

I Introductory Provisions

- The legal relations between the Purchaser and the Seller are subject to these General Purchasing Terms and Conditions. Any additional agreements, amendments and supplements must be made in writing. No other general business terms and conditions apply even if they are not contrary hereto.
- The objects of purchase must meet the Purchaser-defined specifications, requirements or assignments as per the documents supplied by the Purchaser to the Seller. Such specifications and requirements are the "guaranteed properties" of the objects of purchase, unless an exception is given by the Purchaser expressly in writing in individual specifications and requirements.

II Contractual Relationship

- Any order must be made on a standard form of the Purchaser. Purchase contracts (order and acknowledgement) and order cancellations, as well as any amendments or supplements thereto must be made in writing. Cancellations may also be effected via a long-distance data transfer.
- If the Seller fails to acknowledge an order within one week of its delivery, the Purchaser has the right to cancel the order. The cancellation is made in writing and delivered to the known address of the Seller or by fax. Order cancellations are binding at the latest at the moment of not being refused by the Seller within one week after delivery.
- The Purchaser may require that the Seller changes the object of purchase in design and workmanship. Any consequences thereof, particularly those concerning cost decrease or increase, as well as delivery terms, should be addressed adequately in mutual agreement in the form of a written supplement to the order or purchase contract.
- The Purchaser has the right to withdraw from the purchase contract if:
 - The Seller is unable to meet the delivery terms in accordance with the order and agreed terms and conditions, has supplied defective goods repeatedly, has been in delay in deliveries repeatedly, has become insolvent, a petition of bankruptcy has been filed on the Seller, etc.
 - The Seller breaches the provisions of these General Purchasing Terms and Conditions.

III Payments, Payment Terms and Invoicing

- If the Seller supplies the object of purchase to the Purchaser free from any defect, it has the right to invoice the supplied goods on the last day of the month in which the goods have been delivered. If the object of purchase is taken over sooner, the due date will be governed by the agreed term of delivery.
- The payment will be made by bank transfer. Any change to the maturity term must be agreed by both parties. The Purchaser has the right to charge any differences resulting from variations in price or quantity immediately to the account of the Seller and set them off against the next issued invoice. The same procedure will be applied to any changes made in prices with retrospective effect.
- If defective goods are delivered, the Purchaser has the right to suspend the payment until due fulfillment.
- The Seller has no right to assign or transfer its receivables from the Purchaser to be received by any third parties without the prior written consent of the Purchaser.
- The Seller will take part in mutual agreement concerning claims and obligations.

IV Claims

If the Purchaser detects any deviations from the order and/or the delivery note / handover record such as differences in quantity, qualitative deficiencies or damage due to transport, it has the right to return or accept the delivery without losing its legal titles.

V Confidentiality Maintenance

- The contracting parties undertake to handle as trade secret all economic and technical details, except for public ones, they have learned through the mediation of their business relations.
- No drawings, models, templates, specimens and similar things may be handed over or otherwise disclosed to unauthorized third parties. Any duplication of such things is admissible only within operating requirements and provisions about copyrights.
- All subcontractors must be bound accordingly.
- The contracting parties may only use their business relation in advertising after having obtained prior written consent.

VI Delivery of Goods / Materials / Services

The agreed deadlines, terms and quality are binding. The date of goods / material / service (the "goods") receipt by the Purchaser is decisive for keeping the delivery deadline or term. The Seller shall prepare the goods in time, taking into account the times usually required for loading and shipping. Deliveries are carried out as instructed by the Purchaser. The Seller shall attach the following accompanying documents to the goods being supplied:

- As for a domestic supplier: delivery note including required particulars, such as quantity, order number, goods description, etc.;
- As for foreign supplier: delivery note, invoice, customs documents and goods certificate of origin. If no goods certificate of origin is included, such delivery will be deemed incomplete and the Purchaser will have the right to suspend the payment for goods delivery in accordance with Art. III. The Seller has the obligation to settle the damages incurred by its failure to supply the goods certificate of origin. INCOTERMS 2000 apply to all business clauses.

VII Delay in Goods Delivery

The Seller shall indemnify the Purchaser for any loss due to delay according to legal regulations, unless the contract or the order provide expressly otherwise.

VIII Force Majeure

Any acts of God, strikes, rebellion, provisions of authorities and other unexpected, irreversible and material events will relieve the contracting parties from their obligations to fulfil during the period of duration of such events and within the scope of their effect. This applies also to the cases when such events occur at the moment the affected contracting party is in delay. The contracting parties have the obligation, if possible, to provide required information immediately and to adapt in good faith their obligations to the changed situation.

IX Quality and Documentation

- Every goods delivery must be free from any defects. The Seller is responsible for the quality of the objects of delivery and undertakes to carry out and keep effective quality assurance measures and documentation and to document the same to the Purchaser.
- The objects of delivery must correspond always to the pertinent latest state of competition and take into account the latest state of the art. The Seller will inform the Purchaser without being prompted about the current situation. If deviations occur, both parties will start negotiations aiming at their ability to compete with the competitors. In addition, the Seller shall inform the Purchaser of the changes it plans to implement in the process of goods production and/or inspection.
- The Seller has the obligation to provide the Purchaser with the possibility to make sure that quality assurance measures are applied as required and that the obligation to keep records related thereto is complied with. For this purpose, the Seller will enable the Purchaser to inspect at any time and in agreement the production and inspection facilities, as well as the production and inspection documentation. The provisions of Art. 5 apply in full to confidentiality maintenance.
- The following documents serve as a base for the assessment and determination of the required scope of quality assurance measures:
 - In supplies of basic (direct) materials
 - Quality Assurance Agreement
 - Certificates of ISO and VDA standards - quality assurance in automotive industry
 - Technical delivery terms: TL-VW, PAPP, APQP, CSN, Product Specification, Quality Certificate
 - In supplies of chemical substances
 - Certificates of ISO and VDA standards - quality assurance in automotive industry
 - Technical delivery terms: TL-VW, PAPP, APQP, CSN, Product Specification, Quality Certificate
 - Safety Data Sheets - safety data specifications of materials in terms of personal and environmental protection and handling dangerous substances.
 - Other
 - Operating instructions, user manuals, project documentation
 - Other quality documents

X Warranty

- If defective goods are supplied, the Seller will have the possibility reserved before starting production (processing or assembly) to sort, repair or re-supply the parts first, of course if this is acceptable for the Purchaser. If the Seller cannot carry out the above or if it fails to secure a remedy immediately, the Purchaser may withdraw from the contract within the scope of the defectively fulfilled delivery and return the goods at the risk of the Seller. In urgent cases and in agreement with the Seller, the Purchaser may carry out the measures by itself or have them done by a third party. The expenses incurred by the Purchaser in relation to deliveries of defective goods will be borne by the Seller. If the same goods are supplied defective repeatedly, the Purchaser has the right to withdraw also from unrealized deliveries on the occasion of another repeated defective delivery after having served a written notice.

- If a defect is detected only after starting production, the Purchaser may, in addition to the provisions of Clause 1 above, claim compensation of any extra costs incurred. In urgent cases, the Purchaser may carry out the measures by itself or have them done by a third party and re-charge them to the Seller.
- The parts to be replaced by the Seller must be made available to the Seller by the Purchaser on Seller's demand and at Seller's expense.
- The warranty will lapse 24 months after the time of starting the use or after assembly, however 30 months at the latest after delivery to the Purchaser.
- No warranty claims will be due if a defect has occurred by non-compliance with the operating, maintenance or installation instructions, unsuitable or improper use, incorrect or negligent handling, and common wear and tear, as well as interventions by the Purchaser or any third person in the object of delivery. Unless provided above otherwise, the warranties are subject to legal regulations.

XI Liability

- If no other liability arrangement is provided anywhere in these General Purchasing Terms and Conditions, the Seller has the obligation to compensate the loss incurred by the Purchaser directly or indirectly as a result of a defective delivery, breach of the statutory safety regulations or other legal reasons attributable to the Seller.
- If a claim based on an unlimited liability is applied against the Purchaser according to a right non-assignable to third persons, the Seller will act towards the Purchaser within the scope of its immediate and unlimited liability. Applicable legal regulations will be applied in the settlement of any damage between the Seller and the Purchaser. The same applies to any case of direct title against the Seller.
- The obligation to pay damages will not be realizable if the Purchaser limits effectively its liability towards its customers in accordance with applicable legal regulations. In doing so, the Purchaser will seek to arrange liability limitation as legally admissible also in favour of the Seller.
- The claims of the Purchaser will be excluded when a loss occurs due to the Purchaser's failure to comply with operation, maintenance or assembly instructions, incorrect or unprofessional use, wrong or negligent handling, natural wear and tear, or faulty repair.
- The Seller is fully responsible for justified measures taken by the Purchaser to prevent damage (such as collection actions).
- In the event that the Purchaser intends to apply a claim with the Seller according to the provisions above, it will inform and consult the Seller immediately. The Purchaser must give the Seller a chance to verify the case of damage. The contracting parties will agree the measures to be taken, particularly in settlement negotiations.

XII Protective Rights and Product Marking

- The Seller is responsible for the goods supplied to the Purchaser as a whole and in individual items thereof not breaching any industrial rights (concerning patents and utility or industrial designs) of any third party and not being burdened with any rights of any third parties both inland and abroad.
- The Seller has the obligation to inform the Purchaser of making use of all of its own patents and utility or industrial designs and of making the licensed use of any patents and utility or industrial designs of third parties in the goods supplied to the Purchaser. Such licences must make it possible to export the goods to all exporting countries of the Purchaser.
- The Seller relieves the Purchaser and its customers of all claims from making use of such protective rights. This does not apply if the Seller produces the objects of delivery according to drawings, models or other similar specifications or data supplied by the Purchaser and does not know or, in connection with products it develops, may not know of having thus breached any protective rights.
- The contracting parties undertake to inform each other immediately of any detected risks of breach or any alleged cases of breach and to give each other a possibility to proceed against such claims in mutual agreement.
- The Seller will inform the Purchaser on its request about any use of published own or licensed protective rights and applications for protective rights concerning the object of delivery. The Seller may not use the solutions and procedures which are the intellectual property of the Purchaser for any purposes other than the production of goods for the Purchaser. The Seller may not file any application for registration of an invention and utility or industrial design to any solution which is the intellectual property of the Purchaser and has been provided to the Seller in documents or has occurred in relation to a development order of the Purchaser or in consulting the experts of the Purchaser. The Seller may neither recognize nor award any such solution even as an improvement proposal. If the Seller acquires any protective rights in contradiction with the provisions of the previous Clause, it has the obligation to transfer such rights to the Purchaser immediately and free of charge.
- The Seller shall place marks or symbols as instructed by the Purchaser on designated goods or packages being supplied.

XII Use of Purchaser's Means of Production and Confidential Data

The models, moulds, templates, designs, tools and other means of production, as well as other confidential data provided or fully paid by the Purchaser to the Seller may not be used to deliver to any third parties without the prior written consent of the Purchaser. The Seller undertakes not to sell the goods which are the object of delivery to the Purchaser and specific for use in the products of the Purchaser to any third parties without the consent of the Purchaser. The Seller has the obligation to inform the Purchaser of the place of using the tools and/or its intention to relocate the tools to other production site. The Seller has the obligation to inform the Purchaser of any ownership rights of any third parties to the tools. If the Seller intends to sell or otherwise appropriate the tools, it has the obligation first to offer the same for purchase by the Purchaser. Tool maintenance and replacement are paid for by the Seller.

XIII General Provisions

- The Seller and the Purchaser declare that they know all the legal regulations and standards quoted in these General Purchasing Terms and Conditions. The Purchaser will inform the Seller of any changes in these documents.
- The Seller shall respect the principles and comply with the health protection and safety (BOZP) and environmental protection (ŽP) regulations and arrange training in them by a competent engineer of the Purchaser. The Seller acknowledges that any person appointed by the Seller to deliver the object of order should, when entering the premises of the Purchaser, familiarize himself with the "BOZP and ŽP principles" applicable in the premises, confirm the same with his signature and respect them during his stay in the premises. The Seller shall submit to the Purchaser a list of materials used to perform its activities. Further, the Seller undertakes to dispose in an ecological manner (i.e. according to the principles of environmental protection) of any waste resulting from the delivery after having finished its works in the premises of the Purchaser or, as agreed with the Purchaser, to make use of the waste disposal system of the Purchaser.
- The Seller shall assure and demonstrate to the Buyer that his employees and sub-contractors are fully aware of and are working in accordance with the health and safety laws and regulations in force as well the instructions of the Buyer and the Saint-Gobain EHS Charter and Recommendations. The Buyer reserves the right to monitor the Seller's health and safety arrangements including those of any subcontractor. Representatives of the Buyers shall be afforded unrestricted access and facilities at all reasonable times and at the appropriate location to carry out this monitoring activity. If the Seller's health and safety arrangements comply with the laws and regulations hereinabove, the Buyer will bear the cost and expense of such monitoring, but if the Seller do not comply with these laws and regulations, then the cost and expense of such monitoring will be borne by the Seller. Should the Seller and/or its subcontractors fail to perform any of the terms and conditions hereinabove and fail to remedy such failure immediately, then the Buyer shall have the right to stop all due payments and/or to terminate the contract in whole or in part and may consider such failure as a breach of contract and shall be further relieved from accepting any undelivered items. Buyer expressly retains all its rights and remedies provided by law in case of such breach and no action by Buyer shall constitute a waiver of any such right or remedy.
- If any provision of these General Purchasing Terms and Conditions or of any other concluded agreements is or becomes ineffective, the effectiveness of the remaining parts of the contract will remain unaffected. The contracting parties shall replace the ineffective provision by another arrangement having, if possible, a comparable economic effect.
- The following institutions will be competent in all disputes occurring between the Seller and the Purchaser in relation to orders, claims, payments for deliveries or interpretation of these General Purchasing Terms and Conditions:
 - The Municipal Court in Prague for the sellers having their seats in the Czech Republic;
 - The court having jurisdiction in Aachen for the sellers having their seats abroad.

The law of the Czech Republic applies to the sellers having their seats in the Czech Republic, while the law of FRG applies to those having their seats abroad. The use of the provisions of the UN law of purchasing of 11 April 1980 (The Convention of the United Nations Organization on International Goods Purchase Contracts) and of the German international private law is excluded.

The text of these General Purchasing Terms and Conditions in Czech language is decisive for the sellers having their seats in the Czech Republic, while the text hereof in German language applies to those having their seats abroad.