



GENERAL PURCHASING CONDITIONS

1. APPLICATION

1.1 These General Purchasing Conditions apply on any and all agreements for delivery of parts for SICO silicone s.r.o.

2. DEFINITIONS

- 2.1 In the Purchase Agreement, the following terms shall have the meaning set out below.
- 2.2 "SICO silicone" means SICO silicone s.r.o. with its registered office at Velké Poříčí, Náchodská 449, Postal Code 549 32, Czech Republic.
- 2.3 "Defective Goods" means any Part or Parts not meeting the requirements set out in Section 11.
- 2.4 "Delivery Plan" is a document, whether in electronic form or on paper, which sets out the quantities and delivery dates and other delivery information for Parts that SICO silicone expects to request delivery of within a certain period of time.
- 2.5 "Field Action" means any activity SICO silicone initiates with respect to Products specified in the Order with the aim of addressing quality or safety issues, compliance with legal requirements or customer interests. The Field Action includes but is not limited to product recalls and service campaigns.
- 2.6 "Intellectual Property Rights" means trademarks, patents, copyright, know-how, trade secrets and industrial design.
- 2.7 "Order" means a Purchase Order or a Tooling Purchase Order.
- 2.8 "Parts" means parts, systems, components or raw materials that SICO silicone orders and the Supplier supplies to SICO silicone.
- 2.9 "Party" or "Parties" means the parties to 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 SICO silicone and the Supplier for the purchase of Parts by SICO silicone from the Supplier as defined in an Order and as confirmed by the Supplier.
- 2.12 "Purchase Order" is a document, in paper or electronic form, issued by SICO silicone to the Supplier for the purchase of parts.
- 2.13 "Supplier" means the party to a Purchase Agreement that supplies, or intends to supply parts to SICO silicone.
- 2.14 "SICO silicone Portal" means the internet domain <http://www.sicosilicone.cz> or other domains that may replace the SICO silicone Portal.
- 2.15 "Technical Specifications" means documentation provided or referred to by SICO silicone which describes the substantial content of Parts, their shape, function and/or any other requirement on Parts.
- 2.16 "Tooling Purchase Order" is a document issued by SICO silicone to the Supplier for the purchase of Typebound Tooling.
- 2.17 "Typebound Tooling" means any and all tools, inventory, matrices, moulds, models and/or other equipment, including related software, specifically manufactured or adapted for manufacture or quality control of Parts.
- 2.18 "SICO silicone Procedures" means any procedures or instructions issued by SICO silicone or published on the SICO silicone Portal.
- 2.19 The 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 SICO silicone and the Supplier when SICO silicone delivers an Order to the Supplier and the Supplier notifies SICO silicone of acceptance of such Order and/or Purchase Agreement.
- 3.2 SICO silicone accepts no liability for Orders of Parts or components that have not been approved in writing 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 to the scope of their published wording and may also include the following documents: Order, Technical Specifications, Tooling Purchase Order, Price Agreement, Warranty Agreement, and Delivery Plan according to Section 7.1. and/or 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 Order shall prevail, unless otherwise expressly agreed in a specific document.
- 3.6 No commercial terms submitted by the Supplier shall apply unless they are accepted in writing by SICO silicone.

4. NON-EXCLUSIVE SUPPLY

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

5. INFORMATION

- 5.1 The Supplier shall provide SICO silicone on regular basis with such information that may be of importance for SICO silicone in order to evaluate the relationship with the Supplier and/or such information that SICO silicone reasonably may request, including but not limited to any information about the Parts and/or the Supplier that may be needed for provision to relevant authorities for the purpose of importing or exporting 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 SICO silicone thereof.

6. CONFORMITY WITH THE ORDER

- 6.1 The Supplier shall supply Parts in accordance with the Technical Specifications and terms of the Order.
- 6.2 SICO silicone reserves the right to modify the Technical Specifications of Parts. 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 SICO silicone in accordance with the terms of the Tooling Purchase Order and/or Purchase Agreement. If SICO silicone has issued Technical Specifications for the Typebound Tooling, the Typebound Tooling shall strictly comply with such Technical Specifications.
- 6.4 SICO silicone 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 to the Typebound Tooling.

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

- 7.1 SICO silicone normally issues Delivery Plan(s) for the Parts. The Delivery Plans set out the quantities and delivery dates for Parts that SICO silicone 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 SICO silicone has explicitly stated in writing 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 for SICO silicone. However, the Supplier is obliged to maintain such production and delivery capacity so that deliveries can be made in accordance with the forecast quantity specified in the Delivery Plan.
- 7.3 The Supplier shall immediately inform SICO silicone if there is a risk of non-compliance with the most recent Delivery Plan issued by SICO silicone. Recognizing that time is of the essence, the Supplier will take all necessary actions, both ordinary and extraordinary, to ensure timely deliveries.
- 7.4 If the Supplier is unable to deliver the Parts on time, SICO silicone is entitled to (i) completely or partly withdraw from the agreement on the purchase of the Parts which SICO silicone will consider unnecessary due to the late delivery, and (ii) make substitute purchases from other suppliers. The Supplier shall indemnify SICO silicone for damage caused by the late delivery.
- 7.5 In addition to the compensation for damage, the Supplier is obliged to pay a contractual penalty for late delivery, the amount of which is determined by the value of the entire late delivery, except in cases where the parties agree in writing on alternative delivery dates. The amount of the contractual penalty is set at 0.05% of the delivery price for each day of delay, up to a maximum of 5% of the delivery value. Payment of the contractual penalty does not relieve the Supplier from the obligation to compensate for all damages arising from late delivery and the obligation to deliver the Parts.
- 7.6 If SICO silicone cancels the Order, in whole or in part, or fails to make a purchase in the quantity corresponding to SICO silicone's Order pursuant to Section 7.1, SICO silicone shall be obliged to reimburse the Supplier for the reasonable costs associated with the cancellation of the Order. In calculating these costs, the Supplier shall not be entitled to claim compensation if the Parts or components, semi-finished products or raw materials that were intended for the manufacture of the Parts can be used for other supplies to SICO silicone or to a third party. SICO silicone's obligation to indemnify for cancellation of an Order is subject to the submission of a written request with calculation of claims within six (6) weeks from the date on which the Supplier could have determined the amount of damages in relation to the cancelled delivery, but no later than three (3) months from the date on which the Order was cancelled.
- 7.7 Unless otherwise agreed, the Supplier shall bear the risk of damage to or loss of the Parts until the moment of their delivery to SICO silicone.

8. PRICE AND PAYMENT

- 8.1 The price for the Parts is specified in the Purchase Agreement and/or Purchase Order.
- 8.2 Invoices are due 90 days from the date of their delivery to SICO silicone and default interest shall not exceed 0.01% for each day of delay.
- 8.3 The Purchase Price set forth in the Purchase Order or the Purchase Agreement, subject to the provisions of Section 8.4 below, shall apply until the Parties agree in writing on a new price. Unless otherwise agreed in writing, the price set for the Parts is the final price, including all taxes, duties, fees, etc. in the country of origin of the Parts.
- 8.4 During the term of the Purchase Agreement, the Supplier shall provide the Parts that are competitive in relation to price, quality, delivery dates and technical parameters. If SICO silicone believes that Supplier's supply of Parts is no longer competitive in terms of price, quality, delivery time and/or technical characteristics of the Parts, SICO silicone shall provide the Supplier with information supporting its belief. The Supplier and SICO silicone shall discuss in good faith how to make the Parts competitive.
- 8.5 The Supplier undertakes to provide a full breakdown of cost (including labour, material and depreciation) and price of all essential components of the Parts.
- 8.6 All invoices are to be properly addressed, without naming any person, and must include all other information required by SICO silicone.
- 8.7 The remittance of payment does not constitute acceptance of the delivery or invoiced amount.
- 8.8 The Supplier and SICO silicone agree to jointly take advantage of opportunities to reduce the production prices throughout the term of the Purchase Agreement and will reflect these opportunities in price reductions for the deliveries to SICO silicone.
- 8.9 Without prejudice to SICO silicone's other rights and options, SICO silicone may set off its outstanding claims against the Supplier in good faith.
- 8.10 SICO silicone will not accept unjustified price increases by the Supplier unless otherwise agreed in writing.

9. DELIVERY AND TRANSFER OF OWNERSHIP TITLE

- 9.1 The binding delivery date must be confirmed by the Supplier together with the Order confirmation, always within 3 (three) working days from the date of delivery of the Order to the Supplier.
- 9.2 The agreed delivery terms shall be interpreted in accordance with "INCOTERMS" 2000. Unless otherwise agreed, the delivery clause shall be the "DDP" SICO silicone plant or other place specified in the Order.
- 9.3 The Supplier shall pack the Parts in accordance with the instructions issued by SICO silicone.
- 9.4 Unless otherwise specified in the Order, the ownership title to the Parts shall pass to SICO silicone upon delivery to the delivery point specified in the Order, which is the unloading ramp at the location designated by SICO silicone for receipt of the goods and upon payment of the price of the Parts. The delivery note shall be deemed to be a document necessary for the proper acceptance of the Parts and shall contain the following information: the business names of the Supplier and SICO silicone and

their addresses, SICO silicone order number, date of shipment, delivery note number, quantity of the Parts, quantity/number of locations, type and number of packages, Supplier's stamp and signature, and the license plate number of the carrier's vehicle.

10. WARRANTIES FOR THE PARTS, SUITABILITY FOR INTENDED USE

- 10.1 The Supplier warrants for a period of two years (unless a longer period is agreed upon) from the date of delivery of the Parts to the end user that all Parts delivered under the Purchase Agreement (i) conform to the Technical Specifications and all samples approved by SICO silicone; and (ii) are free from legal defects, defects in materials, workmanship, manufacture; and (iii) are fit and sufficient for their intended use. In the case of delivery of Parts to be used for the manufacture of or for use in products sold in the United States of America, the warranty period shall be three years from the date of delivery of such products to the end user, unless otherwise agreed in writing.
- 10.2 The Supplier shall inform the End Customer and the responsible person of the SICO silicone Purchasing Department in the event of discovery or suspected delivery of a defective Part to SICO silicone.
- 10.3 The Supplier shall ensure that it has received all information about the intended use of the Parts and other products affecting the Parts. SICO silicone shall provide, upon Supplier's request, all information that SICO silicone, in its sole discretion, deems substantial for the development and/or manufacture of the Parts.
- 10.4 SICO silicone's employees may at any time provide support and/or make suggestions and/or ideas or influence the exchange of information with the Supplier's employees regarding the use of the Parts to be supplied under the Order ("Support"). SICO silicone will not be obliged to provide any support and the provision of such support by SICO silicone shall not create any liability for SICO silicone and shall in no way limit Supplier's responsibility to fully perform its obligations under the Purchase Agreement. In addition, the Support provided by SICO silicone does not grant the Supplier an authority to change any provision of the Order or the Purchase Agreement, nor shall any support constitute a change binding on SICO silicone unless issued as an amendment in accordance with the Purchase Agreement. In all cases and as acknowledged by the Supplier, SICO silicone relies on Supplier's knowledge and qualifications to perform all work in relation to the Parts to be delivered under the Order.
- 10.5 The Supplier acknowledges that the Parts are supplied to the automotive industry and thus must conform to applicable quality standards (ISO, QS, TS, VDA, IMDS) and agrees a quality audit conducted by SICO silicone or SICO silicone's customer at any time upon SICO silicone's request upon five (5) days' notice.
- 10.6 The Supplier undertakes to supply the Parts even after the discontinuation of mass production of such Parts, i.e. for the period of 10 years; SICO silicone shall inform the Supplier in writing about the time of mass production discontinuation.

11. LIABILITY FOR DEFECTS OR OTHER NON-CONFORMING DELIVERIES

- 11.1 If the Parts do not meet the requirements set forth in Section 10 (Defective Goods), then SICO silicone shall be entitled to (i) require immediate remedy or (ii) require immediate delivery of replacement Parts.
- 11.2 If the Defective Goods cannot be repaired or replaced without delay or if there is a risk of limitation or suspension of SICO silicone's production, SICO silicone shall be entitled, without obtaining the Supplier's consent, to make the necessary repairs or to cease purchasing Parts and other such Parts in whole or in part and to make replacement purchases from other suppliers at the Supplier's expense.
- 11.3 In addition to what is set out in Sections 11.1 and 11.2 above, the Supplier shall indemnify SICO silicone for any loss or damage arising out of or relating to the supply of the Defective Goods, including but not limited to the costs (including reasonable legal costs) of any recall campaign, labour, replacement, assembly and disassembly, examination and analysis, scrapping and transportation to SICO silicone and/or end users.
- 11.4 If, due to the delivery of Defective Goods, SICO silicone deems it necessary to inspect all Parts of the same type delivered by the Supplier, SICO silicone shall be entitled, after notifying the Supplier, to carry out such inspection at the Supplier's expense without the Supplier's approval in the event that the Supplier fails to respond to the notification within 48 hours (2 working days). This notification must include a description of the nature of the defect as well as the time and place of the inspection. If possible, the Supplier should be present at the inspection.
- 11.5 In the event that the delivery does not contain the quantity specified in the Order, SICO silicone shall be entitled to demand immediate rectification and the Supplier shall reimburse SICO silicone for all costs arising from the delay or failure to deliver or the costs relating thereto. If the Supplier delivers a quantity that either exceeds by 5% the quantity ordered by SICO silicone or delivers it earlier than the delivery date without the prior written consent of SICO silicone, SICO silicone shall not be liable for accepting the delivery, storing or maintaining such Parts and shall further be entitled to return any excess or prematurely delivered quantity to the Supplier at the Supplier's costs and/or to claim reimbursement of storage costs, provided that even delivery of a quantity in excess of less than 5% is and/or the absence of any required documents (certificates, etc.) shall be considered a material breach of the delivery conditions.
- 11.6 The fact that SICO silicone accepts Parts that do not conform to the terms of the Purchase Agreement shall not relieve Supplier of its obligations to correct such nonconformity nor preclude SICO silicone from exercising any remedies under the Purchase Agreement.
- 11.7 Should the Supplier breach the provisions of Sections 10.1 or 8.4 and the parties fail to reach an agreement within 30 days of SICO silicone's notification, then SICO silicone shall have the right to withdraw from the Purchase Agreement insofar as it relates to the Part.
- 11.8 The "Quality Assurance Manual" document forms an integral part of this Agreement and is available on the SICO silicone's Portal.

12. LIABILITY FOR TYPEBOUND TOOLING ORDERED BY SICO SILICONE

- 12.1 The Supplier undertakes that the Typebound Tooling purchased by and supplied to SICO silicone (i) shall conform to the Technical Specifications, if issued; (ii) shall be in accordance with the Purchase Agreement and shall be free from any defect in ownership title, material, workmanship, manufacture and design; and (iii) shall be fit for the purpose. The Supplier shall also ensure the ability to produce Parts in the quantities required by SICO silicone.
- 12.2 The Supplier agrees to maintain all Typebound Tooling required for the manufacture or testing of Parts supplied to the automotive industry in perfect condition throughout the period of mass production and in accordance with the provisions of Section 10.6.

13. SUPPLIER'S PRODUCTION

- 13.1 The Supplier shall comply with the applicable requirements of the SICO silicone approved quality system in relation to the development and manufacture of the Parts.
- 13.2 The supplier always strives to improve the production process. SICO silicone shall be entitled, upon reasonable notice, to inspect the Supplier's production, conduct tests and perform other necessary testing at Supplier's premises, including evaluation of the risk of interruption of the supply of Parts, as well as safety issues. The Supplier undertakes to ensure that SICO silicone has similar rights on the premises of its suppliers.

14. TESTING

- 14.1 Prior to commencing mass production, the Supplier shall perform quality inspection of samples in accordance with the applicable testing requirements of SICO silicone.
- 14.2 Once a sample is approved, changes to the properties, material, manufacturing method, and/or manufacturing location, that may affect the Parts, may only be made with written approval from SICO silicone. Deliveries can then only take place after renewed approval of the sample.
- 14.3 If SICO silicone rejects a sample, the Supplier shall take corrective action to meet the requirements of Section 10.1 and shall reimburse SICO silicone for the cost of retesting the Part after such correction.
- 14.4 SICO silicone's approval of the sample shall not affect the Supplier's liability and obligations under the Purchase Agreement.

15. TRANSFER OF PRODUCTION

- 15.1 The Supplier has been selected by SICO silicone, among other things, due to SICO silicone's expectations regarding the Supplier's ability to deliver the Parts that are of the required quality and that comply with the Purchase Agreement. For this reason, the Supplier may not transfer production, in whole or in part, to a third party without the written consent of SICO silicone, and if such consent is granted, SICO silicone will be entitled to require that the Parts conform to the Purchase Agreement. If, as a result of transfer of production of the Parts, the Purchase Agreement will be performed by a person other than the Supplier, the Supplier undertakes that such person shall accept (prior to or simultaneously with the transfer) in relation to SICO silicone all the terms and conditions contained in the Purchase Agreement, but the Supplier shall not be relieved of its responsibility for the performance of the Purchase Agreement.

16. CODE OF CONDUCT, ENVIRONMENTAL CARE

- 16.1 The Supplier undertakes to comply with the environmental protection requirements of SICO silicone. This document is published on the SICO silicone Portal.

17. TYPEBOUND TOOLING OWNED BY SICO SILICONE OR SICO SILICONE'S CUSTOMER

- 17.1 The tools subject to the Tooling Purchase Order are the property of SICO silicone or SICO silicone's customer. The Supplier is not entitled to issue a tax invoice for the Typebound Tooling until such Typebound Tooling have been approved by SICO silicone or by the customer of SICO silicone.
- 17.2 The Supplier undertakes (prior to such approval) to deliver to SICO silicone (among other things) a plan for the installation of the Typebound Tooling owned by SICO silicone or the SICO silicone's customer.
- 17.3 The Supplier undertakes to mark the Typebound Tooling owned by SICO silicone in such a way as to ensure the awareness of SICO silicone's ownership. The Supplier shall keep records, accessible to SICO silicone and SICO silicone's customers, of the Typebound Tooling and shall be obliged to prove ownership to a third party or SICO silicone upon request by SICO silicone.
- 17.4 The Supplier shall not use the Typebound Tooling owned by SICO silicone or SICO silicone's customer to manufacture or supply Parts or services to a third party.
- 17.5 The Supplier is obliged at its own expense:
 - to maintain the Typebound Tooling, including repair and replacement of parts, in a condition necessary to produce the Parts and bear the costs associated with normal wear and tear;
 - to ensure suitable storage and insurance against the risk of damage or loss, notwithstanding the acts or omissions of the Supplier;
 - to ensure permanent identification of the Typebound Tooling as the Typebound Tooling owned by SICO silicone or SICO silicone's customers.
- 17.6 The Typebound Tooling may not be destroyed or defaced without the prior written consent of SICO silicone or the SICO silicone's customer. The Typebound Tooling is subject to the intellectual property and therefore no copies of the Typebound Tooling may be made without the prior written consent of the owner. Upon SICO silicone's request, all Typebound Tooling, drawings and other materials shall be returned to SICO silicone or to SICO silicone's customer.

18. TYPEBOUND TOOLING OWNED BY THE SUPPLIER

- 18.1 Supplier shall bear the costs associated with the development, manufacture, maintenance and repairs of all Typebound Tooling used to manufacture the Parts as ordered by SICO silicone.
- 18.2 If SICO silicone is the owner of the intellectual property rights in the Typebound Tooling, the Supplier may not use such Typebound Tooling to manufacture and supply Parts or services to third parties.
- 18.3 If the Supplier enters into settlement proceedings, is declared bankrupt or for any other reason becomes insolvent, the Supplier shall inform SICO silicone in writing of this fact. The Supplier undertakes to provide the necessary assistance to acquire the Typebound Tooling required for the manufacture of the Parts. If the Typebound Tooling are subject to SICO silicone's intellectual property, the Supplier shall promptly notify the administrator, liquidator or other authorized person regarding SICO silicone's intellectual property rights relating to the Typebound Tooling. The Supplier shall return to SICO silicone all documentation obtained in connection with the development, manufacture and maintenance of the Typebound Tooling and Parts (e.g. drawings, technical documentation).
- 18.4 In the event of the Purchase Agreement termination, SICO silicone shall be entitled to demand the transfer of ownership title to all Typebound Tooling that have been used exclusively in production for SICO silicone or SICO silicone's customers at a price that corresponds to the market value. The Supplier hereby declares that it will be able to fulfil this obligation at all times.

19. INTELLECTUAL PROPERTY RIGHTS

- 19.1 The Supplier may use SICO silicone's intellectual property in relation to the Typebound Tooling only for the purpose of manufacturing and supplying the Parts to SICO silicone and may not use the intellectual property to manufacture and supply any Part or provide services to a third party.
- 19.2 If SICO silicone pays or otherwise reimburses the Supplier for the cost of development, design and labour associated with the manufacture of the Parts or Typebound Tooling, all intellectual property rights shall vest in SICO silicone and any drawings of the Parts or Typebound Tooling that have been reimbursed shall become the property of SICO silicone.
- 19.3 By special arrangement, the Supplier and SICO silicone may agree on the ownership and remuneration for the use of intellectual property resulting from the Supplier's design and development.

- 19.4 The Supplier declares that the use of the Parts or Typebound Tooling does not infringe the intellectual property rights of any third party. The Supplier undertakes to indemnify SICO silicone in the event of any claims by third parties against SICO silicone arising from the intellectual property rights of third parties.
- 19.5 Supplier shall not use in any manner the trade name or trademark of SICO silicone other than as agreed in writing with SICO silicone.

20. LIABILITY FOR THE PRODUCT AND INSURANCE

- 20.1 The Supplier shall defend, indemnify and hold SICO silicone harmless from and against all loss, liability, costs and expenses (including reasonable attorney's fees) arising out of a claim that a defect in materials and/or manufacturing processes or techniques caused injury or loss, destruction or damage to third party property. Such indemnification agreement secures the Supplier's obligation to pay for damages arising from court judgments, settlements for which SICO silicone would otherwise be liable.
- 20.2 This indemnification agreement provides protection for SICO silicone, its officers, directors, successors and assigns. The Supplier shall assist SICO silicone, at SICO silicone's request, in any litigation in which SICO silicone may be involved by reason of such alleged defects and, if requested by SICO silicone, to participate in any such litigation.
- 20.3 Neither SICO silicone nor the Supplier shall file counterclaims or third-party claims against the other Party in a product liability lawsuit without prior notice to the other Party. Where practicable, such notice should be given in sufficient advance to allow for a thorough discussion of the alternatives to such a submission.
- 20.4 Should there be a risk that the Product will cause a personal injury or property damage due to the Part being Defective Goods, then SICO silicone shall decide to conduct a recall campaign, the Supplier shall reimburse SICO silicone for its costs in connection with such recall campaign, including, without limitation, the costs (including reasonable attorneys' fees) of labour, replacement, assembly and disassembly, examination and analysis, scrapping, and transportation to SICO silicone and/or its end users.
- 20.5 The Supplier undertakes to take out an appropriate product liability insurance policy for the term of the Purchase Agreement and shall also supply a copy of the insurance certificate to SICO silicone upon request.

21. FORCE MAJEURE

- 21.1 "Force Majeure" means any and all events beyond the control of the Parties which are unforeseeable, unavoidable or insurmountable and which were not known when the Order was accepted and which prevent the performance of the Party, in whole or in part. Such events include earthquake, windstorm, flood, war, epidemic, civil unrest and any other event that cannot be predicted, controlled or prevented. For the avoidance of doubt, strikes, lockouts or other industrial actions or disputes that are solely related to the Supplier and/or its subcontractors or agents shall not be considered Force Majeure events.
- 21.2 In the event of a Force Majeure event, the contractual obligations of the Party affected by such event shall be suspended for the period of delay caused by the Force Majeure event and the time for performance shall be extended without penalty by a period equal to such suspension of performance.
- 21.3 The Party claiming Force Majeure shall promptly notify the other Party in writing and provide proof of the occurrence and expected duration of such Force Majeure within ten (10) days.
- 21.4 In the event of a Force Majeure, the Party shall immediately negotiate with the other Party to find an appropriate solution and make every effort to minimize the consequences of such Force Majeure. If the consequences of a Force Majeure event continue for thirty (30) days without a solution acceptable to both Parties, then the Party not affected by the Force Majeure event shall be entitled to immediately terminate the relevant Purchase Agreement.

22. LEGAL REQUIREMENTS

- 22.1 Each Party shall comply with all laws and regulations of the Czech Republic relevant to performance under the Purchase Agreement. This includes, in particular, the Supplier's obligation to handle dangerous goods in accordance with applicable laws and regulations.

23. EXPORT CONTROL AND ORIGIN

- 23.1 If the Parts or components thereof that the Supplier delivers to SICO silicone are subject to national export control regulations in the countries where the Supplier manufactures the Parts or in the countries where the Parts originate, the Supplier shall notify SICO silicone in writing of this fact and the extent of the export restriction before the Parties agree on the Technical Specifications.
- 23.2 The Supplier shall provide any assistance, information or certificates required by SICO silicone to ensure customs clearance of the Parts.
- 23.3 The Supplier is obliged to provide SICO silicone with an export certificate or its equivalent which would include, among other things, the data about the origin of the Parts and any EC or EEA values.
- 23.4 The original EC or EEA values must not be changed at a later time without the prior written consent of SICO silicone.

24. CONFIDENTIALITY

- 24.1 All information and technical documentation, including electronically stored data, to which a Party has gained access through the Parties' business relationship shall be treated as confidential for the term of the Purchase Agreement and for ten (10) years thereafter and may not be used for any purpose other than to supply SICO silicone. The information may not be shown to, or otherwise disclosed to, or used by persons other than employees of each Party who are directly involved in the performance of deliveries to SICO silicone. Copying or reproduction of such confidential information is permitted only in the performance of the Parties' obligations and in accordance with applicable laws and regulations. The confidentiality obligation set forth above shall not apply to information that (i) is known to the public otherwise than as a result of a breach of this Agreement, (ii) information, which a Party may disclose, was in its possession prior to receipt from the other Party, and (iii) information that a Party receives from a third party without restriction on disclosure.
- 24.2 Information that a Party is required to disclose by law or order of a court of competent jurisdiction may be disclosed for such purposes. The Party required to disclose such information shall notify the other Party in advance of any such requirement and discuss with the other Party the manner of such disclosure. The Party disclosing information pursuant to this Section shall, where legally possible, require the recipient to treat the information as confidential as required in Section 24.1.
- 24.3 The Supplier shall not publicize the Parties' business relationship through advertising or any other means without prior written consent of SICO silicone.
- 24.4 Supplier shall return to SICO silicone or destroy all information listed in Section 24.1, including copies thereof, upon SICO silicone's request.

25. WAIVER OF RIGHTS

25.1 The failure of a party to exercise a right arising from a breach of the Purchase Agreement by the other party shall not constitute a waiver of the possibility to exercise such right in another or similar case.

26. SEVERABILITY OF PROVISIONS

26.1 Should any provision of the Purchase Agreement be deemed invalid or ineffective due to applicable law, the remaining provisions shall remain in force and effect. In such a case, the parties undertake to conclude without delay a new arrangement to replace the invalid provision which will be similar in content or achieve the same objectives.

27. TERM OF THE AGREEMENT

27.1 Unless otherwise agreed, the Purchase Agreement shall be valid for an indefinite period of time.

27.2 The Purchase Agreement may be terminated by either Party by giving twelve (12) months written termination notice.

27.3 The Purchase Agreement may also be terminated in accordance with the provisions of Sections 8.4, 11.7 and 24.1 above with 90 (ninety) days' notice and pursuant to Section 21.4

27.4 In addition to the foregoing, either Party shall be entitled to terminate the Purchase Agreement with immediate effect and without any liability for compensation as a result of such termination if the other Party enters into receivership, is declared bankrupt, enters into liquidation or for any other reason may be deemed insolvent; or the other Party is acquired by a competitor of the Party seeking termination.

27.5 As well as certain provisions contained herein which by their nature survive the termination of the Agreement, the provisions of Articles 10, 11, 12, 19, 20 and 24 shall remain in force.

28. AMENDMENTS

28.1 Any amendment to the Purchase Agreement shall be in writing and signed by authorized representatives of both Parties.

29. LANGUAGE

29.1 If the General Purchasing Conditions or the Purchase Agreement are translated into a language other than Czech or English, the Czech or English version shall prevail in the event of any discrepancies.

30. DISPUTES

30.1 All disputes arising out of and in connection with the Purchase Agreement shall be finally decided by the Arbitration Court of the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic by three arbitrators in accordance with the Rules of the Arbitration Court.

Velké Poříčí, 1 November 2021