

## Auction Decree

for the public tender for the best bid pursuant to § 1772 et seq. of the Civil Code

**Date of the event: 05.2. – 12.2. 2026**

**Place of the event:** Jihozápadní dřevařská a.s. - Timber yard Sušice – Nádražní 1398, 342 01 Sušice

**Start of the event:** on the first day of the auction from 8:00 a.m. at the place of the event

**Participant registration:** no later than 12:00 on the last day of the auction

**Deadline for submission of bids / End of auction:** on the last day of the auction until 15:00

**Deadline for evaluation of bids:** no later than 18:00 on the next working day after the end of the auction, all participants will receive the results by e-mail on the e-mail address given in the registration form

**Auctioneer:** JIHOZÁPADNÍ DŘEVAŘSKÁ a.s., Organisation number: 25236237, based in Sušice II, Nádražní 351, Zip code 342 01, Klatovy district, ID 58penx6, e-mail: info@jzdrev.cz

### I. Subject of the auction

1. The subject of the auction is timber - individual assortments according to the auction list.

### II. Auction participants

1. A natural or legal person may participate in the auction by registering and confirming by his/her signature his/her consent to the auction decree, which is part of the auction list. Only person(s) authorised to do so must act on behalf of the legal entity.
2. The registered participant of the auction who submits his/her price bid for the auctioned timber within the set deadline becomes the Bidder.
3. Anyone who has not paid their debts to Jihozápadní dřevařská a.s. or who has not removed or paid for the auctioned timber in previous auctions within the set deadlines, or who has not properly filled in the registration form, may be excluded from participation in the auction.

### III. Course of the auction

1. After registration, the bidder will receive a bidding list of the auctioned timber. In the list, under a sequential number, the individual assortments of the auctioned timber are listed, which the Bidder can freely view in the auction space.
2. The movement of participants in the timber yard is limited by the Auctioneer only to the auction area where the auctioned timber is located. The participant is obliged to observe the principles of occupational health and safety and fire protection. He/she may be banned from the auction area for failure to observe them and for disorderly behaviour.
3. The registered bidder fills in the auction list with the binding bid price for the individual assortments he is interested in purchasing. **He/she indicates the price per 1m<sup>3</sup> excluding VAT.** The Bidder is obliged to mark each sheet of the auction list with his business name and sign it. Incorrectly completed auction lists may be excluded from the auction.
4. The completed auction list, duly marked with the Bidder's business name, shall be handed in by the Bidder to the registration point or the auction list shall be handed in by e-mail with a duly completed and signed Consent to the Auction Notice and a declaration of the binding nature of the submitted bid. The submission of bids is limited to the deadline for the submission of bids, after which bids may not be accepted for evaluation. Bids submitted are binding and cannot be withdrawn after the deadline for submission.
5. The Auctioneer will evaluate the submitted bids after the deadline for the submission of bids. The result of the auction with the announcement of the best bids will be sent to all Bidders by the deadline.
6. The Auctioneer is entitled to reject all bids if all bids are lower than the starting price.
7. A written contract is not concluded with the successful Bidder after the auction has ended. The relationship between the Auctioneer and the successful Bidder shall be governed in particular by this Decree and the relevant provisions of the Civil Code.

#### **IV. Price of the auctioned timber**

1. The prices proposed by the Bidders are unit prices per 1m<sup>3</sup> excluding VAT. Prices are in EXW parity - at the auction place.
2. The auctioned price is the highest bid. The bid may be lower than the starting price indicated in the auction list, but then the sale is not guaranteed (see article III. par. 6).
3. The Bidder may specify a maximum quantity of m<sup>3</sup> to be purchased. Then, if he places the best bid for a larger quantity, he will auction the lots with the largest difference in bid price compared to the second highest bidder, up to the maximum quantity of m<sup>3</sup> indicated by him.
4. In the event of equal bid prices from multiple Bidders, the bid from the Bidder with the higher total value wins. In other disputed cases, the Auctioneer shall be responsible for the choice of procedure.

#### **V. Conditions for hauling of auctioned timber and other provisions**

1. The successful Bidder has the right to take the auctioned timber only after it has been paid resp. the invoiced amount has been credited to the auctioneer's account. The due date for payment of invoices is 14 days from the date of invoice.
2. The successful Bidder is obliged to remove the auctioned timber within 14 days of payment.
3. If the successful Bidder fails to remove the auctioned timber within 14 days of payment (or fails to pay within the deadline), the Bidder will be charged a fee for landfill of timber in the amount of 50,- CZK/1 m<sup>3</sup> for each day beyond the specified deadline for the removal of timber.
4. The Auctioneer shall not be liable for any damage to the auctioned timber after the due date for removal.
5. The Auctioneer is able to load the auctioned timber onto a transport vehicle without a hydraulic arm, a railway wagon or another transport vehicle for a fee according to the timber transport price list - to be provided on request.

#### **VI. Final provisions**

1. The Auctioneer is responsible for dealing with protests, objections and complaints.
2. The facts not stated are governed by generally binding regulations.

In Sušice on: 05.01.2026

Jihozápadní dřevařská a.s.  
Ing. Miroslav Michna – director