

GENERAL TERMS OF TRADE FOR PURCHASE CONTRACT

Valid from 1/1/2011

BEPOF, spol. s r.o - manufacture of flat glass and mirrors, Hranice u Aše, Zahradní 492

These General Terms of Trade (hereinafter "GTT") govern mutual rights and obligations of the Seller and the Buyer in relation to supplies of Goods from BEPOF, spol. s r.o. Company.

Basic terms:

The Seller: BEPOF, spol. s r.o., ID: 182 24 652, registered office 351 24 Hranice u Aše, Zahradní 492, (hereinafter "BEPOF")

The Buyer: physical or legal entity buying Goods from BEPOF

In the event the Seller and the Buyer agree different terms and conditions from those included in GTT, their agreement shall prevail over GTT. Such agreement shall be valid only if in writing, confirmed by signatures of both the Contracting Parties.

1. Establishment of the Contractual Relationship

1.1. The trading relationship between the Seller BEPOF and the Buyer shall be established by the agreement on its subject content. Such an agreement means unconditional acceptance of the Buyer's proposal to enter into purchase contract (hereinafter "(purchase) orders"). The Seller is entitled to accept the Buyer's order within 5 working days. In case confirmation of order placed by BEPOF includes amendments, objections, limitations or other modifications, this shall mean refusal of the order and new proposal of purchase contract. Such new proposal to enter into partial purchase contract by the Seller shall be binding for 3 days.

1.2. Purchase contract shall be made at the moment when BEPOF Company unconditionally accepts order placed by the Buyer, or when the Buyer accepts new proposal of BEPOF to enter into purchase contract according to Art. 1.1. hereof.

1.3. By delivery of respective legal act to the other Contracting Party legal effects of the act related in the sense of the purchase contract, or generally applicable laws shall arise. Legal acts aimed at entering into purchase contract shall be made in writing (written order in the form of letter or fax), or via electronic mail, unless the Contracting Parties agree otherwise in specific case, always by persons authorized to execute the legal acts on behalf of the respective Party.

2. Purchase Order

2.1. By placing an order the Buyer confirms being aware of these General Terms of Trade, agreeing to the same without reservation and to this contractual relationship being governed hereby.

2.2. The Seller shall provide to the Buyer its purchase order template. The Buyer is entitled to use its own order form, but it shall include at least the following:

- indication of the type of Goods and specifications, including terms of quality (e.g. type of glass or mirror, exact dimensions, requested finish of the edges, placing and size of requested holes etc.);
- specifications of other requested finishing works (heat treatment, hardening, sanding, spray or print colour finish);
- quantity of individual sort of Goods;
- method of packaging, labelling requirements;
- delivery deadline;
- precise dispatch conditions, place of delivery - address;
- identification of the Buyer, i.e. trading name, seat or place of business, ID number, VAT ID, bank details;
- signature of the person authorized to place orders in behalf of the Buyer.

3. Price Terms

3.1. Unless agreed otherwise, the Buyer shall pay to BEPOF Company the purchasing unit price for the supplied Goods according to the applicable pricelist, multiplied by the supplied quantity, while decisive version of the Seller's pricelist is that valid on the date of delivery of the order to the Buyer.

3.2. In case of the Goods without price mentioned in the pricelist, the Buyer shall pay the price confirmed or included in confirmation of purchase order by BEPOF.

3.3. By placing an order the Buyer confirms that it knows BEPOF Company's pricelist, and agrees to the same.

3.4. BEPOF shall charge value added tax to the prices mentioned in the pricelist according to applicable regulations.

4. Payment Terms

4.1. Unless stated otherwise, the purchasing price shall be due at the delivery. For payment on the basis of pro-forma invoice (not a tax document) the purchasing price is due within 7 days from the date of delivery. For payment on the basis of tax document - invoice the purchasing price is due within the deadline mentioned in the invoice. In case of payment on the basis of pro-forma invoice BEPOF Company shall issue tax document for the Buyer within 3 working days from the date of credit of amount equal to the purchasing price of the Goods to its account at the latest. The Contracting Parties have agreed that the date of delivery of pro-forma invoice, or tax document - invoice shall be the third day from the day of sending to the Buyer.

4.2. When the place of delivery is BEPOF production plant, the purchasing price shall be due immediately at the taking of the Goods.

4.3. In the event of the Buyer's default on payment of the purchasing price for the supplied Goods, the Buyer shall be obliged to pay to the Seller contractual interest on late payment 0.05% from the amount due for every day of the default.

4.4. Should concern arise at the side of the Seller between entering into purchase contract and delivering the Goods due to the Buyer's behaviour, related to possible Buyer's failure to perform its obligation to pay duly and in time the purchasing price, BEPOF shall be entitled to request from the Buyer a sufficient assurance of payment. In case the Buyer does not provide sufficient assurance to BEPOF within set deadline, which shall not be shorter than 7 days, BEPOF shall be entitled to terminate the purchase contract. By termination of the purchase contract the claim for damages shall not be forfeit at the side of BEPOF occurring as a result of inclusion of the ordered Goods in production program.

4.5. Where the purchasing price is paid before delivery of the Goods, the ownership title to the Goods shall be transferred to the Buyer at the moment of delivery. Where the purchasing price is paid after delivery of the Goods, the ownership title to the Goods shall be

