

## Warranty for CETRIS® cement bonded particleboards of all variants

CIDEM Hranice, a.s. (hereinafter "the producer") gives a warranty for CETRIS® cement bonded particleboards of all variants (except for CETRIS® Hobby boards and lower quality classes) in compliance with warranty terms and conditions (see below) for the period of **fifteen years**. The warranty is given without any other document or documentation. It becomes effective at the time that a CETRIS® cement bonded particleboard is delivered to the user.

### Warranty terms and conditions

#### Article 1 - Warranty provider

1.1 This warranty is given by the producer –CIDEM Hranice, a.s., a joint stock company, Hranice I – Město, Skalní č.1088, 753 40 Hranice, Czech Republic, for products from the CETRIS manufacturing plant, Nová ulice 223, 753 40 Hranice.

#### Article 2 - Products covered by warranty

2.1 This warranty relates to CETRIS® cement bonded particleboards of all variants delivered from the production plant after May 1, 2009 (except for CETRIS® Hobby boards and lower quality classes), i.e.:

CETRIS® BASIC, or CETRIS® PROFIL – board with smooth (or profiled) surface

CETRIS® PLUS, or CETRIS® PROFIL PLUS – board with smooth (or profiled) surface painted with a priming coat

CETRIS® PD or CETRIS® PDB – floor board (or sanded floor board)

CETRIS® DOLOMIT or ETRIS® DOLOMIT NEW - board with crushed marble sand

CETRIS® FINISH, or CETRIS® PROFIL FINISH - board with smooth (or profiled) surface painted with a final coat

CETRIS® AKUSTIC - basic board with perforation.

#### Article 3 - Warranty acceptor

3.1 In the context of these warranty terms and conditions, the user is a natural or legal person who took over, paid and installed the products, directly or via a third person, for their use. If the owner of the object on which the products were installed is changed, the new owner is considered to be the user in the context of these warranty terms and conditions as well.

#### Article 4 - Scope of warranty

4.1 If the user can prove - with respect to this warranty period and restriction in Point 5 of these terms and conditions – that the relevant product had defects originated in the production process, the producer is obliged, at its discretion, either a) to replace defective products at its expense (including reasonable costs of the work related to the product replacement), b) to deliver products for replacement of defective products free of charge, c) to remove defects from products, d) to agree on refund with the user.

4.2 The producer's liability covers only products with defects caused in the production process. This liability cannot be extended to products without defects delivered together with defective products.

4.3 The producer is never liable for consequent defects or damage, including defects (damage) caused by improper transport, storage, installation, application, natural disaster, insufficient attention paid to instructions provided by the producer or their unfamiliarity. Complaints about defects which were known to the purchaser at the time when products were sold cannot be accepted.

4.4. Any change of colours and wear on the surface becoming apparent more than three years after delivery of products can be considered as consequences of climatic effects, and cannot be considered to be defects of products. Taking into account the cement base of the product, efflorescence and similar effects are not considered as defects of products.

4.5 The producer is not obliged to correct defects in another ways but only as provided in Point 4.1 of these warranty terms and conditions. Any other loss caused by a defect originated in the production process, including lost profit, lost income or time loss, is not covered. This warranty covers solely defects originated in the production process. Personal loss and any other consequent and indirect damage is not covered by this warranty.

#### Article 5 - Complaints

5.1 The user is obliged to file complaints about visual defects to the producer in writing without undue delay but not later than within 8 days after receipt of delivery, about hidden defects within 8 days after their discovering. A notice of complaint must be delivered to the producer and it must contain the product type, serial number, quantity of defective products and reason of complaint. A copy of the purchase document must be attached to every complaint. If the complaint does not contain all the said information and documents, it cannot be deemed filed validly.

5.2 If defective products are replaced or perfect products are delivered in exchange for defective products or defective products are removed as per 4.1 a), b), c), d) above, all producer's obligations ensuing from its liability as per this warranty are fulfilled and further warranty is not given for the products provided to the user within such a performance of obligations for following fifteen years but the original warranty period (15 years) continues till its expiry instead.

#### Article 6 - Disputes

6.1 If any dispute arises from this warranty, it will be settled by the appropriate commercial court.

In Hranice, on April 24<sup>th</sup> 2009



Ing. Tomáš Vavřík, General Manager of CIDEM Hranice, a.s.



Ing. Martin Klvač, Manager of CETRIS Division