Consent to the Auction rules and declaration of the binding nature of the submitted bid

Auction: _____

Bidder: _____

Contact:

telephone:_____

e-mail: _____

Registration date: _____

Date and time of submission of auction catalog:_____

Amounts in[1]: CZK / EUR

I want to specify the minimum/maximum amount of timber that I will purchase[1]: YES/NO

Minimal amount: _____m3

Maximal amount: _____m3

Auction catalog submitted[1]: in writing / by email

By signing below, I confirm my agreement with the auction rules, which is part of the auction catalog, and I further declare that I am aware of the binding nature of the offer submitted by me.

In _____ _____ _____

First Name and Surname

_____

Signature

1) cross out the ones that don't fit

Auction rules
for the public tender for the best bid pursuant to Sec. 1772 et seq. of the Civil Code

Start: on the first auction day at 8am at the venue
Registration of participants: on the last auction day by 12pm at the latest
Bid submission deadline / End of auction: on the last auction day by 3pm
Bid evaluation deadline: the business day following the end of the auction by 6pm at the latest; the results shall be obtained by all participants by e-mail stated in the attendance list
Auctioneer: DEBLICE - lesy s.r.o., ID: 271 03 803, with registered office at
Dymokury, Deblice 174, okres Nymburk, Zip Code 28901

I. Subject of the auction

1. The subject of the auction is timber – individual assortments as per the bid catalog.

II. Participants of the auction

1. The participant of the auction can be both a natural or a legal person who has registered and affirmed his/her consent with the auction rules, which are part of the auction catalog, by his/her signature. Acting through a legal person must be a person(s) authorized to do so.
2. A bidder shall be a registered auction participant who has presented his/her price bid for the timber auctioned within the stipulated period.
3. It is possible to exclude from the auction a person who has not paid his/her obligations towards the company DEBLICE – lesy s.r.o., or who failed to collect or pay for the auctioned timber in past auctions within stipulated periods or who failed to fill in the registration form or consent to the auction rules properly.
4. The Auctioneer reserves the right to require a deposit from new bidders or bidders who have previously paid invoices after their due date, before submission of a bid, up to the total value of the intended bid. The Auctioneer shall specify the amount of the deposit and the deadline for its receipt before the bid is submitted. Failure to pay a required deposit is grounds for rejecting the bid. The deposit shall be credited against the price of timber won at auction. Any unused deposit or balance shall be refunded no later than the first Friday following the end of the auction.

III. Course of the auction

1. After registration, the auction participant shall receive the bid catalog of the timber auctioned. The catalog shall contain under reference numbers the individual ranges of the timber auctioned, which the bidder can freely view in the auction area.
2. The movement of the participants in the handling warehouse shall be restricted by the auctioneer to the auction area where the auctioned timber is located. The participant shall be obliged to comply with OHS principles, FP principles and all instructions of the Auctioneer. He/she can be expelled from the auction area for non-compliance with them or for undisciplined conduct.
3. The registered participant shall enter in the bid catalog the bidding price for individual ranges in the purchase of which he/she is interested. The price indicated shall be for **1m3 without VAT**. **By submitting a price, the bidder confirms that they have reviewed and accepted the quality of the evaluated assortments – therefore, no claims or complaints can be made against the Auctioneer or the Owner**. Incorrectly filled in bid catalogs can be excluded from the auction.
4. The bidder shall submit the completed bid catalog to the registration palce, duly marked with the bidder's business name, or send it by email together with a duly completed and signed Consent to the Auction Rules and declaration of the binding nature of the submitted bid. Submission by email without personal attendance is permitted only for bidders who have participated in previous auctions. Bids received after the deadline may be rejected. Submitted bids are binding, except as provided in paragraph 7.
5. After the auction ends, the Auctioneer shall evaluate the submitted bids and send the results to all bidders by email no later than 6:00 p.m. on the next business day, using the email address provided at registration.
6. If the highest bid for an assortment is below the starting price, the timber owner shall decide whether to sell it. If the owner refuses the sale, the Auctioneer shall notify the affected bidder by 8:00 a.m. on the first Friday following the end of the auction. The unsold assortments shall be deducted from the total volume and value of timber won at auction.
7. For serious reasons, a bidder may submit a written request to withdraw from the auction result no later than 12:00 noon on the first Thursday following the end of the auction. Withdrawal is subject to the Auctioneer's approval and must cover all assortments won by that bidder; partial withdrawal is not permitted. If withdrawal is approved, the bidder shall pay a contractual penalty equal to 10% of the total value of the timber won by that bidder, but not less than CZK 100,000. The Auctioneer shall then re-evaluate the affected assortments without the withdrawing bidder and notify the affected participants of the revised results.
8. No written contract is concluded with the successful bidder after the end of the auction. The mutual relationship between the Auctioneer and the successful bidder shall be governed primarily by these Rules and the relevant provisions of the Civil Code.

IV. The price of the auctioned timber

1. The prices proposed by the bidders are unit prices for 1m3 without VAT. The prices are based on EXW – at the auction venue.
2. The winning price is the highest bid. If the highest bid is below the starting price stated in the bid catalog, the sale is not guaranteed; the timber owner shall decide pursuant to Article III, paragraph 6.
3. The bidder may state the minimum quantity of m3 that s/he will buy. Then, provided s/he submits the best bid for a lower quantity, all his/her bids will be forfeited.
4. The bidder may state the maximum quantity of m3 that s/he will buy. Then, provided s/he submits the best bid for a larger quantity, s/he will auction ranges with the largest difference in the bidding price in respect to the second in rank until the maximum quantity of m3 s/he has stated.
5. In the event of identical bid prices from multiple bidders, the winning offer shall be the one submitted first. In other contentious cases, the choice of procedure shall be within the competence of the auctioneer.

V. The conditions of the collection of the auctioned timber and other provisions

1. The successful bidder shall be entitled to collect the auctioned timber only after it has been paid for or after the invoice amount has been credited to the seller's account. **The invoice payment term is 10 days from the last day of the auction.**
2. The successful bidder shall pay for the timber won at auction within the invoice due date under paragraph 1 and collect all such timber no later than 5 weeks after the end of the auction.
3. The successful bidder shall notify the handling warehouse contact specified in the auction results, or call +420 773 169 640 or email martin.cizek@deblicelesy.cz, of each individual collection, the carrier, vehicle registration number and driver's name at least one business day before collection. If loading by the Auctioneer is required, the collection date must be reported no later than Thursday of the preceding week. Each individual collection must be assigned a reference number (číslo záměru) in advance by the Auctioneer or an authorized person. Timber may not be removed without this reference number.
4. If the successful bidder fails to remove the timber within 5 weeks after the end of the auction, a one-off collection and storage fee of CZK 200/m³ shall be charged for the timber not removed. If the timber has still not been removed within 8 weeks after the end of the auction, an additional storage fee of CZK 30/m³ for each further day shall be charged until removal or other settlement.
5. If the successful bidder fails to remove the auctioned timber within 5 or 8 weeks, there is another option, in case of the successful bidder's interest, of the Auctioneer purchasing the unremoved timber at a price of at least 500 CZK/m3 in the case of coniferous and soft deciduous timber and 1200 CZK/m3 in the case of hard deciduous timber. This option will be used only in case of the successful bidder's express interest and its use does not extinguish the right to claim the fee for collection and dumping of timber over 5 weeks from the end of the auction and the fee for storage of timber over 8 weeks from the end of the auction. However, if the successful bidder fails to remove the timber from the auction area by 30 June of the year in question, this option will be exercised automatically and the cuttings in question will be purchased at the prices stated above, unless otherwise agreed.
6. The seller shall bear no liability for damage incurred to the auctioned timber after the lapse of the due collection deadline.
7. The seller shall be able to load the auctioned timber onto a vehicle without a hydraulic arm, a railway wagon or another means of transport for a fee according to the timber transport price list, which shall be provided upon request.

VI. Final provisions

1. The handling of protests, objections and complaints shall be within the competence of the auctioneer.
2. The facts not stated herein shall be governed by generally binding legislation.

In Dymokury on: 1.9. 2026

DEBLICE - lesy s.r.o.
Ing. Petr Vondráček

1) cross out the ones that don't fit