



GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

All contractual relationships are entered into in compliance with the legal order of the Czech Republic. Relationships which are not regulated by the business terms and conditions shall be governed by the Civil Code (No. 89/2012 Coll.). These business terms and conditions constitute a part of the Purchase Contract within the meaning of the provision of Section 1751 of the Civil Code. They shall apply even if the seller has his own different business terms and conditions. By entering into the Purchase Contract or by confirming a Purchase Order, the buyer explicitly accepts these terms and conditions and confirms that he has familiarized himself with them and that he expressly agrees with them. The seller has been sufficiently informed about these terms and conditions before confirming the Purchase Order and could familiarize himself with them because the buyer communicated their contents to the seller before entering into the Contract and before confirming the Purchase Order and the business terms and conditions constitute a part of the Purchase Order containing an express reference to the place at which they are available for the seller before entering into the Contract.

1. DEFINITIONS

"Buyer" means **JTEKT Bearings Czech Republic s.r.o.**, with its registered office at Pavelkova 253/5, Bystrovany, Olomouc District, 779 00, ID No.: 26418495.

"Seller" means a person, an entrepreneur, or a company the Purchase Order is addressed to.

"Goods" mean articles or materials or both the Seller is to supply to the Buyer. "Services" mean services which the Seller is to provide to the Buyer.

"Specifications" mean the technical description (if any) of the Goods and/or Services specified or indicated in a Purchase Order and/or any relevant schedules, drawings, and specifications. "Purchase Order" means the Buyer's Purchase Order for supply of Goods and/or Services.

"Contract" means an agreement by and between the Buyer and the Seller regarding the supply of Goods and/or provision of Services.

2. TERMS AND CONDITIONS

2.1

These Terms and Conditions shall apply to any Contract by and between the Buyer and the Seller regarding the supply of Goods and/or provision of Services and constitute an integral part thereof and, at the same time, replace any oral agreement between the Buyer and the Seller as well as any unstable terms and conditions specified or indicated in the Seller's quotation or in an accepted Purchase Order or in correspondence or elsewhere, or terms and conditions based on the commercial usage, practice and negotiations, and any terms and conditions contrary hereto are hereby excluded and cancelled. If the Buyer makes no objections to any notices from the Seller, it shall not be understood as a cancellation of the provisions hereof.

2.2

Neither the Buyer nor the Seller shall be bound by any exception or cancellation beyond these terms and conditions unless both parties specifically agree to any such alterations by a written document signed by their authorized representatives.

3. PURCHASE ORDERS

3.1

The Buyer shall order the Goods by submitting a Purchase Order. The Buyer shall not be bound by a Purchase Order if it is not made on his official Purchase Order form, if it has no reference number, and if it is not signed by an authorized representative of the Buyer.

3.2

The Seller shall always be obliged to confirm the Purchase Order. If the Seller wants to alter the Specifications, amount, price, or the date of delivery specified in the Buyer's Purchase Order, he shall send such changes along with the confirmation of the Purchase Order to the Buyer. The Buyer's disagreement with the Seller's change to the Purchase Order shall be communicated by the Buyer to the Seller no later than 5 days of the receipt of the confirmation of the Purchase Order containing the Seller's changes to the Specifications, amount, price, or the date



of delivery. If the Seller is not notified about the disagreement within the above period, it shall be understood that the Buyer accepts the new terms and conditions of the Purchase Order as modified by the Seller. If the Seller's confirmation is not received within 5 days of sending of the Buyer's Purchase Order, the Purchase Order shall be deemed accepted.

3.3

The Buyer shall be entitled to make, before or after the Seller's acceptance of the Purchase Order, reasonable changes to the amount, quality, or design of the Goods, or to the nature or method of the provided Services by sending a notice in writing to the Seller and, if so, the price and the date of delivery shall be changed so as to take into account an increase or decrease in the cost of material and/or manufacturing and other relevant factors.

A Purchase Order for Goods sent by the Buyer shall constitute a proposal to enter into the Purchase Contract; and the Purchase Contract shall be entered into upon the Buyer's receipt of the Seller's binding confirmation of accepting the proposal.

3.4

The parties agree with the following method of delivery:

- a. Email
- b. Fax
- c. In writing in paper form
- d. Telephone

4. CANCELLATION

The Buyer may, at any time and without a cause, cancel the delivery of not yet supplied Goods or not yet provided Services, in whole or in part, by sending a notice in writing to the Seller no later than ten (10) days prior to the date of delivery. In the event of such cancellation, the Seller shall be entitled to charge and receive a proportional remuneration for the actually provided works and supplies. The supplied Goods which have been paid for shall, after receiving the payment, become the ownership of the Buyer in the given phase of completion. A proportional remuneration for the actual works done must not exceed the contractual price of the supply. The Seller expressly disclaims any other compensation on top of the proportional remuneration for the actual supplies or works done.

5. PRICE

5.1

The price specified in the Purchase Order for the Goods and/or Services is a fixed price and shall not be changed unless approved in writing by an authorized representative of the Buyer. If the price is not specified in the Purchase Order, the price shall be understood as the price specified in the Seller's pricelist after deducting the agreed conditions/discounts applicable on the date of receipt of the Purchase Order by the Seller.

6. PAYMENT

Unless otherwise specified in the Purchase Order, the payment shall be made within 60 days of the date of invoice in compliance with Section 10 (Delivery and Packaging) or after the provision of all Services.

7. INSPECTION AND TESTING OF GOODS

7.1

The Seller shall carefully inspect the Goods prior to shipping and perform tests in order to make sure that they satisfy all requirements under the Contract, generally binding standards, and the Buyer's requirements, and that they have at least the usual properties. The Seller shall, if required by the Buyer, notify the Buyer of the performance of such tests with reasonable advance notice, and the Buyer and/or clients for whom the Goods are intended shall be entitled to be present during the performance of the tests. The Seller shall also provide the Buyer, at the Buyer's request, with a copy of the Seller's official test report.

7.2

The Buyer, his insurer and the clients for whom the Goods are intended shall be entitled to inspect and test the Goods during their manufacturing, processing, and storing in the Seller's premises or in the premises of any of the Seller's subcontractors or suppliers, and if Buyer exercises such right, the Seller shall provide and procure equipment and arrange testing as required by the Buyer.



7.3

If, as a result of the inspection or testing under such conditions, the Buyer finds out that the Goods do not comply with the Purchase Order or that they are not likely to comply with the Purchase Order, requirements under the Contract, generally binding standards, or the Buyer's requirements after their manufacture or processing is completed, or if they are unlikely to have at least the usual properties, the Buyer shall inform the Seller in writing and the Seller shall take corrective actions and necessary steps to ensure that the Goods comply with the Purchase Order. If the Seller fails to do so, the Buyer shall be entitled to immediately withdraw from the Contract and the Seller shall not be entitled to any remuneration arising from the Contract and the Seller expressly waives any and all such claims in this respect.

7.4

The Buyer shall be entitled to check the Seller's records of the provided Services, incurred costs, liability for costs, and expenses incurred or made in connection with the performance of this Contract if the price is based on time and material. The Seller shall be obliged to make such records available to the Buyer no later than 7 days of the receipt of the Buyer's demand to do so.

8. ACCEPTANCE AND REFUSAL

8.1

The Buyer may, within a reasonable time after the delivery of the Goods or provision of Services, inspect such Goods or Services so as to find out, to the extent possible, whether or not the Goods comply with the Seller's warranty specified in Section 16 (Warranty).

8.2

If the Goods do not comply with the description, quality, amount, specification, or other requirements specified in the Contract, generally binding standards, Buyer's requirements, or with the requirement that they should have at least usual properties, the Buyer shall be entitled to refuse the Goods by sending a notice of refusal to the Seller in which he shall specify the reasons of such refusal; then he shall return the Goods to the Seller and the risk and costs of returning the goods shall be borne by the Seller. In such case, the Seller shall, within a reasonable time, replace the refused Goods by Goods which comply with the Contract in all respects, if so requested by the Buyer.

8.3

If the Seller fails to replace the refused Goods within a reasonable time, the Buyer shall be entitled to buy alternative goods from another supplier and the Seller shall pay to the Buyer all amounts which have been paid by the Buyer to the Seller in connection with the Goods along with other costs beyond the price of the Goods specified in the Contract which the Buyer incurred as a result of the Seller's failure to deliver the Goods in compliance with the Contract, within 30 days of the delivery of the Buyer's demand for refunding such amount.

9. TERM OF DELIVERY

9.1 The date or data regarding the delivery of Goods or provision of Services shall be specified in the Contract or in the Purchase Order. If the Seller fails to deliver the Goods or provide the Services within the specified time or, if not specified, within a reasonable time, the Buyer shall be entitled to do the following:

9.1.1

Cancel the Purchase Order, or its part which has not been performed, at the end of the specified period of time without any obligations arising from this for the Seller in connection with such Purchase Order; or

9.1.2

Cancel the entire Purchase Order including the part of the Purchase Order which has already been completed and delivered to the Buyer within the specified period if the delivered Goods or any part thereof cannot, in the Buyer's opinion, be effectively and commercially used due the failure to perform the entire Purchase Order, i.e. if the Buyer is not interested in partial payment.

9.2

In both cases provided under 9.1.1 and 9.1.2, the Buyer shall be entitled to charge compensation for all costs, damage, loss, and expenditures incurred by the Buyer as a result of the Seller's failure. The Seller shall pay the amount to the Buyer no later than 30 days of the receipt of the Buyer's demand for payment of such amount.



9.3

If the Buyer cancels the entire Purchase Order, the Buyer shall return to the Seller all Goods or a part of the Goods which, in the Buyer's opinion, cannot be effectively and commercially used and the risk and expenses in connection with such return shall be borne by the Seller; the Buyer shall be entitled to be refunded the entire amounts paid to the Seller in connection with the cancelled Purchase Order. The Seller shall pay the amount to the Buyer no later than 30 days of the receipt of the Buyer's demand for payment of such amount.

10. DELIVERY AND PACKAGING

10.1

All Goods shall be accompanied by a delivery note containing the Purchase Order number and the invoice shall be issued immediately upon shipping the Goods or upon providing the Service.

10.2

All invoices shall include the Purchase Order number.

10.3

The Goods shall be properly packaged and secured so as to reach the place of destination by usual means of transportation in a good condition and shall be delivered by the Seller or shipped by the Seller at the Seller's expense to the place or places of destination and at the time or times as specified in the Purchase Order or as specified subsequently. The delivery shall be understood as acceptance of the Goods by the Buyer pursuant to the data specified in the Purchase Order in the "Terms of Delivery" section.

10.4

The Seller shall gratuitously replace or repair the damaged Goods or the Goods lost during transportation, if the transportation is a part of performance under the Contract, no later than 30 days of the receipt of the Buyer's notice of delivery of damaged Goods or of a failure to deliver Goods pursuant to this Clause. The Buyer shall be entitled to refuse to accept damaged Goods at the time of delivery.

10.5

Packaging, packing, cardboard, containers, and crates shall not be charged for unless the charge is specified in the Purchase Order.

10.6 If the Purchase Order does not expressly specify that the transportation is not a part of the Seller's performance under the Contract and that it is not included in the agreed price, the transportation shall be the Seller's responsibility and shall be understood as included in the agreed price. In such case, the risk of damage to items shall only pass from the Seller to the Buyer upon the handover of such items at the Buyer's registered office. The price of the agreed performance shall not be increased by the price of transportation.

11. STORAGE

If the Buyer cannot, for any reason, accept the Goods at the time when they are finished and ready for delivery, the Seller shall, upon agreement with the Buyer and at the Seller's expense, store the Goods, secure them, and take any and all relevant steps to prevent deterioration of the Goods until the time of their delivery.

12. RESPONSIBILITY FOR RISK

In case of delivery involving shipping from a resource in the Czech Republic the responsibility for risk shall be borne by the Seller until the time of physical delivery pursuant to Clause 10.3 (Delivery and Packaging). In any other event where Goods are sold under international business terms and conditions, the meaning of the term defined in the "Incoterms" terms and conditions shall apply as if such terms and conditions were expressly incorporated herein, except for the parts of the document which are at variance with the provisions of these Terms and Conditions.

13. ACQUISITION OF PROPERTY

13.1

The Buyer shall acquire title to the Goods upon delivery under the Contract without prejudice to the Buyer's right of refusal arising from these Terms and Conditions or from other reasons.

13.2

If the Seller postpones the delivery at the Buyer's request pursuant to Clause 11 (Storage), the ownership to the Goods shall pass to the Buyer 7 days of the date on which the Buyer receives a notice from the Seller stating that the



Goods have been finished and that they are ready for delivery, or on an agreed date, but the risk of damage to the Goods shall still be borne by the Seller until the physical delivery pursuant to Clause 10.3.

14. OWNERSHIP OF THE BUYER'S DRAWINGS, TOOLS, SPECIMENS, AND MATERIALS

14.1
All drawings, plans, specifications, specimens, forms, tools, chucks, holders, moulds, raw materials, spare parts, and all other materials delivered by the Buyer or acquired by the Seller at the Buyer's expense shall remain the property of the Buyer.

14.2
The Seller shall be obliged to keep all such materials in good condition and secure them against all risks for the time during which they are held thereby and, after the completion of the performance under this Contract or according to other instructions from the Buyer, return them to the Buyer in good condition, except to the extent required in the Purchase Order for the purpose of machining or other processing of such materials.

14.3
The Buyer reserves the right to charge the Seller the costs of repair or replacement of such materials if such materials are, during storage at the Seller's premises, destroyed, damaged, lost, or indicated as unsuitable for the purpose for which they were originally made, and the Buyer shall be entitled to set off such amounts against claims which the Buyer is to pay to the Seller pursuant to individual Purchase Orders and Contracts.

14.4
The Seller shall allow the Buyer access to the Seller's or to the Seller's suppliers' premises for the purpose of carrying out physical stocktaking of materials and tools owned by the Buyer.

15. CONFIDENTIALITY

15.1
If the Buyer provides the Seller with material or information which the Seller knows or could reasonably assume to be confidential, the Seller must not:

15.1.1
Neither use such material or information, nor allow or knowingly permit to use such material or information for any other purpose than that for which they were provided; and

15.1.2
Keep all such materials and information secret and confidential; and

15.1.3
He shall not provide them to anybody except for the directors, authorized persons, or employees involved in manufacturing of the Goods or provision of the Services and only for the purpose for which the materials and information were provided, or to his suppliers of spare parts or materials for such Goods, but only if such provision is necessary for the performance of the Purchase Order by the Seller.

The above shall not apply to the technical information which is already known to the Seller, which is freely available to him at the time of its receipt, or which became public domain otherwise than through the fault of the Seller.

15.2
The Seller shall take all reasonable actions to ensure that all his directors, authorized persons, employees, and other persons to whom he provides the Buyer's materials will not provide such materials, in whole or in part, to any other person who has not been so authorized by the Buyer.

15.3
The Seller shall not, without the Buyer's prior consent in writing, publish or use for the promotional purposes the fact that the Seller will supply Goods and/or provide Services to the Buyer.

15.4
The Seller undertakes to keep the terms and conditions of mutual business cooperation with the Buyer confidential for the period of such cooperation and undertakes not to allow access to such information to third parties. A breach of such obligation shall give rise to the Buyer's entitlement to damages.



16. WARRANTY

The Seller warrants that:

16.1 The Goods shall be of satisfactory quality in accordance with the stipulated properties, usual practice, and technical standards applicable in the country of the Buyer or in the country of further use of the Goods which is to be understood as e.g. processing or sale of the Goods or any other use of the Goods.

16.2

If the purpose for which the Goods are required is expressly communicated or implied to the Seller, the Goods shall satisfy such purpose.

16.3

Goods/Services shall in all aspects comply with:

16.3.1

Provisions of the Contract, particularly the specifications, drawings, descriptions, or specimen specified or indicated in the Contract.

16.3.2

Standards specified in the Contract and, if no standard is specified, they shall comply with the Czech standards.

16.3.3

Requirements arising from the Czech legislation in force at the time of delivery.

16.3.4

Buyer's requirements, Purchase Order, Contract.

16.4

If the Seller provides Services or performs works in the Buyer's premises, the Seller shall satisfy and make every reasonable effort for his employees, subcontractors, and persons authorized thereby to satisfy the requirements or business regulations (including the safety regulations) and/or working regulations established by the Buyer.

17. ENVIRONMENTAL AND PRODUCT SAFETY LEGISLATION

17.1

The Seller particularly warrants, without prejudice to the general effect of Section 16 (Warranty), that he shall adhere to all generally binding regulations applicable to environmental issues and product safety, and EU directives after they come into force in the Czech Republic, and the Seller shall in particular:

17.1.1

Ensure that the Goods are designed and made so as to be safe during their proper use and perform or arrange performance of all necessary tests to make sure that the Goods are really designed and made in such way.

17.1.2

Take all necessary steps to ensure that the Buyer, his employees, persons authorized thereby, and customers have, during the use of the Goods, relevant information on how to use the Goods in accordance with their intended purpose, on tests of the particular Goods, and on all conditions which need to be satisfied in order to safely use the Goods (according to the above definition).

17.2

All supplies of materials and components which directly increase the value of the bearing shall be delivered in the agreed and usual quality, in accordance with the agreed and usual use, and in compliance with all legal and technical standards related to the items of delivery. The Seller shall fully indemnify the Buyer against any and all interventions, costs, claims, demands, proceedings, and liability resulting from the Seller's failure to satisfy his obligations arising from unsatisfactory performance.

18. LIABILITY FOR DAMAGE

18.1

The Seller shall be fully liable for any damage caused to the Buyer, his employees, persons authorized thereby, and customers in connection with any and all activities, costs, damage, expenditures, loss, and liability, including any subsequent losses as a result of death, disease, personal injury, or damage to, loss or liquidation of property directly or indirectly resulting from the delivery or use of the Goods or Services, caused by an illegal activity, or by neglect, or by using defective material, or by defective processing at the part of the Seller, his employees, persons authorized thereby, and subcontractors. The damages shall be paid in cash.



18.2.

If the Buyer finds out, at any time after the delivery of the Goods or provision of the Services, in whole or in part, to the Buyer, that the delivered Goods or provided Services, in whole or in part, have defects, the Seller shall, without the Buyer having to take any other legal action, become obliged to pay damages to the Buyer, i.e. a lump-sum amount of EUR 200.00 to compensate the costs associated with the necessary actions taken by the Buyer as a result of the identified defects to the Goods or Services, in whole or in part. The agreed amount shall not include or otherwise exclude or reduce any and all claims of the Buyer arising from the rights of defects nor any other related claims. Such claims shall remain in full force after the payment of the agreed damages.

19. TERMINATION FOR NON-PERFORMANCE

The Buyer may, without prejudice to other rights or funds to which the Buyer is entitled, cancel the Purchase Order or terminate the Contract without any liability whatsoever by sending a notice in writing to the Seller if:

- 19.1 Insolvency proceedings relating to the bankruptcy of the Seller are commenced; or
 - 19.2 Liquidation of the Seller is commenced; or
 - 19.3 A trustee of the property, in whole or in part, or of the Seller's business is appointed; or
 - 19.4 Administrative proceedings preventing the performance of the subject-matter of the Contract are brought against the Seller; or
 - 19.5 The Seller fails to satisfy his obligations arising from the Contract and fails to remedy the situation even within 14 days of sending of the demand for remedy by the Buyer.
- 19.6 By the Buyer's 3 month notice of termination starting on the first day of the calendar month following the calendar month in which the Buyer's notice is received by the Seller.
- 19.7 By the Buyer's withdrawal in the event of breach of the Seller's obligations stipulated in these General Business Terms and Conditions, Contract, or arising from the legislation. The withdrawal shall take effect upon the Seller's receipt of the expression of the Buyer's will to withdraw from the Contract.

20. CONFIDENTIALITY

20.1
All information, regardless of the form and manner in which it is communicated or recorded, on the Buyer's ideas, Goods, Services, and processes which the Buyer considers confidential and which he usually does not publish, in particular any and all information on prices, technical data, know-how, research, products, services, development, ideas, inventions, processes, techniques, designs, prospects, distribution, engineering, marketing, finance, trading, marketing, strategies, lists of customers, customer data, personal data, manuals, and/or sales is considered confidential including the trade secret. The Seller undertakes to comply with the obligation of confidentiality and to bind all his relevant employees, officers, advisors, consultants, members and agents, external contractors, and subcontractors who might come into contact with or have access to confidential information accordingly.

20.2.
Confidential information shall remain the Buyer's property. Provision of the information which constitutes a trade secret or which is confidential information shall not establish any right to licence, trademark, patent, right of use, nor dissemination of copyrighted works, nor any other right to intellectual property or industrial property.

20.3.
The Seller undertakes to return to the Buyer, without undue delay upon receiving a written notice from the Buyer, all physical forms of confidential information which have been provided thereto (and all copies thereof) and to delete or destroy all copies in the computer or in other electronic media which contain such information. The Seller agrees to confirm in writing, at the Buyer's request, that all such confidential information related to the Buyer have been returned or destroyed.

21. SUB-CONTRACTING AND ASSIGNMENT

The Seller shall not, without the Buyer's prior consent, submit nor assign the Contract (Purchase Order), in whole or in part, to a sub-contractor. A similar consent, if given, must not affect the Seller's obligations arising from the Contract (Purchase Order).



22. FORCE MAJEURE

If the delivery of Goods or provision of Services by the Seller or of the Buyer's ability to accept the supplies or the provided Services or the use of Goods is delayed, impaired, or cancelled as a result of circumstances which are beyond reasonable control of the respective party including (but not limited to) force majeure, strike, shutdown, disputes with unions, labour unrests, fires, accidents, floods, any failures in the factory, or other forms of government interventions, such supplies or provisions shall be suspended; and if they cannot be performed within a reasonable time after the original due date, the Purchase Order may be cancelled, without any party becoming liable, by a notice in writing sent by one party to the other party which is affected by such circumstances. In the event of multiple supplies of Goods or provision of multiple Services, the uncanceled parts shall be renewed as soon as the circumstances causing such delay no longer exist, unless otherwise agreed by the parties, and the period during which the supplies are to be performed or Services provided shall not be extended by more than the period for which the force majeure situation existed.

23. WAIVER

Any party's failure to exercise or enforce its rights under the Contract shall not constitute a waiver of such rights and the given party may exercise or enforce its rights at any later time.

24. DELIVERY OF DOCUMENTS

24.1 Any and all documents which, according to this "Agreement on general terms and conditions for the purchase of goods and services," legislation or for reasons of legal certainty, have to be delivered to the other contracting party shall be considered duly delivered if delivered in person or if sent through certified entities in writing, by fax, or email to the address of the other contracting party's registered office or last known address.

24.2 Documents shall be considered delivered:

24.2.1 If delivered in person, at the moment of delivery;

24.2.2 If sent through entities certified to provide postal or similar services, within 48 hours of sending;

24.2.3 If sent by fax, at the moment of transfer;

24.2.4 If sent by email, at the moment of sending.

25. TITLES

The titles of individual terms and conditions are only used for reference purposes and do not affect the content of the terms and conditions.

26. GOVERNING LAW

26.1 Entering into and performance of the Contract (Purchase Order) and these "General terms and conditions for the purchase of goods and services" shall be governed by the law of the Czech Republic. The Contract and these "General terms and conditions for the purchase of goods and services" shall also be interpreted in compliance with the law of the Czech Republic.

26.2 The Buyer and the Seller agree that Section 577 of Act No. 89/2012 Coll., Civil Code, shall not apply. The quantity, time, and territory associated with the items of supplies are firmly determined in a separate agreement between the contracting parties and the court is not entitled to interfere with such relations. The parties fully considered the economic and actual situation prior to entering into the Contract and are fully aware of the circumstances of the Contract. The Seller and the Buyer also agree that damages shall be paid in cash, which deviates from the provisions of Section 2951 of the Civil Code. Any business practices regarding the performance under contracts entered into by and between the Seller and the Buyer shall not have preference over the provisions stipulated in these Contracts and in the General Business Terms and Conditions nor over the provisions of the law, even if such provisions do not have preemptory effect. If, after entering into the Contract, the circumstances change to the extent that the performance of the Contract becomes more difficult for any of the parties, it shall not effect the party's undertaking to perform its obligations arising from the Contract. The Seller assumes the risk of change in circumstances, the provision of Section 1765, Article 1 of the Civil Code shall not apply in this case. The parties agree that Section 1978, Article 2 of the Civil Code, providing that the lapse of additional period to no effect would automatically result in the



termination of this Contract, shall not apply. The rights and obligations arising from contracts entered into by and between the Seller and the Buyer cannot be unilaterally assigned to a third party as a whole. Contracting parties also agree that Section 1740, Article 3 of the Civil Code and Section 1751, Article 2 of the Civil Code providing that a contract is entered into even if there is not full consensus in the expression of the parties' will, shall not apply. The Seller declares that he does not feel to be nor consider himself a weaker contracting party in the relationship with the Buyer, that he had an opportunity to familiarize himself with the text and contents of these General Business Terms and Conditions, understands the content and wants to be bound thereby, and that he has sufficiently negotiated all stipulations with the Buyer.

26.3

Any changes or amendments to the "General terms and conditions for the purchase of goods and services" must be made in writing and must be signed by a person authorized to act on behalf of the Buyer and the Seller.

26.4

The invalidity of any arrangement between the parties shall not result in the invalidity of the entire Contract or of the "General conditions for the purchase of goods and services."

27. SETTLEMENT OF DISPUTES

In the event of dispute or disagreement between the parties in connection with or as a result of the Contract which cannot be settled amicably, the Buyer and the Seller agree on the following settlement:

27.1 Meeting of the executives: a senior executive (the seniority of the employees shall be agreed by the parties before the meeting) on behalf of each party shall discuss and negotiate the issue upon at least a 14 day prior notice in writing;

27.2 Negotiation: if the executive employees of each party fail to settle the dispute during the meeting, any of the parties may apply to the court. The parties agree that the court having local jurisdiction for the settlement of any and all disputes between the parties shall be the Buyer's general court.