

## General terms and conditions for selling and delivery

of the company CIDEM Hranice, a.s., registration number 14617081, registered office at Skalní 1088, 753 01 Hranice I – Město

### Article 1. General Provisions

The subject of these General Terms and Conditions for selling and delivery of the company CIDEM Hranice, a.s. (henceforth only the Vendor) are terms and conditions which are used by the Vendor when selling goods, which are CETRIS cement bonded particleboards in all their varieties and their supplements (henceforth only goods).

### Article II. Delivery of goods

The delivery of goods follows the binding and general legal regulations of the Czech Republic. If the Purchaser does not arrange with the Vendor for goods of a different quality, then the quality according to the appropriate EU standards or the company's internal standards is considered as agreed. At the Purchaser's request the Vendor will issue a Certificate of Conformity as defined in Section 13 of the Law No. 22/1997 Coll. as amended.

The purchase price follows the up-to-date price list of the Vendor that is valid at the moment of the delivery of the goods that have been ordered to the Purchaser. The price in the price list is without VAT. VAT is added to the price of the goods. The Vendor's up-to-date price list is published on the homepage [www.cetris.cz](http://www.cetris.cz)

If the transport of the goods is organised by the Vendor from the CETRIS production plant in Hranice to the place of delivery, the Purchaser is obliged to settle the transport costs for the goods with the Vendor.

The documentation of the delivery is a bill of delivery or an invoice which performs the function of a bill of delivery at the same time.

A warranty for CETRIS cement bonded particleboards and its terms and conditions are provided in a separate warranty certificate.

### Article III. Packaging materials

The Vendor declares that the packaging materials which the Purchaser receives together with the goods comply with the conditions for packaging materials to enter the market according to Act N. 477/2001 Coll., on packaging materials, as amended. The packaging materials have been designed and manufactured according to the valid technical standards and complete technical documentation is available for the Purchaser. This technical documentation refers to the declaration of conformity in accordance with general and binding legal regulations. According to Section 9 of Act No. 477/2001 Coll. the packaging materials are not returnable and nor is a deposit paid on them. Non-returnable underlying supports are also considered to be packaging materials if the goods are stored on them, too. The Purchaser is obliged to dispose of the packaging materials at their own cost.

### Article IV. Pallets

If the Vendor delivers the goods that have been ordered stored on an underlying support, then this support is non-returnable and the Purchaser buys this support as well, together with the goods. An up-to-date price list of transportable and non-returnable underlying supports is part of the up-to-date price list of goods and it is published by the Vendor on the homepage [www.cetris.cz](http://www.cetris.cz).

### Article V. Transfer of liability for the goods in the event of damage, reservation of property rights

The contracting parties have agreed upon the fact that the Purchaser is entirely liable for any damage to the goods from the moment of the transfer of the goods to the first transport company which transports the goods for the Purchaser to the place of delivery. If the Purchaser takes over the goods in the Vendor's manufacturing plant, CETRIS in Hranice, the liability for the goods in the event of damage is transferred from the Vendor to the Purchaser at the very moment when the Purchaser takes over the goods from the Vendor.

The Vendor acquires the property rights to the goods from the moment of full payment of the price of the goods. If the price of the goods has been paid before the delivery of the goods, the property rights to the goods are transferred to the Purchaser at the moment of the transfer of the liability to the goods from the Vendor to the Purchaser in the event of any damage.

### Article VI. Invoicing

The Purchaser is obliged to pay the price of the goods and the underlying supports to the Vendor. If the transport is organised by the Vendor, the Purchaser is obliged to pay the price of the transport as well. The basis of the payment is an invoice issued by the Purchaser.

### Article VII. Interest on late payments

If the Vendor is in arrears for the payment for the goods or non-returnable underlying supports or transport costs, the Purchaser has to pay a penalty for this delay amounting to 0.05% per day of the sum outstanding until payment is made in full.

### Article VIII. Quality

If no other quality of goods is agreed between the Vendor and the Purchaser, then the quality which meets the corresponding standards for the particular product is regarded as agreed. The goods must be used according to the instructions of the Vendor and according to the Vendor's technical documentation which is published on the Vendor's webpage [www.cetris.cz](http://www.cetris.cz). The Purchaser is obliged to adopt them in due time.

### Article IX. Force majeure

Circumstances, events and defects in technical equipment on the Vendor's side that are outside the Vendor's control and that could not be evaded through the exercise of due care relate to the term force majeure. If a force majeure event occurs, the Vendor's obligation of delivery is cancelled to the extent of, and throughout the duration of, the force majeure event. If the delay caused by a force majeure event exceeds 10 weeks, both contracting parties have the right to withdraw from the contract to an extent which complies with the non-performed part.

### Article X. Claims

The Vendor will execute the right to make a claim based upon liability for defects in the goods only according to the terms and conditions stated in the Letter of Warranty issued on 1 December 2012, and which extends to goods delivered to the Purchaser before 1 January 2013.

### Article 11. Concluding Provisions

1. If not otherwise agreed, these General Terms and Conditions for selling and delivery are valid for the commercial relations between the contracting parties.

2. Acceptance of these General Terms and Conditions for selling and delivery and consent to them are confirmed by the Purchaser either in a contract of purchase or an order or by signing these General Terms and Conditions for selling and delivery.

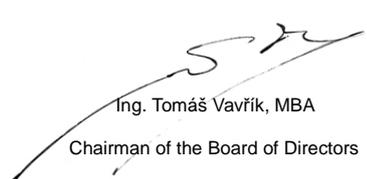
3. These General Terms and Conditions for selling and delivery relate to all the Vendor's deliveries of goods. Additional terms and conditions that are indicated or pre-printed on a Purchaser's order and any other terms and conditions in the Purchaser's order that are not in compliance with these General Terms and Conditions for selling and delivery are considered void, unless confirmed in writing by the Vendor to the Purchaser before delivery.

4. The Vendor reserves the right to change these General Terms and Conditions for selling and delivery.

The effective extent of the General Terms and Conditions for selling and delivery are published on the Vendor's homepage [www.cetris.cz](http://www.cetris.cz) and the Purchaser is obliged to make himself of herself familiar with them continuously. The Purchaser accepts the Vendor's currently effective General Terms and Conditions for selling and delivery as a form of the regulation of the mutual commercial relations by placing an order for the goods.

5. The seat of the court for any disputes between the Vendor and Purchaser arising from the General Terms and Conditions for selling and delivery is the Czech Republic. The legislation to be applied to these General Terms and Conditions for selling and delivery is the legislation of the Czech Republic.

6. These General Terms and Conditions for selling and delivery are valid as of 1 January 2013 and replace all previous General Terms and Conditions for selling and delivery issued by the Vendor.

  
Ing. Tomáš Vavřík, MBA

Chairman of the Board of Directors