after it has been communicated to the Buyer or published on the Seller’s website.

2. Conclusion of Contract

2.1 All offers are non-binding. A contract is only concluded upon written order confirmation by the Seller.

2.2 Product descriptions, specifications, and prices are binding only if confirmed in writing.

2.3 The Seller retains ownership and intellectual property rights to all technical documents provided, unless otherwise agreed.

2.4 Orders, confirmations, and other contractual communications exchanged electronically (e.g. by email or electronic signature) shall be deemed valid and binding, unless the parties have agreed otherwise in writing.

3. Products and Specifications

3.1 The Seller offers fresh logs, and sawn timber and veneer in fresh, air-dried, or kiln-dried condition.

3.2 FSC and/or PEFC certificates may be provided if agreed in advance.

3.3 Natural variations in wood (e.g. color, grain, knots) are not defects and do not give rise to claims.



3.4 Unless otherwise agreed:

- Quantity tolerances of $\pm 10\%$ apply to the order level;
- The final packing list is binding for invoicing;
- Up to 3% of material may fall below agreed grade without compensation.

3.5 Unless otherwise agreed in writing, quality and grading definitions follow the Blackwood Trading EOOD standard grading system as published on our website. Any deviations must be agreed in writing at the time of contract or order confirmation.

4. Partial Deliveries

4.1 The Seller is entitled to make partial deliveries and partial invoices, unless expressly excluded.

4.2 The Buyer shall accept such deliveries, provided they are commercially reasonable and within agreed tolerances.

5. Prices and Payment

5.1 Prices are net and exclude VAT, customs duties, taxes, or other charges, unless otherwise agreed.

5.2 Payment is due in advance unless expressly deferred. In deferred cases, a partial advance is required. Overseas buyers must pay by irrevocable L/C or T/T.

5.3 The Buyer is not entitled to offset or withhold payment unless the claim is undisputed or legally established.

6. Delivery, Risk and Insurance

6.1 Delivery terms are governed by Incoterms® 2020. CIF applies for overseas clients; DAP or EXW within Europe, unless agreed otherwise.

6.2 Risk passes to the Buyer when the goods are handed over to the forwarder or carrier.

6.3 The Seller arranges shipping insurance. However, insurance rights are assigned to the Buyer only upon full payment. Until then, the Seller retains all rights to pursue claims under the policy.

7. Inspection and Claims

7.1 The Buyer may inspect goods at the place of loading. Third-party inspections may be arranged at the Buyer's expense if agreed in advance.

7.2 Claims must be submitted in writing within 10 calendar days after arrival at destination (unloading place). If the shipment enjoys a free demurrage period, an



additional 5 days shall be granted following its expiration.

7.3 For valid claims, the Seller shall choose to either:

- Replace the goods;
- Remedy the defect; or
- Offer a price reduction.

7.4 Further compensation, including indirect or consequential damages, is excluded.

8. Order Cancellation

8.1 Confirmed orders may only be cancelled with the Seller's written consent.

8.2 If the Seller agrees to a cancellation without fault on its part, a restocking and administrative fee of 30% of the order value will be charged, unless otherwise agreed. Costs of return transport and handling will also be charged.

9. Retention of Title

9.1 The Seller retains title to the goods until full payment has been received.

9.2 Until title passes, the Buyer may not resell, pledge, or otherwise dispose of the goods without written consent.

10. Limitation of Liability

10.1 The Seller's liability is limited to direct damages caused by gross negligence or willful misconduct.

10.2 Liability for indirect or consequential damages (e.g. loss of profit, production downtime) is explicitly excluded to the extent permitted by law.

10.3 Defect-related claims must be submitted no later than one (1) month from delivery. Other claims must be submitted within three (3) months from delivery. Statutory limitation periods remain unaffected to the extent they are mandatory under applicable law.

11. Force Majeure

11.1 The Seller shall not be liable for delays or non-performance caused by force majeure events, including but not limited to natural disasters, pandemics, transport disruptions, strikes, wars, or government restrictions.



12. Data Protection

12.1 The Seller collects and processes personal data strictly in accordance with Swiss data protection law (including the Swiss Federal Act on Data Protection, “FADP”).

12.2 Data is used solely to manage business relationships, fulfill contracts, and comply with legal obligations.

12.3 The Seller does not share Buyer data with third parties unless required for logistics, customs, or legal reasons.

13. Governing Law and Jurisdiction

13.1 These GTCs and all contracts with the Buyer shall be governed by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.2 The exclusive place of jurisdiction is Zug, Switzerland. The Seller reserves the right to sue at the Buyer’s place of business.

13.3 Any amendments or deviations from these GTCs must be agreed in writing. Verbal agreements or side arrangements are not valid unless confirmed in writing by the Seller.

Approved by Management

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These General Terms and Conditions are published at

www.blackwood-trading.com/documentation