

1. APPLICATION

1.1. These General Purchasing Conditions apply on any and all agreements for delivery of goods to Rubena a.s. and other subsidiaries in CGS group of companies.

2. DEFINITIONS

2.1 In the Purchase Agreement the following definitions shall have the meaning set out below.

2.2 "Rubena" means Rubena a.s. with its registered office at Hradec Králové, Akademika Bedrny 531/8a, Věkoše, Postal Code 500 03, Czech Republic.

2.3 "Defective Part" means any Part or Parts not meeting the requirements set out in Sections 11.

2.4 "Delivery Plan" is a document, whether in electronic form or on paper, that set out the quantities and delivery dates and other delivery information for Parts that Rubena expects to request delivery of within a certain period of time.

2.5 "Field Actions" means any activity Rubena initiates on Products in order to address quality or safety issues, compliance with legal requirements or customer concerns. Field Actions includes but is not limited to product recalls and service campaigns.

2.6 Intellectual Property Rights" means trademarks, trade dress, patents, copyrights, know-how, trade secrets and industrial design rights.

2.7 "Order" means a Purchase Order or a Tooling Purchase Order.

2.8 "Parts" means parts, systems, components or raw material that Rubena orders and the Supplier supplies to Rubena.

2.9 "Party" or "Parties" means the parties to the Purchase Agreement.

2.10 "Product" means the product in which a Part is, or is intended to be, incorporated.

2.11 "Purchase Agreement" is an agreement between Rubena and the Supplier for the purchase by Rubena of goods from the Supplier as defined in an Order confirmed by the Supplier and/or Purchase Contract issued by Rubena and agreed by both parties.

2.12 "Purchase Order" is a document, in paper or electronic form, issued by Rubena to the Supplier for the purchase of Parts.

2.13 "Supplier" means the party to a Purchase Agreement that supplies, or is intended to supply goods to Rubena.

2.14 "Rubena's Portal" means the internet home page <http://www.rubena.eu> and any subsequent replacement of the same.

2.15 "Technical Specifications" means documentation provided or referred to by Rubena which describes the Part's or Typebound Tooling's shape, function, material content and/or any other requirement on the Part or Typebound Tooling.

2.16 "Tooling Purchase Order" is a document issued by Rubena to the Supplier for the purchase of Typebound Tooling.

2.17 "Typebound Tooling" means any and all tools, jigs, fixtures, dies, moulds, models and/or other equipment, including related software, specifically manufactured or adapted for manufacture or quality control of Parts.

2.18 "Rubena Procedures" means any procedures or instructions issued by Rubena or published on or under the Rubena's Portal.

2.19 Terms defined in these General Purchasing Conditions shall have the same meaning in all documents being part of the Purchase Agreement, unless the context expressly provides otherwise.

3. CONCLUSION OF A PURCHASE AGREEMENT AND CONTRACTUAL DOCUMENTS

3.1 A Purchase Agreement is concluded between Rubena and the Supplier when Rubena has issued an Order and/or Purchase Contract to the Supplier.

3.2 Rubena accepts no liability for parts (including components or raw material for the manufacture of those parts), that have not been ordered, in writing, by Rubena, and in accordance with this Section 3.

3.3 An Order incorporates these General Purchasing Conditions.

3.4 A Purchase Agreement includes these General Purchasing Conditions and may include the following documents:

Purchase Order, Purchase Contract, Tooling Purchase Order, Technical Specifications, Price Agreement, Warranty Charter, and Delivery Plan according to Section 7.1. and other agreed documents. With respect to such documents, a subsequently issued document shall prevail over a previously issued one.

3.5 In the event of a conflict between the documents which constitute a part of the Purchase Agreement, The Purchase Order shall prevail, unless otherwise expressly agreed in a specific document.

3.6 No terms or conditions submitted by the Supplier shall apply unless accepted in writing by Rubena.

4. NON-EXCLUSIVE SUPPLY

4.1 The Supplier is not the exclusive supplier of the Parts.

5. INFORMATION

5.1 The Supplier shall on a regular basis provide Rubena with such information that may be of importance for Rubena in order to evaluate the relationship with the Supplier and/or such information that Rubena reasonably may request, included but not limited to any information about the Parts and/or the Supplier that may be needed to provide authorities with for the import or export of the Parts.

5.2 If the Supplier enters into composition proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent, the Supplier shall immediately inform Rubena thereof.

6. CONFORMITY WITH ORDER

6.1 The Supplier shall supply Parts in accordance with the Technical Specifications and terms of the Purchase Order.

6.2 Rubena reserves the right to modify the Technical Specifications of a Part. Any change in price or other conditions resulting from this shall be agreed upon in writing prior to the commencement of delivery by the Supplier.

6.3 The Supplier shall supply Typebound Tooling ordered by Rubena in accordance with the terms of the Tooling Purchase Order and/or Purchase Contract. If Rubena has issued Technical Specifications for the Typebound Tooling, the Supplier shall supply the Typebound Tooling strictly in accordance with such Technical Specifications.

6.4 Rubena reserves the right to modify the Technical Specifications of Typebound Tooling, and the Supplier shall immediately modify the Typebound Tooling according to the new Technical Specifications. Any change in price or other conditions resulting from the change in Technical Specifications shall be agreed upon in writing prior to performing any change on the Typebound Tooling.

7. ORDERED QUANTITY AND CAPACITY, DELIVERIES AND COMPENSATION FOR CANCELLED PURCHASES

7.1 Rubena normally issues Delivery Plan(s) for the Parts. The Delivery Plans set out the quantities and delivery dates for Parts that Rubena expects to request delivery of within a certain period of time. Firm requests for delivery of Parts, including the fixing of the exact quantity and delivery time, is made either as part of the Delivery Plan or in the Order. Only what Rubena explicitly has stated, in writing issued to the Supplier prior to the delivery in question, to be a firm request for delivery shall be deemed to be a firm request for delivery.

7.2 Any quantity included in the Delivery Plan that exceeds what is a firm request for delivery of Parts shall be considered a forecast only and shall not be binding on Rubena. However, the Supplier is obliged to maintain such production and delivery capacity so that deliveries can be made in accordance with the forecast quantity in the Delivery Plan.

7.3 The Supplier shall guarantee a yearly minimum production capacity amounting to 1.3 times the expected annual requirements or, if not available, the requirements specified when the Order and/or Purchase Contract was placed.

7.4 The Supplier shall immediately inform Rubena if there is a risk of non compliance with the most recent Delivery Plan issued by Rubena. Recognizing that time is of the essence, the Supplier will take all necessary actions, both ordinary and extraordinary, to ensure timely deliveries.

7.5 In the event of a late delivery of a Part, Rubena is entitled to (i) completely or partly terminate the purchase of the Part and of other Parts which Rubena does not consider having any use of due to the late delivery, and (ii) make substitute purchases from other suppliers. The Supplier shall indemnify Rubena against, and hold Rubena harmless from, any costs, losses and damages incurred or arising out of or relating to the late delivery.

7.6 The supplier agrees to a penalty for undue delay of delivery, such penalty shall relate to the total delivery unless alternative delivery dates and/or quantities are agreed in writing by Rubena prior to the due delivery date. The penalty amount shall be 0.05% of the total contract price for each calendar day of delay, however, as a whole shall not exceed 5% of the total contract price. Payment of the contractual penalty does not relieve the Supplier from the obligation to compensate for all damages arising from the undue delay of delivery and to provide the agreed delivery.

7.7 Should Rubena cancel, wholly or partly, or fail to purchase a quantity of a Part for which Rubena's Order is firm in accordance with Section 7.1, Rubena shall compensate the Supplier for reasonable costs relating to such cancelled quantity. In calculating such costs the Supplier shall not receive compensation to the extent that the Part -or components, semi-manufactured items or raw materials intended for it -can be used for other deliveries to Rubena or another party, or for another purpose. Rubena's obligation to compensate for cancellations is conditional upon the Supplier submitting specified claims for compensation in writing not later than six (6) weeks after the Supplier should have been able to establish the costs relating to the cancelled quantity, but not later than within three (3) months as of the day of cancellation of the Order

7.8 In all cases unless otherwise agreed in writing, all goods for delivery shall be at the risk of the Supplier until delivered to Rubena.

8. PRICE AND PAYMENT

8.1 The purchase price for individual Parts is specified in the Purchase Agreement and/or Order.

8.2 Invoices shall be payable within net 90 days from the date of execution of taxable performance and interest on late payment shall be up to a maximum of 0,01 % for every day of delay.

8.3 The price for Parts stated in the Purchase Agreement and/or Purchase Contract shall, subject to Sections 8.4 below, apply until the Parties agree on a new price in writing. Unless otherwise agreed in writing, the price stated for any Part shall be a fixed price, inclusive of all duties, levies, fees and taxes in the country of origin of the Parts.

8.4 The Supplier shall during the term of the Purchase Agreement provide Rubena with Parts that are competitive in terms of price, quality, delivery and technical function. If Rubena considers that the Supplier's delivery of one or more Parts is no longer competitive in relation to price, quality, delivery and/or technical function, Rubena shall supply the Supplier with information supporting its belief. The Supplier and Rubena shall in good faith discuss how to make the Part competitive.

8.5 The Supplier undertakes to supply a complete cost breakdown (including but not limited to labour, material and amortization) and the price of all the basic components of any Part.

8.6 All invoices shall be correctly addressed, without being marked for the attention of any individual, and include all other information that is required by Rubena.

8.7 Remittance of payment shall not imply any acceptance of the delivery or of the invoiced amount.

8.8 The Supplier and Rubena will jointly pursue cost reduction opportunities for the duration of the Purchase Agreement and will reflect the achievements of such opportunities in price reductions to Rubena.

8.9 Without prejudice to Rubena's other rights and remedies, Rubena may deduct from any payments due to the Supplier the amount of any bona fide contra accounts or other claims which Rubena may have against the Supplier.

8.10 Rubena will not accept blanket price increases from a Supplier unless otherwise agreed in writing.

8.11 The price for Parts shall be the same for all entities within the CGS Group of companies.

9. DELIVERY AND PASSING OF TITLE

9.1 The delivery terms shall be in accordance with last version of INCOTERMS. Unless otherwise agreed, in writing, the delivery clause shall be DDP RUBENA's factory or named point specified in the Order.

9.2 The Supplier shall pack the Parts in accordance with instructions provided by Rubena.

9.3 Unless otherwise set out in the Purchase Order, title in the Parts will pass to Rubena upon delivery to the delivery location which shall be the ramp of the goods receiving area in Rubena and payment of the goods has been made by Rubena. The delivery note shall be considered a necessary document for take-over or delivery of the goods and must include the following data: The Supplier's and Rubena's trade names and addresses, Rubena's order No., date of shipment; delivery note No., number of quantity units, quantity/unit, type and number of packages, stamp and signature of the Supplier, licence number of the carrier's vehicle.

10. WARRANTIES FOR PARTS, SUITABILITY FOR INTENDED USE

10.1 The Supplier warrants, for a period of two years (unless a longer period is agreed) from the date the Parts are delivered to the end-user, that: all Parts delivered under the Purchase Agreement (i) shall conform to the Technical Specifications and to any samples approved by Rubena; and (ii) shall be free from defects in title, materials, workmanship, manufacture and design (to the extent the Supplier, its employees, agents, contractors and/or vendors are responsible for the design) and (iii) shall be fit and sufficient for their intended use. For deliveries of Parts to Rubena, to be used in Products sold in the United States of America, the abovementioned warranty period shall be three years from the date the Parts are delivered to the end-user, unless otherwise agreed in writing by Rubena.

10.2 The Supplier shall immediately inform the relevant goods receiver and the responsible purchasing department at Rubena of any Defective Parts, discovered or anticipated which have been dispatched to Rubena.

10.3 The Supplier shall ensure it has obtained all information on the intended use of, application of and other conditions affecting the Parts. Rubena shall upon request from the Supplier provide all information, which Rubena in its sole discretion deems relevant for the design, development and/or manufacturing of the Parts.

10.4 Rubena's personnel may from time to time render assistance and/or give suggestions and/or opinions to, or affect an exchange of, information with the Supplier's personnel concerning the Parts to be furnished under an Order ("Assistance"). Rubena is not obliged to provide such Assistance and the provision by Rubena of such Assistance shall not create any liability for Rubena and shall not in any way limit the Supplier's liability to fully perform its obligations under the Purchase agreement. Moreover any Assistance provided by Rubena shall neither grant the Supplier authority to change the relevant Parts or any provisions of an Order or the Purchase Agreement, nor shall any Assistance constitute a change binding upon Rubena unless issued as an amendment in accordance with the Purchase Agreement. In all cases, and as acknowledged by the Supplier, Rubena is relying upon the Supplier's knowledge and expertise in performing all work regarding the Parts to be furnished under the Purchase Agreement.

10.5 The supplier shall be aware that all parts supplied to the Automotive Industry must comply with the applicable quality standards (ISO, QS, TS, VDA, IMDS) and agrees that a quality systems audit may be carried out at any time, with at least five (5) days notice, by Rubena and/or a Customer of Rubena.

10.6 The Supplier undertakes to supply Parts for the specified period for spare parts deliveries, i.e. 10 years, Rubena shall notify the Supplier in writing of the date of ending the series production.

11. LIABILITY FOR DEFECTS OR OTHER NON-CONFORMING DELIVERIES

11.1 In the event a Part does not fulfill the requirements set out in Section 10 (a Defective Part), then Rubena shall be entitled to (i) demand immediate rectification, or (ii) demand immediate delivery of substitute Part(s).

11.2 If any Defective Part or Parts which contribute to any risk of production disturbances at Rubena and/or The Customer of Rubena or delivery disturbances from Rubena cannot be repaired or replaced by the Supplier immediately, Rubena and/or The Customer of Rubena shall be entitled, without obtaining the Supplier's consent and at the latter's expense, to make the necessary repair work including but not limited to: Field Actions, labour, replacement, assembly and disassembly, detection and analyze, or completely or partly terminate the purchase of the Part and other such Parts that Rubena does not consider having any use of due to the defect or shortcoming, and also, to undertake substitute purchases from other supplier(s).

11.3 In addition to what is set forth in Sections 11.1 and 11.2 above, the Supplier shall compensate Rubena for any loss or damage arising out of or relating to the Defective Part including but not limited to costs (including reasonable attorney's and expert's fees) for any Field Actions, labour, replacement, assembly and disassembly, detection and analyze, scrapping and transportation to Rubena and/or its end-users.

11.4 If due to a delivery of a Defective Part Rubena considers it necessary to inspect all Parts of the same kind delivered by the Supplier, Rubena shall be entitled, after giving the Supplier notice thereof, to make such inspection at the latter's expense and without the latter's approval if the Supplier does not respond to the notice given within 48 hours (two (2) working days). The notice shall describe the nature of the defect as well as the time and place of the inspection. If possible, the Supplier shall be present at the inspection.

11.5 In the event that a delivery does not contain the quantity specified in the Order, Rubena shall be entitled to demand immediate rectification and the Supplier shall compensate Rubena for all costs arising out of or relating to the delay or shortfall in delivery. If the Supplier delivers a quantity either in excess of 5% of Rubena's ordered quantity or earlier than the delivery date, without prior consent in writing from Rubena, Rubena shall not be responsible for taking delivery of, storing or maintaining such Parts and shall further be entitled to return any excess or prematurely delivered quantity to the Supplier at the latter's expense and/or receive compensation from the Supplier for storage costs, taking into account that even negative quantity deviation exceeding 5% of the delivery or absence of the required documents (certificates etc.) are considered to be the serious defect of the delivery.

11.6 If Rubena accepts Parts that do not conform to the terms of the Purchase Agreement this will not relieve the Supplier of its obligations to correct any such non conformance or preclude Rubena from any remedy under the Purchase Agreement.

11.7 If a Part does not fulfill the requirements set out in Sections 10.1 and 8.4 and the Parties are unable to arrive at a mutually acceptable solution within thirty days after Rubena's notification, then Rubena shall have the right to terminate the Purchase Agreement to the degree that it concerns the Part.

11.8 The Rubena 'Supplier Quality Assurance Manual' is an inherent part of the Rubena Purchasing Conditions. This document is published on Rubena's Portal

12. WARRANTIES FOR TYPEBOUND TOOLING ORDERED BY RUBENA

12.1 The Supplier warrants that: all Typebound Tooling purchased and/or delivered (i) shall conform to the Technical Specifications, if issued; and (ii) under this Purchase Agreement shall be free from defects in title, materials, workmanship, manufacture and design and (iii) shall be fit and sufficient for their intended purpose, including without limitation that they will be capable of producing the relevant Parts in the volume projected by Rubena.

12.2 The Supplier also undertakes to maintain all Typebound Tooling necessary for production or testing of the goods supplied to the Automotive Industry in perfect condition for the whole period of serial production and in accordance with section 10.6.

13. SUPPLIER'S PRODUCTION

13.1 The Supplier shall in respect of design, development, production, installation and service comply with the applicable requirements of a quality system approved by Rubena.

13.2 The Supplier shall always strive to improve the production process. Rubena shall be entitled, after reasonable notification, to inspect the Supplier's production of a Part or Parts, perform tests and make other necessary examinations at the Supplier's premises, including evaluating any risks for interruption in the supply of Parts as well as safety related issues. The Supplier shall endeavour to obtain the same rights for Rubena at the premises of its suppliers,

14. TESTING

14.1 The Supplier shall, prior to commencement of serial production of a new or changed Part, manufacture and perform quality control of samples in accordance with Rubena's applicable requirements.

14.2 Once a sample has been approved, alteration of the Function, appearance, characteristics, material, production method, place of manufacture, Typebound Tooling or other equipment which may affect the Part and/or repairs to Typebound Tooling or other equipment which may affect any characteristic of the Part may be done only after written approval on each occasion from the responsible department at Rubena. Delivery may thereafter be made only after renewed approval of a sample.

14.3 If Rubena rejects a sample, the Supplier shall make rectification so that the requirements referred to in Section 10.1 are fulfilled and reimburse Rubena's costs for verification testing of the Part after such rectification.

14.4 Rubena's approval of samples shall not affect the Supplier's liability and obligations in accordance with the Purchase Agreement.

15. RELOCATION OF PRODUCTION

15.1 The Supplier has been selected by Rubena based on, among other things, Rubena's expectations on the Supplier's ability to manufacture and deliver Parts with required quality and otherwise in accordance with the Purchase Agreement. Therefore, the Supplier may not relocate the production of a Part, wholly or partly, without Rubena's written consent. Such consent, if given, is without prejudice to Rubena's continued rights to require compliance by the Supplier with the Purchase Agreement. If, as a result of such approved relocation of the production of a Part, the Purchase Agreement will be fulfilled by another entity than the Supplier, the Supplier shall ensure that such other entity accepts (prior to or simultaneous to said relocation, naming Rubena as a third-party beneficiary in writing) to be bound, in relation to Rubena, by all terms and conditions in the Purchase Agreement; the Supplier shall however also continue to be responsible for the fulfillment of the Purchase Agreement.

16. CODE OF CONDUCT, ENVIRONMENTAL CONCERN

16.1 The Supplier undertakes to comply with Rubena's Environmental Requirements. This document is published on the Rubena's Portal.

17. TYPEBOUND TOOLING OWNED BY RUBENA OR THE CUSTOMER OF RUBENA

17.1 Typebound Tooling referred to in a Tooling Purchase Order issued by Rubena is owned by Rubena or The Customer of Rubena. No payment(s) will be made for Typebound Tooling until such Typebound Tooling has been approved by Rubena and/or The Customer of Rubena, unless otherwise agreed in writing by Rubena and/or The Customer of Rubena

17.2 The Supplier shall supply (prior to approval) Rubena with (but not limited to) a general assembly drawing of Typebound Tooling owned by Rubena or The Customer of Rubena.

17.3 The Supplier shall mark Typebound Tooling owned by Rubena or The Customer of Rubena in such a way that ownership is clearly shown and shall inform insurers as to the fact of ownership. The Supplier shall establish a register, accessible to Rubena or The Customer of Rubena of all Typebound Tooling and, upon Rubena's request, certify ownership of the Typebound Tooling to third parties and/or Rubena.

17.4 The Supplier may not use Typebound Tooling owned by Rubena or The Customer of Rubena for the production and/or supply of any goods or services to any other party.

17.5 The Supplier is solely responsible for and at the Suppliers cost:

-Maintaining the Typebound Tooling, including its repair or replacement, in the condition necessary to produce the Parts and be responsible for all wear and tear;

-Housing the Typebound Tooling and insure them against loss or damage, even if it occurs despite the Supplier's exercise of due care;

-Keeping the Typebound Tooling identifiable as Rubena's or The Customer of Rubena's property.

17.6 Typebound Tooling may not be destroyed or scrapped without Rubena's or The Customer of Rubena's written consent. Typebound Tooling that is the subject of Intellectual Property Right(s) may furthermore not be copied without the consent of the owner of such Intellectual Property Right(s). Upon Rubena's request, all Typebound Tooling, drawings and other materials shall be returned to Rubena or The Customer of Rubena.

18. TYPEBOUND TOOLING OWNED BY THE SUPPLIER

18.1 The Supplier shall bear the cost of developing, manufacturing, maintaining and renewing all Typebound Tooling used in the production of Parts ordered by Rubena.

18.2 If Rubena has any Intellectual Property Rights in Typebound Tooling, the Supplier may not use such Typebound Tooling for the production and/or supply of any goods or services to any other party.

18.3 If the Supplier enters into composition proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent, the Supplier shall immediately inform Rubena thereof. The Supplier undertakes to assist Rubena in acquiring the Typebound Tooling which is necessary to manufacture the Parts. If the Typebound Tooling is covered by Intellectual Property Rights owned by Rubena, the Supplier shall immediately inform the trustee, receiver or other accredited person(s) of Rubena's Intellectual Property Rights to Typebound Tooling. The Supplier shall return to Rubena all document transmitted regarding the development, the manufacturing and maintenance of the Typebound Tooling and the Parts (e.g.: drawings, technical documents).

18.4 In case of termination of the Purchase Agreement for a Part, Rubena is entitled to acquire the ownership of all Typebound Tooling, used solely for production to Rubena and/or Rubena Subsidiaries of such Part, against payment of market value. The Supplier hereby certifies that the Supplier at all times will be able to fulfill its obligations in this respect.

19. INTELLECTUAL PROPERTY RIGHTS

19.1 The Supplier may only use the Intellectual Property Rights of Rubena, whether such Intellectual Property Rights are in Parts or in Typebound Tooling, for the production and supply of Parts to Rubena and may not use such Intellectual Property Rights for the production and/or supply of any goods or services to any other party.

19.2 If Rubena pays, or otherwise compensates the Supplier for development or design work initiated by Rubena for Parts or Typebound Tooling, any Intellectual Property Rights arising from such work shall accrue to Rubena, and, all drawings for Parts or Typebound Tooling relating to the compensation shall become the property of Rubena.

19.3 Rubena and the Supplier may in a separate document agree on the ownership to and remuneration for Intellectual Property Rights resulting from design and/or development work performed by the Supplier.

19.4 The Supplier warrants that the Part or its use does not infringe the Intellectual Property Rights of any third party. The Supplier will indemnify and hold Rubena harmless against all claims for that may be brought against Rubena arising of Intellectual Property Rights of the third party.

19.5 The Supplier shall not use any corporate name or trademarks belonging to or licensed to Rubena other than as instructed by Rubena in writing.

20. PRODUCT LIABILITY AND INSURANCE

20.1 The Supplier shall defend, indemnify and hold Rubena harmless from and against any and all loss, liability, cost and expense (including reasonable attorney's and expert's fees) arising out of a claim that a defect in the manufacture of the Parts, including defects in material and/or manufacturing processes or techniques, caused personal injury or loss of, destruction or damage to property. This agreement of indemnification includes the Supplier's responsibility for all judgments or settlement amounts which may otherwise be or become the responsibility of Rubena.

20.2 This agreement of indemnification shall inure to the benefit of Rubena, its officers, directors, successors and assigns. The Supplier shall, at Rubena's request, assist Rubena in disputes in which Rubena could become involved by reason of such alleged defects and if required by Rubena take on the conduct of any dispute.

20.3 Neither Rubena nor the Supplier will file cross-claims or third party complaints against the other in product liability litigation without notifying the other Party in advance. Where practicable, notice should be given sufficiently in advance to allow thorough discussion of alternatives to such filing.

20.4 If there is a risk of a Product causing personal injury or property damage due to a Part being a Defective Part such that Rubena decides to perform a Field Action, the Supplier shall compensate Rubena for its costs in conjunction with such Field Action, including but not limited to costs (including reasonable attorney's and expert's fees) for labour, replacement, assembly and disassembly, detection and analyze, scrapping and transportation to Rubena and/or its end-users.

20.5 The Supplier shall enter into and maintain an adequate product liability insurance policy during the period of the Purchase Agreement and shall at Rubena's request also supply Rubena with a copy of the insurance certificate.

21. FORCE MAJEURE

21.1 "Force Majeure" shall mean all events which are beyond the control of the Parties, and which are unforeseen, unavoidable or insurmountable, and which were not known at the acceptance of an Order and which prevent total or partial performance by either Party. Such events shall include earthquakes, typhoons, flood, war, epidemics, civil disturbances, and any other event which cannot be foreseen, prevented or controlled. For the avoidance of doubt, strikes, lock-outs or other industrial action or disputes solely related to the Supplier and/or its subcontractors or agents shall not be deemed as events of Force Majeure.

21.2 If an event of Force Majeure occurs, a Party's contractual obligations affected by such an event shall be suspended during the period of delay caused by the Force Majeure and the period for performing such obligations shall be extended, without penalty, for a period equal to such suspension.

21.3 The Party claiming Force Majeure shall promptly inform the other Parties in writing and shall furnish within ten (10) days thereafter evidence of the occurrence and expected duration of such Force Majeure.

21.4 In the event of Force Majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure. If the consequences of the Force Majeure event continue for a period of thirty (30) days without a solution acceptable to both Parties, the Party that is not subject to Force Majeure shall be entitled to immediately terminate the relevant Purchase Agreement.

22. LEGAL REQUIREMENTS

22.1 Each party shall comply with all applicable Czech laws and regulations relevant to the performance unless otherwise defined in the Purchase Agreement. This will include but not be limited to the Supplier's obligation to treat dangerous goods in accordance with all applicable laws and regulations.

23. EXPORT CONTROLS AND ORIGIN

23.1 If any Part, or component therein, which the Supplier delivers to Rubena is subject to national export or control regulations in those countries where the Supplier produces the Part or those countries from which the components originate, the Supplier shall be obliged, prior to the Parties agreeing on the Technical Specification, to notify Rubena in writing thereof and of the scope of the export restrictions.

23.2 The Supplier shall be obliged to deliver all assistance, information or certificates needed by Rubena for custom clearance for any Part or component therein, which the Supplier delivers to Rubena

23.3 The Supplier shall upon delivery supply Rubena with an export certificate or its equivalent containing among other things details of the origin of a Part delivered and -in relevant instances -its EC-or EEA-value.

23.4 The original, EC-or EEA-value of a Part may not be altered without the prior written consent of Rubena.

24. CONFIDENTIALITY

24.1 All information, equipment, know-how and technical documentation, including electronically stored data and computerized geometries, to which a Party has obtained access through the Parties business relationship, shall for the duration of the Purchase Agreement and for ten (10) years thereafter be treated as confidential and may not be used for any purpose other than for the deliveries to Rubena. The information may not be shown to or in any other way communicated to or used by others than such personnel of either of the Parties that are directly involved in the implementation of the deliveries to Rubena. Copying or reproduction of such confidential information is permitted only within the framework of the fulfillment of a Party's obligations and with regard to the applicable copyright laws and regulations. However, the confidentiality undertaking outlined above shall not apply to information which is (i) known to the public other than by breach of this Agreement, (ii) information which a Party can show was in its possession before receiving it from the other Party, and (iii) information which a Party receive from a third party without restraints as to the disclosure thereof.

24.2 Information which a Party is required to disclose by reason of law or order of a court of a competent jurisdiction may however be disclosed for such purpose. The Party requested to disclose such information shall beforehand notify the other Party of any such requirement and consult with the other Party regarding the manner of such disclosure.

The Party disclosing information pursuant to this Section shall, as far as is legally possible, require the receiver of the information to treat it confidential as required in Section 24.1

24.3 The Supplier may not make public the business relationship of the Parties through advertising or in any other way without prior written consent from Rubena.

24.4 The Supplier shall at Rubena's request either return or destroy everything referred to in Section 24.1 including copies thereof.

25. WAIVER

25.1 No waiver by either Party of any breach of the Purchase Agreement shall be considered a waiver of any subsequent breach of the same or any other provision.

26. SEVERABILITY

26.1 In the event that any provision of the Purchase Agreement should become invalid due to e.g. legislation, only the said provision shall be considered invalid while the remaining provisions shall remain in force. The Parties shall in such a case immediately conclude a new agreement that replaces the invalid provision and as far as is possible ensures through its content an equivalent result.

27. TERM OF THE AGREEMENT

27.1 The Purchase Agreement shall be valid for an indefinite period of time.

27.2 The Purchase Agreement may be terminated by either Party by written notice to expire twelve (12) months from receipt of the termination notice unless otherwise agreed by Rubena in writing.

27.3 The Purchase Agreement can also be terminated in accordance with, Sections 8.4, 11.7 and 24.1 above with a termination period of 90 (ninety) days, and section 21.4

27.4 In addition to the above, a Party is entitled to terminate the Purchase Agreement with immediate effect and without any liability for compensation due to such termination if: the other Party enters into composition proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent; or the other Party is acquired by a competitor of the Party seeking termination.

27.5 Without limitation of the survivability of any provisions hereunder which by their nature would reasonably be construed as surviving any expiration or termination of any Purchase Agreement, the provisions of Sections 10,11,12,19,20 and 24 will survive the expiration or termination of this Purchase Agreement.

28. AMENDMENTS

28.1 Any amendment to this Purchase Agreement shall be made separately, in writing, and signed by authorized representatives of both Parties.

29. LANGUAGE

29.1 Should the General Purchasing Conditions be translated into another language than Czech or English, the Czech or English version shall prevail in case of inconsistency.

30. DISPUTES

30.1 All disputes arising from the Purchase Agreement and in connection with it shall be finally decided with the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic by three arbitrators in accordance with the Rules of that Arbitration Court.