

## Warranty

CIDEM Hranice a.s., a joint-stock company with its registered seat at Skalní 1088, Hranice I-Město, 753 01 Hranice, registered in the Commercial Register at the Regional Court in Ostrava, in Section B, File 148 (hereinafter the "Manufacturer"), hereby confirms that it is providing the Warranty recipient with a fifteen-year warranty for "CETRIS cement bonded particleboards" specified in point 1.1, in the extent and under the conditions specified below herein:

## (1) CETRIS cement bonded particleboards included in the warranty:

- 1.1. This warranty applies to CETRIS cement bonded particleboards in all variants produced by the Manufacturer and delivered from the CETRIS production plant after 1 January 2013, if their purchase price was paid in a proper and timely manner and the products were transported in accordance with the Manufacturer's recommendations, properly stored and then as new and so far unused were properly installed in real estate within Europe while complying with all regulations, standards, technical requirements and instructions issued by the Manufacturer for handling them, which can be obtained from the Manufacturer, hereinafter referred to as the "Product".
- 1.2. The Warranty does not include and this Warranty statement does not apply to any versions of the Product delivered from the Manufacturer's production plant in lower quality or to "CETRIS HOBBY cement bonded particleboards".

(2) Warranty recipient:
The Warranty recipient isan individual or legal entity who has purchased so far unused Products from the Manufacturer or a third party for the purpose of their resale, and/or a Final User A Final User means each individual or legal entity who has purchased so far unused Products from the Manufacturer or a third party and alone or through a third party has installed them in a premises owned by the Final User.

## (3) Extent and other conditions of the Warranty for the Product

- 3.1. The Manufacturer guarantees for the recipient that for a period of 15 years, which shall begin running as of the date of shipping of the Product from the Manufacturer's production plant, no changes to the usable properties of the Product will occur, if the Product has been properly stored and properly installed in the real estate while complying with all regulations, standards, technical requirements and instructions issued by the Manufacturer for handling the Product, which can be obtained from the Manufacturer. This Warranty does not apply to other properties besides use properties of the Product and particularly does not apply to changes in colour or in wear of the surface of the Product, including its edges, which occur more than three years after the delivery of the Product to the customer, usually as a result of climate effects. The Warranty also does not apply to differences in colour shades originating in various production batches. This Warranty also does not apply to efflorescence and similar phenomena resulting from the fact that during production of the Product cement is used (occurrence of efflorescence and similar phenomena is in view of its cement base a natural characteristic of the Product and is not considered a defect). This Warranty also does not apply to defects in the Product that did not arise during production at the Manufacturer, particularly subsequent defects caused by improper transport, storage or installation, natural disasters, insufficient attention paid to the instructions provided by the Manufacturer or lack of familiarity with them.

  3.2. Each apparent defect in the Product must be complained about to the Manufacturer in writing within 8 days after the Product is received
- directly from the Manufacturer. Each hidden defect in the Product must be complained about in writing by the recipient of the Guarantee who was the first to discover the hidden defect or could have discovered it, within 8 days counted as of the date when the hidden defect was or could have been discovered.

Each complaint regarding a product defect must contain the following details: the type of product, the production number, the number of defective pieces and a description of the defect. The submitted complaint regarding the defect(s) must be accompanied by a photocopy of documented proof of purchase of the Product and documented proof of payment of the purchase price for it. Any complaints that do not include the information required by this Warranty Certificate will not be considered to have been submitted properly.

- 3.3. Claims from the Warranty according to the Warranty Certificate:
- 3.3.1. If the Warranty recipient can prove, with consideration for the warranty period and limitations specified in the Warranty Certificate, that the complained about Product has defects originating from the manufacturing process, the Manufacturer is required, based on the Manufacturer's own
- a) to replace the defective Products with new replacement Products, or
- b) to pay the purchase price of the defective Products that was paid to the Manufacturer during their sale, or c) to eliminate Product defects, or
- d) to provide a discount from the purchase price of the Products.
- 3.3.2. Fulfilment from the Manufacturer based on a complaint from the Warranty recipient that has been properly submitted in accordance with this Warranty Certificate by the end of the fifth year of validity of this Warranty must be provided to the Warranty recipient during selection according to 3.3.1 letter a) in the extent of replacement of 100% of the defective Products, including covering of reasonable costs for work on exchanging of Products and during selection according to 3.3.1. letter b) involving payment of 100% of the price of the defective Products.
- 3.3.3. In the event of complaints submitted following the lapse of five years from the date when this Warranty took effect until the end of the fifteenth year of its validity, the Manufacturer's fulfilment specified in point 3.3.1. will be reduced by 9% for each additional year.
- 3.3.4. All of the Manufacturer's costs for fulfilment of claims from the Warranty recipient related to complaints regarding defective products based on this Warranty Certificate must not exceed 100% of the price of the defective products determined based on the Manufacturer's price list valid at the time of sale of the Product from the Manufacturer's production plant.
- 3.4. The Manufacturer is not required to provide to the Warranty recipient based on this Warranty Certificate any other fulfilment besides that specified in the previous point 3.3. and in particular is not required based on this Warranty Certificate to cover for the Warranty recipient any losses or damages, including lost profit, or any losses in earnings or losses of time, personal harm or any other indirect resulting damages. The Manufacturer's obligation to provide fulfilment to the Warranty recipient may not be expanded to include Products without defects delivered together with defective products.
- 3.5. The Warranty based on this Warranty Statement applies to each new Product delivered to the Warranty recipient as a replacement for a defective product (hereinafter the "New Product"), and the warranty period for the New Product shall commence as of the date of delivery of the defective Product to be replaced by the New Product, and the warranty period for the New Product shall end following the lapse of 15 years from the delivery date of the defective Product replaced by the New Product.
- 3.6. This Warranty Certificate fully replaces any previous warranties provided by the Manufacturer for the Product. No warranty declarations previously issued by the Manufacturer shall apply to the Product delivered by the Manufacturer after 1 January 2013.

In Hranice on 1 December 2012

For CIDEM Hranice a.s.:

Ing. Tomáš Vavřík, MBA Chairman of the Board of Directors

Ing. Martin Klyač Director of division CETRIS