



Sales and Delivery Terms for myWood Polomka Timber s.r.o. ("Seller")

1. General

These sales and delivery terms (the "Terms") are an integral part of all of the Seller's offers and contracts for the delivery of products and performance of services in both ongoing and future business relationships. Additionally applicable, to the extent that they do not contradict these Terms, are the conventions employed in timber trading, especially the "Tegernsee Conventions" in the respectively valid version with all exhibits and annexes. Deviating agreements and terms, especially purchasing terms, are binding only upon confirmation by the Seller. If two letters of confirmation with contradictory terms pass each other in correspondence, the Seller's letter shall prevail. The Seller shall collect, process, and storage personal data only to the extent necessary to perform the respective contract. The Buyer hereby gives its approval of this.

2. Offers

Offers shall be non-binding, may Contractual offers may be accepted by the Seller within four weeks from receipt. The Seller retains the right to not deliver the goods if its supplier does not deliver in a timely and proper manner, and the Buyer hereby declares its agreement with this. To be valid, all verbal agreements require the Seller's immediate written confirmation. This shall also apply to contracts concluded by the Seller's employees or sales agents. Telegraphic, telephone-based, or verbal offers shall be valid only when they correspond with the offer confirmed in writing. The foregoing terms shall not apply to stipulations which are made after conclusion of the respective contract.

3. Prices

Unless otherwise agreed upon individually in writing, pricing terms are ex warehouse or ex Seller's place of shipment, respectively, excluding packaging, protective boards and underlying boards, freight, unloading charges, and, if applicable, any agreed assembly. Such items shall be invoiced separately. The Seller's price list which is valid on the respective day of delivery shall be applicable. All prices are net excluding the respective legally applicable value added sales tax, if any. When delivering to a foreign country, the Seller shall not be responsible for any applicable taxes, charges, or fees.

4. Delivery dates

Delivery dates shall be agreed upon separately. Military mobilization, war, operational interruptions which adversely may effect production or supplies, strikes, lock-outs, and other acts of God entitle the Seller to delay the delivery until the respective obstacle will have been removed or is no more existing, or, if delivery becomes entirely impossible, to refrain completely from delivery. When delivering to a foreign country, the Seller shall not be responsible for any unforeseeable official import or export limitations.

Four weeks after the Seller misses a non-binding delivery date or a non-binding delivery deadline, the Buyer may demand in writing that the Seller shall be required to effect the corresponding deliveries within a reasonable deadline. After fruitless elapse of such deadline, the Seller shall be in default. Any legal consequences shall be based on applicable statutory laws and these Terms.

5. Place of performance

Place of performance for delivery shall be the Seller's place of business or, at the Seller's option, the place of delivery; place of performance for payments shall be the Seller's place of business. Deliveries made ex place of destination of Buyer or ex destination designated by Buyer are conditional upon the existence of a road suitable for heavy commercial trucks. Unloading shall always be performed without delay by the Buyer and at its costs. The Buyer shall always assume the delivery risk, even when the parties agree that freight cost are borne by the Seller. Transportation insurance shall be only obtained at the Buyer's cost if explicitly requested by the Buyer. When deliveries are made ex delivery place of destination, the Buyer or recipient shall, upon request by the Seller, pay for the freight charges without discounts at the time of delivery.

6. Default of acceptance

In the event of Buyer's default of acceptance, the Seller shall have the option of either withdrawing from the respective contract after the fruitless elapse of a reasonable deadline set by the Seller, or to proceed with a covering sale, or to insist upon performance.

7. Warranty

The Seller shall assume liability for defects in accordance with the applicable statutory laws. Unavoidable and natural board shrinkage caused by drying shall not be considered a defect.

8. Complaints

Complaints based on recognizable defects shall be reported immediately after their detection. To this end, products shall be inspected immediately after delivery. If a defect of a hidden nature becomes apparent only at a later stage, the respective notification shall then be made immediately after discovery. If no written complaint is submitted to the Seller, the respective product shall be regarded as accepted, unless the defect was not detectable. If damages incurred during transportation are found upon arrival of the goods, a written confirmation which shall serve as documentation for a subsequent damage claim to be filed against the freight forwarding company, must be obtained from the said company prior to any unloading of the respective delivery. The same shall apply when goods are transported by ship or rail.

9. Payments

Payments shall be made in full without losses or any deductions within 30 days from the date when the respective shipment has been made available for shipment at the place of storage. The purchase price shall be due without requiring special further written notice at the date deriving from the invoice date. In the event of non-payment upon such date, the consequences of default shall take effect. In the event of default in payment, the amount owed shall bear interest at a rate of 10 percentage points above the base interest rate of the National Bank of Slovakia applicable at that time. Payments made by means of bills of exchange or checks shall be effective only after their acceptance by the bank. The retention of payments due to any counterclaims, including those from other transactions of the Buyer, or offsetting payments with claims from the same contractual relationship, shall not be admissible unless the Seller has submitted its written approval of this.

If, after conclusion of the respective contract, the Seller becomes aware of any facts or conditions for which the Buyer is responsible and which may negatively effect its financial soundness (especially in the event of default in payment), the Seller shall be entitled to retain any advance payments that have been made. In addition hereto, the Seller has the right to declare all outstanding payments of the Seller immediately due and payable. If no payment is received from the Seller after fixing of a corresponding deadline by the Seller and the invoiced goods are ready for shipment, such goods shall be held in storage at the Buyer's expense. Costs for placing the goods in storage, warehouse rent, and fire insurance costs may be charged to the Buyer in this event. The Seller shall not be obligated to obtain insurance for such goods. In the event no payment has been made for the invoiced, ready to be shipped goods after the Buyer has been notified in writing and a corresponding deadline has elapsed fruitlessly, the Seller shall be able to withdraw from the respective contracts. To the extent that the Seller's goods from the contractual relationship are still available, the Seller shall be entitled to immediately claim those back or to recollect those at the Buyer's expense or by duly authorized representatives.

10. Delivery

a) The goods shall be delivered under the following terms:

b) Seller shall retain title to all goods delivered to the Buyer until full payment of all of the Seller's claims against the Buyer has been effected. Such claims shall include future claims which arise from any cause, especially failure to pay in full for the delivered goods (goods subject to retention of title - hereinafter "Retention Goods", retention of title according to § 445 of the Slovakian Commercial Code).

c) The Buyer is entitled to resell or otherwise dispose of the Retention Goods in the course of its normal business. As a result, the Buyer's revenues (invoiced amount including value added sales tax, if any) from the resale of the Retention Goods shall be assigned to the Seller and this shall occur regardless of whether the Retention Goods were resold without or after processing, and whether they were connected or mixed with other objects, and whether they were resold to one or several buyers. The so assigned claim shall serve as security for the Seller, however limited to the value of the respectively sold Retention Goods. The assignment is excluded only in the event of a resale the course of actual current accounts transactions.

d) In the event that the Buyer sells the Retention Goods together with other goods which do not belong to the Seller, whether without or after processing, then the assignment of the purchase-price shall apply only in the amount equal to the value of the respective Retention Goods. At the request of the Seller, the Buyer shall store the Retention Goods separately and process and sell them separately from other goods.

e) The Buyer shall remain entitled to collect the corresponding claims from the resale until the Seller's prohibition thereof, which can be initiated and take effect at any time. The Seller's collection right shall be unaffected by the Buyer's collection right. However, the Seller undertakes not to collect the claims as long as the Buyer properly fulfills its payment obligations. In the event of any payment default on part of the Buyer, or if insolvency proceedings are initiated against it, or if insolvency proceedings are not initiated because the amount in question is too small, then the Buyer shall immediately inform the Seller about the debtors of the assigned claims and notify the debtors of the respective assignment and instruct them to effect payments only to the Seller.

f) The Buyer also cedes to the Seller any rights and claims to which the Buyer may be entitled vis-à-vis its customers and authorizes the Seller to assert these claims and rights in its own name and for its own account in the amount of the claim that has arisen in accordance with the foregoing terms.

g) The Buyer shall not be authorized to assign or pledge to a third party its claims pertaining to the resale of the Retention Goods in their original or processed condition.

h) Any processing or conversion of the delivered goods shall always be considered done for the Seller. The processed goods serve as security for the Seller of the Retention Goods only in the amount of the value of the Retention Goods. If the goods are processed with other objects that do not belong to the Seller, the Seller shall be entitled to co-ownership of the new object in the same proportion as the value of the Retention Goods relative to the value at the time of the processing of all objects used during processing. In other regards, the same shall apply to the new object which emerges from the processing as applies to the Retention Goods. Such new object shall be deemed a Retention Good for the purpose of these Terms. The same applies to blending or mixing of the Retention Goods with other objects. If the goods are mixed or blended with other goods, thereby eliminating the Seller's property rights to the Retention Goods, it shall be agreed that the Buyer's property rights regarding the mixed or blended goods shall be transferred to the Seller to the extent proportionate to the value of the Retention Goods.

i) Retention Goods in their original or processed condition may be sold only in the course of regular business operations. The goods may not be pledged nor may their title be transferred for security purposes without the Seller's authorization.

j) If the Buyer has transferred or transfers the title of its inventory in whole or in part as security for a third party, then the Buyer's intention to transfer such title shall exclude the Retention Goods in their original or processed condition.

k) The Buyer shall insure the Retention Goods regardless whether processed or not against fire and theft as third party property and shall provide adequate proof hereof to the Seller at the latter's request. The Retention Goods shall be handled with proper and due care. The Buyer hereby irrevocably assigns to the Seller all of said insurance claims as long as its retention of title rights exist which derive from the terms set forth in this item 10.

l) The Seller shall be immediately notified in writing of any third-party claims and acts which relate to the Retention Goods in its original or processed condition. The notification shall include all relevant information about the third party.

m) In the event that Buyer encounters any difficulties with respect to its payment obligations, it shall only be entitled to dispose of the Retention Goods with the prior written approval of the Seller.

n) The Seller's title retention shall be conditional in that upon fulfillment of all payment claims of the Seller pertaining to the business relationship between the parties, the title of the Retention Goods shall be transferred without further requirements to the Buyer who shall then also become the owner of all claims which had been assigned to the Seller before. The Seller shall be obligated to release the security to which it is entitled in accordance with the foregoing terms to the extent that the value of the security exceeds the secured claims by more than 10 percent.

11. The laws of the Slovak Republic shall exclusively apply to these Terms. For contracts with contract partners who do not have a domestic place of venue, the place of venue shall be Brezno. However, the Seller reserves the right to file a lawsuit at the Buyer's place of venue.

12. These Terms represent the entire stipulations the Buyer and the Seller have entered into. Additional or supplementary verbal or written agreements do not exist. Counter-evidence shall not be excluded hereby. If one or several clauses of these Terms should be or become ineffective, this shall not affect the validity of the remaining clauses. The parties shall then replace the invalid term with a legally valid term whose contents come as close as possible to the economic purpose originally intended and pursued with the invalid term, if the parties had been aware of the invalidity of the said term.