GENERAL BUSINESS TERMS AND CONDITIONS
Hereinafter referred to as the “GBTC”
Of the company Bučina DDD, spol. s r.o.

GENERAL PROVISIONS

1) These General Business Terms and Conditions regulate the contractual relation between the Seller and the Purchaser where the Seller of the goods (hereinafter referred to as the “goods”) is the company Bučina DDD, spol. s r.o., having its registered office at Lučenecká cesta 1335/21, 960 96 Zvolen, company identification number: 36 059 323, registered in the Companies Register of the District Court, section: Sro, insert No.: 8264/S.

2) Deviating arrangements of the Purchase Contract concluded between the Seller and the Purchaser in a way specified in paragraphs 4) to 7) hereof or of other written document shall prevail over the provisions hereof.

3) Legal terms and conditions not regulated by these GBTC shall be governed by the applicable provisions of generally binding legal regulations of the Slovak Republic.

ORDER/ PURCHASE CONTRACT AND PRICE

4) The Purchaser shall submit/send to the Seller an order in writing, i.e. by mail, fax or e-mail, and in exceptional cases it shall be possible to accept an order by telephone but this must be consequently confirmed by the Purchaser in writing within 24 hours (hereinafter referred to as the “Order”). Such orders shall be deemed as a draft purchase contract.

5) Any amendments of the Order, any uncertainties and specifications shall be consequently agreed between the parties by fax, e-mail, telephone or personally. Such amendments of the order, correction of uncertainties or specifications shall be documented in the confirmation of the Order from the seller (hereinafter referred to as the “Confirmation of Order”).

6) The Seller shall prepare the final version of the Order (hereinafter referred to as the “Final Order”) that shall be based on the Order confirmed in accordance with paragraph 5 hereof. The Final Order shall be prepared in the Seller’s own IT software and shall include all the contractual particulars (contracting parties, specification of the goods, quantity, price, payment terms, delivery terms, date of delivery, etc.).

7) The Final Order shall be a confirmation of an arrangement between the Seller and the Purchaser about the content of the Purchase Contract and a repeated confirmation of the Order, including any amendments which have been made. Each Final Order shall be sent to the Purchaser on-line by e-mail. On the day of sending the Final Order to the Purchaser the Purchase Contract between the Seller and the Purchaser shall come into effect.

8) After the Seller delivers the Final Order to the Purchaser in electronic form, the Purchaser shall have 24 hours to withdraw from the Purchase Contract without any sanction or indemnification being imposed. The withdrawal shall be in writing, i.e. sent by mail, fax, e-mail (hereinafter referred to as “in writing”).

9) Prices, payment terms and delivery terms shall be agreed by the contracting parties prior to sending the Final Order and shall be confirmed by the Seller’s written notice. If the payment date is not specified on the confirmation, any payments from the Purchaser in favour of the Seller shall be made within 30 days after the Seller’s invoice was issued.

10) The Seller shall be entitled to modify the prices, payment terms and delivery terms in a written notice sent to the Purchaser. Such change can come to effect immediately after issuing the written notice of the modification and will be applicable to both new and pending orders (hereinafter referred to as the “Open Orders”). After receiving the notice of modification the Purchaser shall be entitled to withdraw from any Open Order within 24 hours without any sanction being imposed by the Seller.

11) Any notices by the Seller specified in paragraph 9 hereof and in paragraph 10 hereof shall be binding for the Purchaser and the conditions specified in such notices shall apply to each Purchase Contract concluded after the effective day of the notice and if the effective day is not specified in the notice, from the day of delivery of the notice. In case of any discrepancy between the notice pursuant to paragraph 9) and the notice pursuant to paragraph 10, the notice made later shall prevail.

12) The price shall be determined in EUR. If the price is agreed in the national currency of the Purchaser, invoicing shall be made in EUR using the ECB exchange rate in force on the day immediately before the day of invoicing.

PURCHASER’S WITHDRAWAL FROM THE PURCHASE CONTRACT

13) After the period specified in paragraph 8 expires, the Purchase Contract can be terminated only subject to the Seller’s written approval, except for the cases of withdrawal from the contract by the Seller specified herein. If the Seller does not approve the termination of the Contract, the Purchase Contract shall remain in full force and effect and the Seller shall supply the goods to the Purchaser.
DELIVERY TERMS AND CONDITIONS

14) Unless specified otherwise in the Order, any obligation shall be considered complete and the right to invoice the agreed purchase price shall arise on the day that the goods were delivered to the first haulier in order to transport it. The delivery shall be marked as a delivery for the Purchaser.

15) Where the Purchaser fails to accept the goods delivered, or informs the Seller of an intention not to accept the goods that are about to be delivered, or makes any other written, explicit or silent act which would result in the delivery of goods from the Seller being thwarted, seriously obstructed or postponed or the Purchaser fails to provide the cooperation necessary in order to deliver the goods, the Purchaser shall be deemed to be in delay of acceptance of the goods (hereinafter referred to as the "delay of acceptance of the goods"). In such cases the Seller shall not be obligated to deliver the goods to any other place than the Seller's registered office and the goods shall be deemed to have been delivered by the Seller on the day and the Purchaser will be deemed to be in delay of acceptance of the goods.

16) Where the Purchaser is deemed to be in delay of acceptance of the goods the Purchaser shall be obligated to pay a contractual fine to the Seller amounting to EUR 1. - for each 100g of weight of the goods for every day of delay of acceptance of the goods on the Seller's written request.

17) Where the Purchaser's delay of acceptance of the goods lasts more than 30 calendar days, the Purchaser shall be obligated to pay a contractual fine to the Seller amounting to 20% of the purchase price of the goods the acceptance of which is pending on the Seller's written request, and the Seller shall be entitled to claim the contractual fine pursuant to paragraph 16 hereof. At the same time the Seller shall be entitled to withdraw from the Purchase Contract.

18) Where the Purchaser accepts the goods in person they shall be obligated to identify himself (e.g. by a trade licence, personal identification card, driving licence, etc.) and shall sign by hand the original document proving the condition of the delivery (delivery note, loading note, bill of lading) and state that it is the Purchaser's signature.

19) Unless the Contract specifies the packaging or securing of the goods during the transport, the Seller shall be obligated to pack or secure the goods during the transport in a way usual for such goods in the course of trade in order to prevent the damage of the goods.

20) Costs of the packaging including the price of packaging material shall be included in the purchase price.

21) Goods shall be delivered in accordance to the applicable quality and technical standards of the seller.

22) The Seller expressly informs the Purchaser about the following suitability of usage of the Seller's goods:
   a) Raw particleboards, MDF and HDF boards: for lamination, laminate covering, veneering postforming, varnishing, manufacture of upholstered furniture skeletons, etc., generally for the furniture industry;
   b) Particleboards; MDF laminated boards, DTD and MDF veneered - work boards: for interior furnishing (including furniture) in a dry environment however, not as supporting or reinforcing elements;
   c) OSB boards and QSB – construction boards: as supporting and reinforcing elements of wooden structures; OSB 2 to be used in a dry environment; OSB 3 and QSB construction boards can be used in damp environment;
   d) Solid wood panels – for construction and joinery elements and interior furniture.

23) Quality: in the case of custom-made products the Seller shall be entitled to supply the goods to the Purchaser with a +/- 10% deviation of the agreed quantity.

24) Labelling of the goods: unless agreed otherwise, the goods shall be labelled according to the technical standards or according to the Seller's standard practice.

25) Accompanying documentation: the accompanying documentation shall mean a delivery note that shall be attached to each delivery of goods from the Seller. The delivery note shall include all the particulars in order to enable the Purchaser to accept the goods. In case of railway transport within the Slovak Republic, the delivery note shall include a bill of lading, and outside the Slovak Republic a CIM bill of lading. In case of an LKW transport the delivery note shall include the CMR transport document. All the above-mentioned documents shall be issued by the Seller.

26) The Seller shall be entitled to deliver the goods in parts and the Purchaser shall be obligated to accept such partial deliveries.

DELIVERY PERIOD

27) "Express Programme" shall mean the Seller's goods in stock.

28) "Custom Made Manufacture" shall mean the Seller's goods not in stock that have to be manufactured, processed or treated.

29) "Articles of Commerce" shall mean the goods manufactured or modified by other parties for the Seller.

30) The Seller shall determine at their own discretion which goods fall under the Express Programme, under the Custom Made Manufacture and under the Articles of Commerce.
31) The usual delivery period of the goods from the Seller to the Purchaser shall be 5 working days in case of the Express Programme, 10 working days in case of the Custom Made Manufacture and according to the current delivery periods of other manufacturers in case of the goods under the paragraph 22, letters a), b), c). In case of the goods under the paragraph 22, letter d) the delivery period shall be up to 4 calendar weeks.

32) If any serious obstruction or circumstance that excludes the Seller’s liability prevents the Seller from making a delivery or a part of it in the agreed deadline and the Seller performs the delivery within 14 days after the obstruction or circumstance that excluded the Seller’s liability expired, the delivery shall be considered fully completed.

33) A different delivery period other than the one specified in paragraph 31 hereof can be agreed in the Final Order.

**PACKAGING**

34) If the Seller uses packing, fastening straps, etc. designed for repeated use (hereinafter referred to as the “Returnable Packaging”) or for single use (hereinafter referred to as the “Disposable Packaging”) the Purchaser shall be obligated to do the following:
a) Return the Returnable Packaging to the Seller to the place specified by the Seller in 30 days. Where no place is specified the packaging shall be returned to the place from where the goods were sent. The Purchaser shall be obligated to return the packaging specified in the Purchase Contract, delivery note or invoice.
b) Store the Disposable Packaging free of charge for the Seller and after the agreed quantity is accumulated, to inform the Seller. The Seller shall be entitled to arrive and collect the Packaging from the Purchaser at anytime at their own expense and the Purchaser shall be obligated to allow the Seller to do so without any undue delay. The Purchaser shall be informed about the type of packaging and about his duty on the Final Order, delivery note or invoice.

35) The period for returning the Returnable Packaging shall start lapping of the day following the day, when the first haulier accepted the goods packed in the Returnable Packaging in order to transport it to the Purchaser, or, in the case of own transportation, when the Purchaser accepted the goods. The returned packaging shall be always used to cover the oldest obligations.

36) The Purchaser shall be obligated to handle the returnable packaging with appropriate care. If the Purchaser fails to return packaging within the period specified on the Final Order, on the Seller’s written request the Purchaser shall be obligated to pay a contractual fine to the Seller amounting to EUR 1.- (SKK 30.126) for every piece of returnable packaging for each day of delay up to 30 days after the deadline specified in the Final Order. After such period expires the title to the Returnable Packaging shall shift to the Purchaser and the Purchaser shall be obligated to pay the purchase price of the Returnable Packaging to the Seller amounting to the acquisition sum originally paid by the Seller. In such circumstances as specified in the previous sentence hereof, the Seller’s claim for the contractual fine specified in the second sentence of this paragraph shall expire.

37) The Purchaser shall not be entitled to claim from the Seller any financial or other compensation for storage of packaging until returned to the Seller.

**TRANSPORTATION**

38) Unless agreed otherwise, the transport shall be secured by the Seller who shall be obligated to mind the utility, economy and appropriate utilisation of transport vehicles. If possible, he shall also be obligated to take into account all the Purchaser’s reasonable requests for a special type of transport (type of transport, special transport vehicle, etc.). If the Seller accommodates the Purchaser’s requests the Seller shall be entitled for disbursement of the related increased costs arisen.

39) After loading to a transport vehicle (LKW, wagon) an on-line electronic delivery note shall be sent to the Purchaser.

40) If the Purchaser requests a change of transport type the Seller shall be obligated to accommodate the request if technically possible. However the Purchaser shall be obligated to disburse all the costs arisen to the Seller due to such change.

**FULFILMENT OF THE CONTRACT**

41) Delivery of the goods by the Seller shall be considered completed by loading/delivering the goods to a transport vehicle secured by the Purchaser in the case of own transportation, or by delivering/ supplying the goods to the place of delivery in the case that transportation is arranged by the Seller.

42) The goods shall be considered delivered by the Supplier even if the Purchaser delays to accept the goods.
RESERVATION OF TITLE

43) The goods shall remain in the Seller’s ownership until the purchase price of the goods including the interest (late payment interest, etc.) is fully settled.

44) Acquisition of the title to treated or processed goods subject to the reservation of title by the Purchaser or by third parties shall be excluded as regards such new item. Any possible processing or treatment shall be made exclusively in favour of the Seller. Such processed item shall serve to secure the receivables specified above. In the case such new processed item includes goods from other suppliers, the Seller shall acquire a joint title to the new item proportionally with regard to the proportion of the sellers goods to other goods processed in such item. As regards the Seller’s secured receivable amounting to the purchase price the Purchaser shall undertake to assign to the Seller his receivable from next sale and he shall record such fact in all his accounting books or invoices. Where such goods are retained, pledged, or subject to distraint or any claim, the Purchaser shall be obligated to inform about the Seller’s title and to inform the Seller immediately. In case other supplier legally claims his reservation of title, all the receivables for the goods supplied shall be assigned to the Seller proportionally with regard to the proportion of the Seller’s title in the given item.

45) Where the Purchaser delays any payment or payments from the Purchaser are stopped, or if any proceedings are commenced in case of the Purchaser’s insolvency or other jeopardy of settling the Seller’s receivables, the Purchaser shall be obligated to mark all the goods under the reservation of title with labels or otherwise so that it would be clear to any third party that the goods are the Seller’s exclusive ownership. The Purchaser shall be obligated to send to the Seller a list of available goods under the Seller’s reservation of title and where the goods were processed or treated, as well as a list of payables assigned in accordance with the above-mentioned paragraph in the specification of garnishees. Independently from this, anyone authorised by the Seller shall be at anytime entitled to assure the appropriate security of the Seller’s title at the Purchaser. For this purpose the Purchaser shall allow such people to enter the premises where the goods are stored. The Purchaser shall be obligated to submit all the documents relating to such goods and on the Seller’s request, the Purchaser shall be obligated to allow them take the goods subject to the Seller’s reservation of title, while no compensation for transportation or other payments shall be requested from the Seller. The Purchaser shall expressly and irrevocably agree with such removal of the goods. At the same time the Seller shall be entitled, however not obligated, to sell the goods at their own discretion in an auction or directly and to set off the proceeds from such sale against the receivables from the Purchaser.

46) The Purchaser shall assume the risk for the goods delivered by the Seller. The Purchaser shall be obligated to take proper care of the goods and to insure it sufficiently against loss, theft, fire, etc. Thereby the Purchaser shifts to the Seller the claim towards the insurance company in case of damage, in particular a proportion of the purchase price of the goods delivered by the Seller, to which the Seller’s reservation of title applies. This shall apply also where the insurance company does not disburse the overall indemnification in the full amount and in such case the Seller could not rely on the proportional indemnification.

47) The Purchaser shall be obligated to inform the Seller without any undue delay about a distraint procedure, or other restriction as regards disposal of the Purchaser’s assets, and shall be obligated to provide the Seller with all the necessary cooperation in order to set up any such claim. The Purchaser shall be obligated to compensate the Seller for all the judicial and extra-judicial costs.

48) The Purchaser shall undertake to take all necessary steps in particular towards third parties and shall provide statements in the form of a legal act in order to help this arrangement of the reservation of title to become effective and to assign the rights, in particular pursuant to the foreign law in accordance with the place of delivery and according to the Purchaser’s registered office. In case the Purchaser sells the goods subject to the reservation of title and fails to inform the future purchaser about such reservation, the Purchaser shall be obligated to pay a contractual fine to the Seller amounting to the sum of the purchase price of the goods subject to the reservation of title. This shall not influence the right for indemnification.

PAYMENT TERMS AND CONDITIONS

49) The purchase price shall be settled based on an invoice – a tax document. Invoices for the supplied goods/services shall be payable within the deadline specified in them.

50) The Seller also reserves the right to issue an invoice for any partial deliveries of goods/services.

51) Any objection against the payment document/invoice shall be notified to the Seller before the maturity date of such document.

52) Purchase price shall be considered settled on the day of being credited to the Seller’s account if paid through a bank.

53) Where the Purchaser delays to settle the invoice the Seller shall be entitled to charge a late payment interest amounting to 0.03% of the overdue sum for each day of delay without any prior notice, while the invoice shall be settled within 14 days after issued.

54) Where the Purchaser delays to settle any payment the Seller shall be entitled to:
a) Stop any performance of obligations under any contracts or contractual relations towards the Purchaser and without any prior notice to charge all the related costs (e.g. demurrage of transport vehicles, sanctions from hauliers, costs of demand note and the related proceeding, costs of solicitor, etc.) to the Purchaser, while the invoice shall be settled within 14 days after issued. At the same time the Seller shall be entitled to immediately withdraw from all the contracts concluded with the Purchaser.
b) Cancel any contractual rebates, discounts, bonuses and all other contractual benefits, even retrospectively.
c) Declare all the Purchaser's obligations towards the Seller to be immediately payable and enforceable.

55) Invoices issued pursuant to paragraphs 53 and 54 setting off mutual obligations shall take precedence over other invoices from common course of trade.

56) The Seller or the Seller's enterprises from the Seller's group can set off their mutual obligations.

57) In the case of any discount for prompt payment the payment credited to the Seller's account must be made within the timescale specified. Each month the Purchaser shall pay 100 per cent of all the invoiced amounts to the Seller. After the month in question ends, the Seller shall check all the payments and shall send a credit note for the sum discounted from all the payments to the Purchaser within 15 calendar days.

OBLIGATION SECURITY

58) The Seller shall be entitled at their own discretion to request the Purchaser to secure the obligations, in particular (however not limited to) where clients whose payables to the Seller are not insured by an insurance company (at all or partially) or if a client has a bad payment record.

59) The Seller accepts only the following securing of obligations:
   a) Advance payment/collection: an advance payment shall be considered paid on the day of being credited to the Seller's account or by making a cash payment at the Seller's cash desk.
   b) Obligation insurance: the Seller makes deliveries only up to the sum of the insurance credit.
   c) Bank guarantee: prior to the commencement of the agreed period of performance, the Purchaser shall be obligated to submit to the Seller a guarantee with a written bank declaration stating that the bank will accommodate the Seller up to the sum determined in the guarantee where the Purchaser fails to settle their obligations. The Seller shall be entitled to ask the bank to settle the obligation from the bank guarantee if the Purchaser fails to settle it.
   d) Letter of credit: the Purchaser shall be obligated to open a letter of credit account in advance so that the information from the financial institution about opening such letter of credit could be sent to the Seller in time, prior to the commencement of the performance period. After sending the goods the Seller shall submit to the financial institution the documents necessary to credit the Seller's account and debit the letter of credit account opened;
   e) Guarantee: prior to the commencement of the agreed period of performance the Purchaser shall be obligated to submit a written statement of a guarantor stating that they will accommodate the Seller in case the Purchaser fails to pay the purchase price of the goods delivered. The Seller shall reserve the right to decide whether to accept or not the guarantor recommended by the Purchaser. Where the guarantee was submitted and the Purchaser fails to pay the purchase price for the goods delivered even after being called by the Seller in writing to do so, the Seller shall be entitled to call the guarantor to settle the obligation.

60) The Purchaser shall be obligated to submit the financial statements on request by the Seller's insurance company.

61) The Seller shall be entitled to have the order manufactured only after the future obligation is secured, and only then will the delivery periods come into effect.

LIABILITY FOR DEFECTS, COMPLAINTS ABOUT DEFECTS

62) The Seller's liability for defects shall exclusively apply to the defects acknowledged by the Seller.

63) In the case of acknowledged complaints the Seller shall issue to the Purchaser a letter of credit amounting to the value of the defective goods or shall replace the defective goods for defect-free ones at their own expense. Other Purchaser's claims by virtue of defective goods shall be unjustified.

64) Subject to unconditional valid legal regulations, the Seller's responsibility under the guarantee shall be excluded:
   a) If the acknowledged defects apply to less than 1% of the overall invoice value of goods delivered and accepted at once.
   b) If the goods under complaint were altered, changed or incorrectly maintained, stored, transported, handled, used inappropriately, etc.
   c) If the Purchaser did not check the suitability of the goods for an intended use prior to the usage (independent from earlier checks made on samples).
   d) If the complaint applies to the goods sold in a sale.
Subject to unconditional valid legal regulations all the Purchaser’s rights shall expire after:

a) 48 hours for evident defects (number of pieces, number of pallets, different goods, visible damage during transportation, etc.), all such defects should be marked on the delivery note by the Purchaser and signed by the Purchaser and the LKW driver, and sent to the Seller by e-mail together with photodocumentation.

b) 90 calendar days for hidden defects (surface defects, characteristics, quality, etc.) that has to be recorded, defined, identified in a professional way and sent to the Seller by e-mail together with photodocumentation.

Any complaint shall be effective only if the Purchaser maintains the tested material after testing it as well as the goods not processed, in order to enable the Seller to check and review them.

The Seller shall be discharged of the liability for damage by virtue of the guarantee if the goods under complaint are processed.

Unless the complaint is acknowledged, the purchaser shall bear all the costs disbursed by the Seller in order to settle the complaint in question.

FORC MAJEURE

The Seller shall not be liable for non-performance or incorrect performance of their obligations if such non-performance or incorrect performance was caused as a result of a force majeure circumstance. The parties agree that the term “force majeure” shall mean the following:

a) All the circumstances as a result of which performance of the order by the Seller is unable, problematic or disproportionately expensive to such extent that such performance cannot be requested from the Seller.

b) Strike, war, natural disasters, other events,

c) Shortage of the Seller’s products, materials, energies or services necessary for performance of the Purchaser’s order.

Subject to unconditional valid legal regulations the parties exclude the Seller’s liability for damage except for the damage caused willingly or through gross negligence of the Seller.

The Seller shall be obligated to inform the Purchaser within 7 days about the commencement of the force majeure circumstance.

FINAL PROVISIONS

The Purchaser shall be entitled to export the goods outside the territory of the country specified in the final order (place of delivery) only subject to the Seller’s written approval.

Without the written approval of the Seller the Purchaser shall not use the names of plant brands or business names of the Seller.

The Purchaser shall not present and offer the goods from other manufacturers and declare that they come from the Seller (brand).

The Seller shall be entitled to withdraw from the Purchase Contract in the following cases:

a) The Purchaser delays to settle the goods delivered by the Seller, and this shall apply also to partial supplies and periodical supplies. If the Seller withdraws from the Contract from this reason the Purchaser shall be obligated to pay to the Seller all the costs arisen and disbursed in order to accommodate the Seller’s contractual receivables and the lost profit in 14 days after the statement,

b) Pursuant to paragraph 17 hereof,

c) In spite of the Seller’s request the Purchaser fails to secure the liabilities, or to additionally secure the Purchaser’s liabilities resulting from the Purchase Contract,

d) Commencement of winding up the Purchaser’s company with or without liquidation, commencement of a bankruptcy proceeding against the Purchaser, bankruptcy order for the Purchaser’s assets, commencement of restructuring or clearing off the debts of the Purchaser, change of the Purchaser’s legal form, Purchaser’s insolvency or debts in excess,

e) Breach of any contractual obligation specified in paragraphs 72), 73), 74).

Withdrawal from the Purchase Contract shall be effective as of the day of delivery of the Seller’s intent to withdraw from the Contract. Withdrawal from the Contract shall not make the Seller’s claims for contractual fines, indemnification and other sanctions specified herein expire.

Where the Purchaser breaches any of the Seller’s obligation towards the Seller under the Purchase Contract or under these GBTC, the Seller shall be entitled to immediately stop performing any of its duties or obligations towards the Purchaser and such non-performance shall not be considered as a breach of the Seller’s contractual or other duties or obligations, and, at the same time, the Seller’s performance of such duties or obligations shall not be considered as delayed.

The Seller and the Purchaser agree that the law and order of the Slovak Republic shall govern the contractual relation of the parties established by the Purchase Contract, Order, Final Order and these GBTC.
At the same time the Seller and the Purchaser agree that all the possible disputes that can arise from the Purchase Contract, Order, Final Order and these GBTC and/or in connection with them shall fall under the jurisdiction of the courts of the Slovak Republic.

79) The Seller shall be entitled to process all the Purchaser’s personal data pursuant to the Act No. 428/2002 Coll. on Personal Data Protection for the purpose of the business – contractual relation with the Purchaser and the Purchaser approves it. The validity of such approval shall be unlimited. The approval can be withdrawn only where the business – contractual relation with the Seller expires.

80) If any provision of these General Business Terms and Conditions becomes ineffective, the force and effect of other provisions of these General Terms and Conditions shall not be influenced. The parties hereof undertake to interpret the disputable provisions in connection with an effective provision with as similar intended purpose as possible.

81) These General Business Terms and Conditions shall come to effect on September 01, 2011.

In Zvolen, dated August 15, 2011

Ing. Antonín Juřiček
The company executive
Bučina DDD, spol. s r.o.