

General Sales and Delivery Terms and Conditions

of CIDEM Hranice, a.s., IN: 14617081, with their registered office at Skalní No. 1088, 753 01 Hranice I-Město

Article I. General provisions

These General Sales and Delivery Terms and Conditions of CIDEM Hranice, a.s. (*hereinafter referred to as the "Seller"*) lay down the terms and conditions under which the Seller shall supply goods to business operators (*hereinafter referred to as the "Buyer"*), specifically goods consisting of CETRIS cement-bonded particleboards in all versions, and products supplementing the CETRIS cement-bonded particleboards (*hereinafter referred to as the "Goods"*).

Article II. Deliveries of the Goods

Deliveries of the Goods shall be governed by the generally applicable Czech law. Unless the parties agree on a different quality of the Goods, the agreed quality shall be that to the applicable standards—specifically EN standards—or the Seller's internal standards. Upon the Buyer's request, the Seller shall issue a "Declaration of Conformity" to the Buyer pursuant to Section 13 of Act No. 22/1997 Coll., as amended.

The purchase price of the Goods is determined by the Seller's current price list as in force at the time of delivery of the ordered Goods to the Buyer, it being understood that the list prices are exclusive of VAT. VAT shall be added to the price of the Goods.

The Seller publishes the price list of the Goods in force at www.cetris.cz.

Where the Seller arranges for the transport of the Goods from the CETRIS manufacturing plant in Hranice to the place of unloading, the Buyer shall also reimburse the Seller for the costs of carriage the Goods to the place of unloading. The accompanying document for each consignment of the Goods is a delivery note or an invoice that serves at once as a delivery note.

The warranty provided for CETRIS cement-bonded particleboards and the terms thereof are the subject of a separate warranty certificate.

Article III. Packaging

The Seller declares that the packaging provided to the Buyer together with the Goods complies with the requirements for placing packaging on the market stipulated by the applicable Czech and EU laws and.

Article IV. Pallets

Where the Buyer delivers the ordered Goods placed on a transport pallets to the Seller, the transport pallet is non-returnable, and the Buyer acquires the non-returnable transport pallet along with the ordered Goods. The price list of non-returnable transport pallets in force forms a part of the current price list of the Goods and is published by the Seller at www.cetris.cz.

Article V. Passage of the risk of damage to the Goods; retention of title

The parties have agreed that the risk of damage to the Goods shall pass to the Buyer upon the delivery of the Goods to the first carrier for transport to the Buyer to the destination. If the Buyer takes delivery of the Goods at the Seller's CETRIS manufacturing plant in Hranice, the risk of damage to the Goods shall pass from the Seller to the Buyer already at the time of taking delivery of the Goods from the Seller.

The Buyer acquires the ownership right in the Goods upon full payment of the purchase price of the Goods. If the payment of the purchase price of the Goods precedes delivery, the ownership right in the Goods shall pass to the Buyer already upon the passage of the risk of damage to the Goods from the Seller to the Buyer.

Article VI. Invoicing:

The Buyer is required to pay the Seller the price of the Goods, the price of non-returnable transport pallets, and the costs of transporting the Goods. The payment shall be made against an invoice to be issued by the Seller.

Article VII. Late payment interest:

If the Buyer is late paying the price of the Goods, the price of non-returnable transport pallets, or the costs of transporting the Goods, the Buyer shall pay the Seller interest on late payment equivalent to 0.05% a day on the overdue amount until full payment.

Article VIII. Quality

Unless the Buyer and the Seller agree on a different quality of the Goods, the agreed quality shall be deemed to be that to the applicable product standards.

The Goods must be used in accordance with the Seller's instructions and the technical application procedures specified in the Seller's technical documentation published at www.cetris.cz. The Buyer is required to familiarize themselves with these procedures in a timely manner.

Article IX. Force majeure

Force majeure event denotes any circumstance and event on the part of the Seller, which the Seller cannot reasonably prevent with due managerial care. Technical equipment failures that cannot be prevented even with due care shall also constitute force majeure events. In the event of force majeure, the Seller's delivery obligations shall be suspended for the duration and to the extent of the impact of such force majeure. If the delay in performance resulting from force majeure exceeds a period of 10 weeks, both contractual partners shall be entitled to withdraw from the portion of the contract that has not yet been fulfilled.

Article X. Warranty claims

Defect liability claims in respect of the delivered Goods which are covered by the warranty provided by the Seller pursuant to the Warranty Certificate shall be handled by the Seller exclusively in the manner specified in the Seller's Warranty Certificate as in force.

Article XI. Final provisions

1. These General Sales and Delivery Terms and Conditions (*hereinafter referred to as the "T&Cs"*) and any contracts concluded in connection with these T&Cs shall be governed by Czech laws, in particular Act No. 89/2012 Coll., the Civil Code, as amended, with the exclusion of conflict of law rules under the international private law and with the exclusion of the UN Convention on Contracts for the International Sale of Goods (Vienna Convention).

2. All disputes arising out of or in connection with these T&Cs and contracts formed in connection with them (including questions regarding their validity, interpretation, breach, or termination, as well as disputes arising from non-contractual obligations related to these T&Cs or such contracts) and purchase contracts for the delivery of goods shall be subject to the exclusive jurisdiction of the courts of the Czech Republic. The locally competent court of first instance shall be the District Court in Písek or the Regional Court in Ostrava where the regional court has substantive jurisdiction over the first instance proceedings. This choice of court agreement is governed by Regulation (EU) No. 1215/2012 of the European Parliament and of the Council and, alternatively, by Czech procedural law.

3. By ordering Goods from the Seller, the Buyer accepts the T&Cs as in force at the time an order is placed in respect of all mutual relations between the parties. The Seller does not accept the Buyer's general terms and conditions. The Seller reserves the right to unilaterally amend these T&Cs to a reasonable extent. Amendments to the T&Cs and the version thereof current in force shall be published by the Seller at www.cetris.cz. The Buyer is required to familiarise themselves with the text of the T&Cs as in force prior to placing an order.

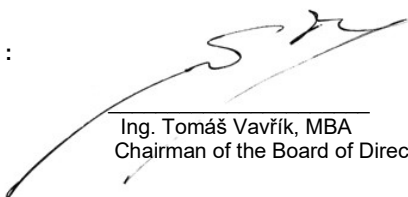
A Buyer who maintains a long-term business relationship with the Seller to which these T&Cs apply shall be notified of any amendment to the T&Cs by the Seller electronically via email at least 30 days prior to the effective date of such amendment.

If the Buyer disagrees with the amendment to the T&Cs, they may reject the amendment in writing within 15 days of receiving the notification and terminate the obligation (contract) affected by the amendment via a written notice of termination effective immediately. Such notice of termination shall take effect upon delivery to the Seller.

4. These General Sales and Delivery Terms and Conditions of the Seller shall enter into full force and effect on 20 September 2026, and shall fully supersede any previous General Sales and Delivery Terms and Conditions of the Seller.

Hranice, 15 September 2026

For CIDEM Hranice, a.s. :



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



Ing. Martin Klvač
CETRIS Division Director