

CBRE Global Workplace Solutions s.r.o. Terms and Conditions of Supply

1. Definitions

“**Applicable Laws**” mean (i) any law, statute or other legal regulation of the Czech Republic, including applicable laws relating to anti-corruption, (ii) legally binding acts of the European Community and European Union which have priority over the laws of the Czech Republic, and (iii) any other regulation, decision or authorisation having the force of law of any body having jurisdiction in relation to the Order, the Contract and/or the Terms.

“**Buyer**” means CBRE Global Workplace Solutions s.r.o., having its registered office at Líbalova 1/2348, 149 00 Prague 4, Czech Republic.

“**Buyer’s Customer(s)**” means customer(s) to which the Buyer provides the Supplies (as incorporated into products supplied to such customer(s)) or the ultimate recipient or end-user of the Supplies, where such entity is not the Buyer.

“**Consequential Loss**” means any consequential, indirect or economic loss or damage, including but not limited to: (i) increased costs or expenses, or (ii) loss of production, loss of profit, loss of business, loss of contracts or loss of revenues; arising from or in connection with provision of the Supplies.

“**Initial Period**” shall have the meaning set out in Section 3.1 herein.

“**Order**” means the written document issued by the Buyer comprising an offer made by the Buyer to the Seller to purchase the Supplies, subject always to the Terms.

“**Parties**” mean together the Buyer and the Seller.

“**Party**” means the Buyer or the Seller.

“**Price**” means the price the Buyer shall pay for the Supplies as stated in the Order.

“**Seller**” means the party who shall provide the Supplies as identified in and pursuant to the Order.

“**Supplies**” mean the goods and/or services to be provided by the Seller.

“**Terms**” mean these Terms and Conditions of Supply.

2. Offer and Acceptance

2.1 The Supplies shall be provided by the Seller to the Buyer upon the Order.

2.2 The Order incorporates and is governed by the Terms which, subject to Sections 13.3 and 18.6 herein, supersede all prior agreements, orders, quotations, proposals and other communications

between the Parties related to the respective Order. In case of any discrepancies between the terms and conditions of the Terms and the Order, the Order shall prevail.

2.3 Any modifications of the Terms must be expressly stated in the Order.

2.4 The Order does not constitute an acceptance of any offer or proposal made by the Seller.

- 2.5 The Seller accepts the Order and the Terms and forms a contract (the “**Contract**”) by:
- (a) Commencing any work under the Order;
 - (b) Accepting the Order in writing; or
 - (c) Conducting in a way that recognizes the existence of a contract with respect to the subject matter of the Order under the Applicable Laws.
- 2.6 Any additional or different terms proposed by the Seller, whether in the Seller’s quotation, acknowledgement, invoice or otherwise, shall not be binding on the Buyer and shall not become a part of the Order.

3. Duration

- 3.1 Subject to earlier termination by the Buyer, the Order is binding on the Parties for one (1) year from the date it is transmitted to the Seller, unless a different expiration date is stated in the Order (the “**Initial Period**”).
- 3.2 Upon expiry of the Initial Period, the Order shall automatically renew for one (1) year period, unless either Party provides the other Party a written notice stipulating that the Initial Period shall not be renewed at least sixty (60) days prior to the end of such Initial Period.

4. Quantities and Delivery

- 4.1 The Seller shall supply to the Buyer the Supplies in the quantity, quality and specification stated in the Order.
- 4.2 The Buyer is under no obligation to purchase the Supplies exclusively from the Seller.
- 4.3 Unless stated in the Order otherwise, the Supplies are delivered to the Buyer and a title to the Supplies is passed from the Seller to the Buyer, at the moment the Supplies are handed over to the Buyer at the Buyer’s facility specified in the Order, except in case of the defects delivery stated in Section 7 herein.
- 4.4 Time for delivery of the Supplies is of the essence. The Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which actions entitles the Seller to modify the Price.
- 4.5 The Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries of the Supplies.

5. Price and Payments Terms

- 5.1 The Price shall be specified in the Order. Unless stated in the Order otherwise, the Price shall include shipping, storage, handling, packaging, insurance and all other expenses and charges of the Seller, including without limitation, all duties and taxes, which must be shown separately on the Seller’s invoice for each shipment.
- 5.2 Unless stated in the Order otherwise, the Price shall be deemed inclusive of all shipping charges, if the Supplies are shipped using FCA (loaded) at the Seller’s final production location using the Buyer’s transportation (ICC Incoterms 2010). In the event that an alternative means of delivery is required by the Buyer, including but not limited to EXW, CIF, FOB or DAP Airport (all as defined in the ICC Incoterms 2010), the Price shall be adjusted accordingly, based on agreed criteria specified in the Order.
- 5.3 The Seller shall invoice the Buyer on or at any time after delivery of the Supplies. Each invoice shall quote the Order number, amendment or release number, Buyer’s part number, Seller’s part number (if applicable), quantity and nature of the Supplies in the shipment, number of cartons or containers in the shipment, bill of lading number, the invoice date, the sequential number of the invoice, the business

name and registered seat of the Parties, the ID No. and registration data (name of the registry court, section, insert No.) of the Parties, the VAT ID No. of the Parties, the date of supply (if differs from the invoice date), the VAT base and the price per unit without VAT, the VAT rate applied, the VAT in CZK (if the price is determined in a foreign currency, it shall be converted, for the purposes of determining VAT, to CZK at a reference rate announced by the Czech National Bank on the day preceding the day of supply), and any other information required by the Buyer or by the Applicable Laws.

- 5.4 The Seller acknowledges and agrees that the Buyer shall not pay any invoice which does not quote all of the necessity provided in Section 5.3 herein.
- 5.5 Each invoice shall be submitted to the address of the Buyer as specified in the Order.
- 5.6 Unless stated in the Order otherwise, the Buyer shall pay the Price to the Seller within sixty (60) days of the later of: (i) the last day of the month during which the Buyer receives a duly issued invoice from the Seller for the Supplies, or (ii) the last day of the month during which the Buyer accepts the Supplies in question.
- 5.7 The Parties agree that the Buyer shall be entitled to set off against the Price (including any VAT payable) any sums owed to the Buyer by the Seller under any of the Contracts or any other agreement executed between the Parties.
- 5.8 Notwithstanding anything to the contrary contained herein, GWS/CBRE shall have no obligation to pay Supplier for Supplies until GWS/CBRE has received payment from its customer for such Supplies.

6. Shipping

- 6.1 The Seller shall (a) properly pack and ship the Supplies and clearly mark the identity of the carriers and the place of destination; (b) route the shipments according to the Buyer's instructions; (c) label or tag each package according to the Buyer's instructions; (d) provide papers with each shipment showing the Order number, amendment or release number, Buyer's part number, Seller's part number (if applicable), quantity and nature of the Supplies in the shipment, number of cartons or containers in the shipment, the bill of lading number and any other information as required under Section 5.3 herein; and (e) promptly forward the original bill of lading or other shipment receipt for each shipment to the Buyer, according to the Buyer's instructions and carrier requirements.
- 6.2 The ICC Incoterms 2010 shall apply to all shipments. Before the Supplies are shipped, the Seller shall give the Buyer sufficient warning in writing (including appropriate labels on all the Supplies, containers, and packing, including without limitation disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is part of the Supplies, together with any special handling instructions that are needed to advise carriers, the Buyer, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of the Supplies, containers, and packing. The Seller must comply with the ICC Incoterms 2010 and all Applicable Laws relating to delivery and warning labels, including without limitation the European Union Directive 2002/96/EC and 2002/95/EC RoHS Directive: http://ec.europa.eu/environment/waste/wEEE/index_en.htm and Regulation 1907/2006/EC (REACH) Regulation: http://ec.europa.eu/environment/chemicals/reach/reach_intro.htm regarding restrictions on certain hazardous substances. The Seller shall reimburse the Buyer for any expenses incurred as a result of improper packing, marking, routing, or shipping of the Supplies. Buyer may, at its option, request the Supplies be delivered pursuant to the rules of a different Incoterm to those specified above in Section 5.2

7. Inspection and Defective Supplies

- 7.1 The Buyer shall examine the Supplies without undue delay after the Supplies are delivered to the Buyer's facility, unless stated in the Order otherwise.
- 7.2 If any part of the Supplies is defective or missing, the Price specified in the relevant Order shall be reduced for a price of defective or missing parts, unless the Buyer notifies the Seller otherwise. The Buyer may demand replacement of the defective parts or delivery of missing parts from the Seller.

7.3 The Buyer may enter the Seller's facility to inspect the Supplies, plant and materials related to the Order. The Buyer's inspection of the Supplies whether during manufacture of the Supplies, prior to delivery, or within a reasonable time after delivery does not constitute an acceptance of any work-in-progress or finished the Supplies nor does it relieve the Seller of any of its responsibilities or warranties hereunder.

7.4 In addition to other remedies available to the Buyer, (i) the Seller agrees to accept return of the Supplies, at the Seller's risk and expense, plus transportation charges, and to replace the defective the Supplies as the Buyer deems necessary; (ii) the Buyer may have corrected at any time prior to shipment from the Buyer's premises the Supplies that fail to meet the requirements of the Order and/or (iii) the Seller shall reimburse the Buyer for any and all expenses arisen from and in connection with any rejection or correction of defective the Supplies.

8. Changes

8.1 The Buyer reserves the right to change, or to cause the Seller to make changes, to drawings, specifications, samples or descriptions of the Supplies. The Buyer also reserves the right to change the scope of the Supplies covered by the Order, including work with respect to such matters as inspection, testing or quality control. The Buyer may also direct the supply of raw materials from itself or from third parties.

8.2 In the event that any change made to the Order by the Buyer should have an impact on the Price or time for delivery or performance of the Supplies, the Seller must notify the Buyer in writing within ten (10) days after being noticed of such impact. The Buyer may request additional documentation from the Seller detailing and demonstrating the reason of the above quoted impact on the Price or time for delivery or performance of the Supplies. The Seller shall not make any change in the Supplies' design, specifications, processing, packing, marking, shipping, Price or date or place of delivery without a the Buyer's written instruction or with a the Buyer's prior written approval.

9. Warranties

- 9.1 The Seller expressly warrants that the Supplies shall:
- (a) conform to the specifications, standards, drawings, samples, descriptions and revisions as ordered by the Buyer;
 - (b) conform to the Applicable Laws;
 - (c) be of good quality and free of defects, including defects in design, materials and workmanship;
 - (d) be selected, designed, manufactured and assembled by the Seller based upon the Buyer's stated use and be fit and sufficient for the purposes intended by the Buyer; and
 - (e) be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed on with the Buyer and otherwise consistent with industry standards.
- 9.2 The warranty period for the Supplies shall be the longer of: (i) two (2) years following the date the Supplies are delivered to the Buyer, (ii) the warranty period provided by Applicable Laws, (iii) the warranty period provided by the Buyer to the Buyer's Customer, or (iv) the warranty period specified in the Order.
- 9.3 The Seller shall immediately notify the Buyer in writing when it becomes aware of any ingredient, component, design or defect in the Supplies that is or may become harmful to persons or property.
- 9.4 The Buyer's payment of the Price, approval of any design, drawing, material, process or specifications shall not relieve the Seller of liability under these warranties.

10. Quality

10.1 The Seller shall conform to the quality control standards and inspection system of the Buyer and shall also participate in supplier quality and development programs of the Buyer as directed by the Buyer.

10.2 At the Buyer's request, the Seller shall serve to the Buyer any documents and other materials relating to the Supplies considered necessary by the Buyer, free of charge.

11. Liability and Remedies

11.1 The Seller shall indemnify the Buyer against personal injury to or the death of any person in so far as such injury or death arises in the course of or by reason of the Seller, carrying out, or failing to carry out, its obligations under the Contract and/or the Terms, to the extent that the same is due to negligence or breach of the Contract and/or the Terms on the part of the Seller or negligence of the Seller's employees, agents, suppliers and/or subcontractors.

11.2 The Seller shall indemnify the Buyer and its successors against all damages, losses (including Consequential Loss), claims, liabilities and expenses (including reasonable legal and other professional fees, settlements and judgments) arising out of or resulting from any defective the Supplies, or from any negligent or wrongful act or omission of the Seller or the Seller's agents, employees or subcontractors, or any breach or failure by the Seller to comply with any of the Seller's representations or other terms and conditions of the Contract and/or the Terms.

11.3 The rights and remedies reserved to the Buyer in the Contract shall be cumulative with and in addition to all other legal remedies pursuant to the Applicable Laws.

11.4 GWS/CBRE SHALL NOT BE LIABLE TO SUPPLIER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER. GWS/CBRE's total liability for damages, or otherwise, resulting from its performance or nonperformance under this Order or with regards to any other obligations/responsibilities herein shall not exceed the price for the Supplies.

12. Law and Ethics

12.1 The Seller, and the Supplies shall comply with all Applicable Laws, and standards, relating to the manufacture, labelling, transport, import, export, licensing, approval or certification of the Supplies, including laws relating to anti-corruption, environmental matters, employment, discrimination, occupational health or safety and motor vehicle safety. The Order incorporates by reference all obligations and conditions thereby required.

12.2 The Seller shall use only legitimate and ethical business practices when performing the Order and shall not submit inflated or otherwise false invoices to the Buyer. No part of the payments received by the Seller shall be used for any purpose that could constitute a violation of any Applicable Laws, including anti-corruption laws.

12.3 The Buyer has established an Ethics Policy (available at www.cbre.com/codeofconduct) and expects the Seller, and the Seller's employees and contractors, to abide by this policy or an equivalent ethics policy of its own.

13. Buyer's Customer Requirements

13.1 As directed by the Buyer in writing, the Seller agrees to comply with the applicable terms of any agreements between the Buyer and the Buyer's Customers.

13.2 The Buyer shall supply the Seller with information regarding purchase orders from its customer(s) insofar as this information relates to the Supplies.

13.3 The Seller shall be responsible for ascertaining how the information specified in Section 13.2 herein affects the Seller's obligations under the Contract. The Seller shall meet all such disclosed the Buyer's Customer terms to the extent within the Seller's control. By written notice to the Seller, the Buyer may elect to have the provisions of this Section 13 prevail over any conflicting term stipulated between the Parties.

14. Insurance

14.1 The Seller shall establish and maintain the insurance coverage listed below or in additional amounts as may be reasonably requested by the Buyer.

Type of Insurance	Minimum Limits
Commercial General Liability* insurance for bodily injury arising from premises, operations, personal injury, products/completed operations and contractual liability covering the indemnities required pursuant to the Liability and Remedies (Section 11)	\$5,000,000 (or its equivalent in Czech Crowns) per Occurrence, General Aggregate, Product and Completed Operations Aggregate, Personal & Advertising Injury
Automobile Liability covering all autos used in connection with the work performed	\$2,000,000 (or its equivalent in Czech Crowns) combined single limit covering property damage and bodily injury per occurrence or the limit mandated in law
Workers' Compensation/Employee Injury	As required by local law and/or statute governing such insurance in the jurisdiction where work is to be performed and/or as applicable to the employees conducting the work
Employer's Liability	\$1,000,000 (or its equivalent in Czech Crowns) per each accident, each employee, each disease – policy limit or as required by local law or statute
Professional Liability (if applicable)	\$1,000,000 (or its equivalent in Czech Crowns) per each claim
Blanket Fidelity Bond (Crime Insurance)	As required by the Applicable Laws (if applicable)

* Commercial General Liability limits may be met with a combination of General Liability and Umbrella/Excess Liability policy limits.

14.2 The Seller shall furnish to the Buyer a proper evidence of such cover within ten (10) days following the Buyer's written request.

14.3 The existence of insurance does not release the Seller of its obligations or liabilities under the Contract.

14.4 Where the insurance coverage and/or limits are stated by the Applicable Laws, local requirements apply subject to the minimum limits stated in Section 14.1 above.

15. Termination

15.1 The Buyer may terminate the Contract to the extent permitted by the Applicable Laws, without liability to the Seller, and the Seller shall reimburse the Buyer for all costs, including without limitation legal and other professional fees, incurred to the Buyer in connection therewith, if: (a) the Seller becomes insolvent; (b) the Seller files a voluntary petition on commencement of insolvency proceedings; (c) an involuntary petition on commencement of insolvency proceedings is filed against the Seller; (d) a liquidator or an insolvency trustee is appointed for the Seller; or (e) the Seller executes an assignment for the benefit of creditors.

15.2 The Buyer may terminate the Contract, without liability to the Seller, if the Seller: (a) repudiates, breaches or threatens to breach the Terms; (b) fails or threatens not to deliver the Supplies or perform services in connection with the Contract; (c) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of the Supplies and does not correct the failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from the Buyer specifying the failure

or breach; or (d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of the Supplies for the Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of the Seller. The Seller shall notify the Buyer within ten (10) days after entering into any negotiations that could lead to the situation specified in subsection (d) above, provided that upon the Seller's request, the Buyer enters into an appropriate non-disclosure agreement related to information disclosed to the Buyer in relation to such transaction.

15.3 In the event that either Party is unable, delayed or prevented in performing its obligations under the Contract by reason or circumstances beyond its reasonable control and which it has not brought about at its insistence for a period of more than sixty (60) days, the Contract shall terminate forthwith.

15.4 The Buyer may at its own discretion immediately terminate all or any of the Contracts at any time without a reason giving a written notice to the Seller.

15.5 Upon receipt of termination notice, and unless otherwise stipulated by the Buyer, the Seller shall: (a) promptly terminate all work under the Contract; (b) transfer title and deliver to the Buyer the finished Supplies, the work in progress, the parts and materials that the Seller reasonably produced or acquired according to quantities ordered by the Buyer and that the Seller cannot use in producing goods for itself or for others; (c) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' possession; (d) take actions reasonably necessary to protect property in the Seller's possession in which the Buyer has an interest until disposal instruction from the Buyer has been received; and (e) upon the Buyer's reasonable request, cooperate with the Buyer in transferring the production of the Supplies to a different supplier.

15.6 If not stipulated otherwise herein, the Buyer shall pay to the Seller, upon termination of the Contract: (i) the Price for all finished Supplies in the quantities ordered by the Buyer that conform to the Contract; (ii) the Seller's reasonable actual cost of the parts and materials transferred to the Buyer under Section 15.5 (b) above; (iii) the Seller's reasonable actual costs of settling claims regarding its obligations to its subcontractors to the extent directly caused by the termination; and (iv) the Seller's reasonable actual cost of carrying out its obligation under Section 15.5 (d) above. The Seller shall furnish the Buyer, within one (1) month after the date of termination of the Contract (or such other period as may be required by the Buyer's Customer), its termination claim, which shall consist exclusively of the items of the Buyer's obligation to the Seller, sets forth in this Section 15.

15.7 Notwithstanding any other provision contained in this Section 15, the Buyer shall have no obligation for and shall not be liable to the Seller, directly or on account of claims by the Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that the Seller fabricates or procures in amounts exceeding those specified in the Order, or general administrative charges from termination of the Contract, except as otherwise expressly agreed.

15.8 The Buyer's obligation upon termination under this Section 15 shall not exceed the obligation the Buyer would have had to the Seller in the absence of termination.

15.9 The obligations contained in this Section 15 shall continue notwithstanding any termination of the Contract.

15.10 The Buyer may audit the Seller's records before or after payment to verify amounts requested in the Seller's termination claim. The Buyer shall have no obligation for payment to the Seller under this Section 15 if the Buyer terminates the Contract because of a default or breach by the Seller.

16. Force Majeure

16.1 The Buyer shall not be responsible for any loss or damage of any kind occurring as a result of a failure of, or delay in, performance under the Contract in the event such performance is delayed or prevented

by circumstances beyond its reasonable control and which have not been brought about at its insistence.

16.2 The Parties shall use reasonable diligence to seek to overcome any circumstance or event falling within Section 16.1 herein.

16.3 No charges shall be payable by the Buyer to the Seller during any period to which this Section 16 applies.

17. Information and Intellectual Property Rights

17.1 The Seller shall not to assert any claim against the Buyer, the Buyer's customers, or their respective suppliers, with respect to any technical information that the Seller has disclosed or may disclose to the Buyer in connection with the Supplies, except to the extent expressly covered by a separate written confidentiality and/or license agreement signed by the Buyer or by a valid patent expressly disclosed to the Buyer prior to or at the time of the Contract.

17.2 The Seller shall indemnify and hold harmless the Buyer and its successors against any claims of infringement of any intellectual property right (including any patent, trademark, copyright, design) and against any resulting damages or expenses, including legal and other professional fees arising in any way in relation to the Supplies (including without limitation their manufacture, purchase, use and/or sale), except to the extent such infringement is actually embodied in designs created by the Buyer and provided in writing to the Seller.

17.3 Copyrights in the Supplies and all drawings, documents and other information related thereto and produced by or on behalf of the Seller shall remain vested in the Seller.

17.4 The Seller shall grant to the Buyer a non-exclusive, irrevocable, royalty-free license to use any intellectual property owned by the Seller that is necessary or incident to the reasonably intended use or application of the Supplies.

18. Confidentiality

18.1 The Seller acknowledges that proprietary and confidential information shall be received from the Buyer or developed for the Buyer under the Contract, regardless of whether such information is marked or identified as confidential.

18.2 The Seller agrees to keep all proprietary or confidential information of the Buyer in strictest confidence, and further agrees not to disclose or permit disclosure to others, or use for other than the purpose of the Contract, any proprietary and confidential information of the Buyer.

18.3 Following the expiration of the Order or termination of the Contract, upon the Buyer's request, the Seller shall promptly deliver to the Buyer relevant documents and other media, including all copies thereof and in whatever form that contain or relate to the Buyer's confidential or proprietary information.

18.4 The Seller's obligations under this Section 18 shall continue for a period of six (6) years from the date of disclosure of information covered by this Section 18, unless a longer period is specified in writing by the Buyer.

18.5 The restrictions and obligations of this Section 18 shall not apply to information that: (a) is already publicly known at the time of its disclosure by the Buyer; (b) after disclosure by the Buyer becomes publicly known through no fault of the Seller; (c) the Seller can establish by written documentation was properly in its possession prior to disclosure by the Buyer or was independently developed by the Seller without use of or reference to the Buyer's information; or (d) is required to be made pursuant to the Applicable Laws.

18.6 Notwithstanding anything to the contrary in these Terms, any confidentiality or non-disclosure agreement between the Parties that predates the Order shall remain in effect except as expressly modified by the

Order, and to the extent of a conflict between the express terms of such an agreement and this Section 18, the terms of that agreement will control.

19. Publicity

The Seller shall not advertise, publish or disclose to third parties (other than to the Seller's professional advisors on a need-to-know basis) in any manner the fact that the Seller has contracted the Buyer to furnish the Supplies covered by the Contract or the terms of the Order and/or the Contract, or use any trademarks or trade names of the Buyer in any press release, advertising or promotional materials, without first obtaining the Buyer's prior written consent.

20. Relationship of Parties

20.1 The Parties are independent contracting parties and nothing in the Contract shall make either Party the employee, agent or legal representative of the other for any purpose. The Order and/or the Contract do not grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

20.2 The Seller shall be solely responsible for all employment and income taxes, insurance premiums, charges and other expenses it incurs in connection with its performance of the Contract, except as expressly provided in a written agreement signed by the Parties. All employees and agents of the Seller or its respective contractors are employees or agents solely of the Seller or such contractors, and not of the Buyer, and are not entitled to employee benefits or other rights accorded to the Buyer's employees. The Buyer is not responsible for any obligation with respect to employees or agents of the Seller or its contractors.

21. Assignment

The Seller shall not assign or delegate any of its obligations under the Contract without the Buyer's prior written consent. In the event of any approved assignment or delegation authorized by the Buyer, the Seller retains all responsibility for the Supplies, including all related warranties and claims, pursuant to the Applicable Laws.

22. Governing Law

22.1 The Order, the Contract and/or the Terms shall be construed and governed in all respects in accordance with the laws of the Czech Republic and any disputes or differences shall be subject to the exclusive jurisdiction of the Czech courts.

22.2 Nothing herein contained shall be construed or deemed to constitute a partnership or joint venture between the Parties hereto and in relation to the former neither Party shall be bound by any representation, act or omission of the other.

23. Severability

If any term of the Order, the Contract and/or the Terms is invalid or unenforceable under the Applicable Laws or under any decision of the competent authority, the respective term shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with the Applicable Laws and/or a respective decision of the competent authority. The remaining provisions of the Order, the Contract and/or the Terms shall remain in full force and effect.

24. Waiver

The failure of either Party at any time to require performance by the other Party of any provision of the Terms shall not affect the right to require performance at any later time, nor shall the waiver of either Party of a breach of any provision of the Terms constitute a waiver of any later breach of the same or other provision of the Terms.

25. Survival

The obligations of the Seller towards the Buyer arisen from and in connection with the Order, the Contract and/or the Terms shall survive termination of the Order and/or the Contract, except as otherwise provided in the Terms.