

ASV výrobní družstvo, Školní 71 , CZ - 517 01 Solnice

General Commercial Terms and Conditions No. 1.0

issued in accordance with Sec. 273 of the Commercial Code No. 513/1991 Coll. as amended

Introductory provisions

These General Commercial Terms and Conditions (hereinafter referred to as „GCTCs“) form an integral part of the agreements made by ASV výrobní družstvo, Company ID: 47452544, with its registered office at Solnice, Školní 71, Post Code: 516 01, entered in the Commercial Register kept by the Regional Court in Hradec Králové, in Section Dr, Insert 176, as the buyer or customer, as appropriate (hereinafter referred to as „Customer“) on one side, with individual sellers or contractors, suppliers (hereinafter referred to as „Supplier“) of goods, fixtures, templates, special tools and services on the other side.

Different arrangements in individual agreements made between the Customer and the Supplier will prevail over the wording of these GCTCs.

1. General – Scope of applicability

1.1 These GCTCs come into force and effect on 1 April 2011 and are published from time to time on the Customer's website www.asv-solnice.cz. The Customer is entitled to change or cancel these GCTCs unilaterally at any time. The Customer is obliged to inform about this fact on its website immediately.

GCTCs apply to all orders placed by the Customer (either in writing, electronically or by fax or phone), under which the Customer is obliged to accept the performance provided that the orders have been accepted by the Supplier.

1.2 GCTCs become an integral part of the agreements made between the Customer and the Supplier. All agreements made between the Customer and supplier for the purpose of entering into the contracts as well as the contracts must be made in writing. The requirement of written form is also deemed to be fulfilled if made in electronic form. E-mail means may be used to submit the draft contracts and counter-drafts.

2. Offer – Order – Execution of contract

2.1 Orders may be made in writing, electronically and by fax as well as delivered by post, electronically or by fax, as appropriate. In the event of acceptance of the order, the Supplier undertakes to notify the Customer of this fact without unnecessary delay no later than 6 calendar days from the receipt of the order using the same means and delivery.

2.2. If an order is placed by the Customer, it applies that these GCTCS will be accepted without reservation for the execution of the contract with the Supplier. If the Supplier fulfils the delivery of goods, services or works in accordance with the delivered order without making any objection thereto, these GCTCs will apply to mutual relationships between the Customer and the Supplier.

2.3. In the event of repeated fulfilment of individual orders (based on concluded contracts it will apply that if the Supplier fails to confirm the order within 7 calendar days from its delivery, the Customer will be

entitled to withdraw from the order. In other cases, the Customer's proposal will apply (the Customer feels bound by it) as formulated in the order for the following 7 calendar days from delivery of the order.

2.4. The orders may contain delivery plans with deadlines by which, if accepted, the Supplier will be bound in respect of provision of the performance.

2.5. The Supplier undertakes, free of charge and completely at its cost, to implement for the Customer the offers of deliveries, projects, patterns and other documentation, as applicable, independent of whether the order takes place or not unless otherwise agreed in advance.

3. Price – Transport - Packaging

3.1 The contracted prices are fixed prices for the whole period of deliveries based on accepted orders.

3.2 Unless agreed otherwise in writing, the price includes cost of packaging, loading, transport and insurance up to the agreed destination, which is the Customer's registered office, i.e. Solnice No. 71 or Rychnov n. Kn.

3.3 If no agreement has been made between the contracting parties as to the packaging and transport, the supplier is obliged to make sure that appropriate packaging and transport will prevent any adverse impacts on quality of goods and occurrence of any damage on the products. Customer's packaging regulations, which will be specified in the Customer's order or in the contract made between the Customer and Supplier, are binding for the Supplier in every case.

If, based on agreement of the contracting parties, the Supplier charges the Customer for the packaging and rental fees of packages, it will only amount to the price for which they have been obtained by the Supplier.

3.4 The Supplier undertakes to attach to each delivery a delivery note and the requested or necessary documentation as requested by the order, which must contain the Customer's and the Supplier's addresses, order number, Customer's specification of material/product, status of any change of drawing and packaging data (quantity and type), unless expressly agreed otherwise. The Customer is entitled to return any consignments without this data to the Supplier.

4. Invoice – Due date – Assignment of claims

4.1 Invoices must be delivered to the Customer upon each dispatch of delivery (performance) within 7 calendar days from the day of dispatching thereof, but separately from the delivery. If the invoices are delivered before the received deliveries, the day on which the deliveries were given over to the Customer based on the delivery note will be considered the date of their delivery.

Invoices must always be sent to the Customer's address (financial-accounting department) and apart from the elements specified in Art. 4.4 they must contain the the order number, delivery note number and the name of Customer, if appropriate.

4.2 Invoices (tax documents) will be due 60 days from their delivery, unless the order specifies otherwise. In such case, due date specified in the order will prevail.

4.3 If the Customer is in default with payments, the Supplier is entitled to request that the Customer should pay the delay charge in statutory amount, which are set off against damages, if any.

4.4 The invoice must contain all elements of a tax document including the address specified in the order, delivery note number, relevant order number, delivery terms and conditions, quantity and identification number of the product, total price and other data specified by legal regulations. The Supplier is liable for any consequences resulting from failure to meet these obligations unless the Supplier proves that such failure was not due to its fault.

4.5 A certificate of acceptance, drawing documentation and 3D data (in s format required by the Customer) must be attached to the invoices for manufacture of the production instruments (tools, gauges, etc.).

The Customer is not in default with payment of the invoice if the invoice has been sent contrary to provisions of Art. 4.4 and 4.5 of GCTCs until the Supplier has removed such defects.

4.6 The Customer has the right to set-off and the right to retain the payment to the extent given by law and under the conditions specified below.

In the event of a claim regarding defects in the performance delivered (goods, work, services) the Customer is not obliged, until the time of their removal, to pay the part of price that would correspond to the Customer's title to discount in the event that the defects were not removed in time. If the payments for defective deliveries have been made already, the Customer is entitled to require the refund thereof in terms of the applied discount up to the amount of the discount, by which the Customer requests the price to be reduced, or to retain any other payable payments up to the amount of payments for defective deliveries or applied discounts, as applicable. For this period, the Customer is not in default with the payment thereof.

4.7 The Supplier is not entitled to assign its claims against the Customer to a third person without prior written consent of the Customer.

5. Delivery date – Default of delivery - Subdeliveries

5.1 Delivery date specified in the accepted order is binding for the Supplier. From the point of observation of delivery dates and periods, the moment of delivery to the Customer or the forwarder determined by the Customer will be the decisive moment of delivery of the performance. If the Supplier finds that the deadlines agreed cannot be met, it is obliged to notify the Customer in writing of this fact without delay, specifying the reason and time of duration of the default.

5.2 If the Supplier is in default with the delivery, the Customer is entitled to request the agreed contractual penalty from the Supplier in the amount of 0.5% from the price of delivery for each day of default, but max. 10% from the price of delivery. If the delay exceeds 30 days, the Customer is entitled to withdraw from the contract and request the agreed compensation in the amount of 15% from the price of the delivery. The Customer is entitled to request from the Supplier, apart from the contractual penalty, also the damages for the damage resulting as a consequence of the Supplier's default. Contractual penalty or compensation for repudiation are payable within 10 days from the day of accounting thereof.

5.3 If the agreed deadlines cannot be observed due to circumstances caused by the Supplier, the Customer is entitled to procure a substitute performance from a third person upon expiry of a reasonable deadline determined by the Customer. In such event, the Supplier undertakes to pay the Customer all the cost incurred by the Customer in this respect within 10 days from the accounting thereof.

5.4 The Supplier undertakes to perform on the basis of the order at the Supplier's cost and its own risk using its own means and forces. Pursuant to prior Customer's consent, the Supplier is entitled to perform or partially perform through subcontractors provided that the subcontractors (third persons) meet all the terms and conditions imposed by the Customer on the Supplier. Where the performance is provided by a subcontractor, the Supplier's responsibility is the same as if the Supplier performed by itself.

6. Quality control

6.1. The Customer is entitled to control the delivery for its compliance with the order immediately after the supplied performance (products, goods and services) as well as the control of delivery in respect of any obvious transportation damage (check of quantity). The Supplier undertakes to enable the Customer to perform the subject control. If any defect is detected thereupon, the Supplier will be notified immediately. Any defects not detected during this inspection will be claimed to the Supplier within a reasonable time after detection thereof (particularly any product quality defects) in terms of subsequent processing of the product by the Customer. In such event it will apply that the Customer has claimed the defects in product in due any timely manner. Any defects discovered have to be reported to the Supplier without unnecessary delay within the warranty period in accordance with Art. 7 of GCTCs.

7. Warranty and titles from defects in performance

7.1 Liability for defects and the Customer's claims following from defects of the performance provided by the Supplier are governed by the applicable provisions of the Commercial Code No. 513/1991 Coll. As amended, unless specified otherwise hereinafter.

7.2 The Supplier is obliged to deliver the performance (products, goods, services, work) in agreed quantity, quality and design and to package these in accordance with agreed conditions. The Supplier represents and guarantees that all the products, goods, services or work supplied by it meet, at the moment of delivery to the Customer, the applicable binding legal regulations in the Czech Republic and EU, standards and directives of the authorities, professional associations and industrial unions, and that the Supplier is aware of no changes thereof. The same applies particularly in respect of provisions of the environmental protection law valid in the European Union, in the Czech Republic and at the place of the Supplier's registered office.

The Supplier obliges the Customer to inform immediately about any relevant changes of the above-mentioned regulations and standards, which the Customer has become aware of and which are to be implemented in the future. If the Supplier breaches particularly the above-mentioned obligations, it applies that the contract has been breached materially and the performance is defective. The contract has been materially breached and the performance (products, goods, work) are defective also in the event that the Supplier delivers other than agreed performance to the Customer or in the event of defects in documentation necessary for use of the product, goods or work.

7.3 If the Supplier has any doubt regarding the required properties of the goods that should be delivered, the Supplier is obliged to notify the Customer of the same immediately.

7.4 The Supplier assumes the warranty for quality of the provided performance (goods, work, products) for the period of 36 months, which starts running as follows:

- a) from the day of delivery of goods or work in respect of any goods or work that will not be resold, processed into other product, or that will be exclusively used by the Customer, as applicable;

- b) in all other cases from the day on which final product, into which the product or goods have been worked, or the work a part of which the provided performance (work) forms a part, is given over to the final user.

Unless contractually agreed otherwise, the period for claiming the defects with the Supplier (hereinafter referred to as "Deadline for Complaints") is preserved provided that the Customer raises the complaint with the Supplier or notifies the Supplier of the defect in product, goods or work, as applicable.

If the Supplier replaces any defective performance (goods, product, work) in terms of a filed complaint, a warranty period starts running again from acceptance of the new performance.

The Supplier represents that in accordance with Sec. 401 of the Commercial Code No. 513/1991 Coll., as amended, it extends the period of statutory limitation to 10 years in respect of rights following from defects in supplied items, work, goods and product.

Claims following from defects in goods will not prejudice the Customer's title to damages or contractual penalty, if agreed.

7.5 All claims following from both factual and legal defects of products, material, goods or work, particularly the right to withdraw, discount on the price and the Customer's title to damages including the damages in lieu of performance in the event of withdrawal from the contract, will remain unprejudiced.

If the Supplier fails to meet its obligation of additional performance within the reasonable period specified by the Customer, the Customer will be entitled to take necessary measures by itself or have third persons perform them, both at the expense and risk of the Supplier. In urgent cases, the Customer may provide postponed performance, where practicable and with the Supplier's consent, in a form of removal of defect by itself or have a third person to perform the same. For the sake of uninterrupted production, the Supplier can remove any minor defects by itself without prior consent of the Supplier, and to bill the necessary expenses to the Supplier without causing any breach of the Supplier's legal obligations. The same applies where unusually high damage threatens.

7.6 Defects in product, goods or work are deemed irremovable where the products, goods, or work have already been given over to a third person in terms of their further processing and working in. In such event, these persons will provide for the additional performance in a substitute manner in terms of the complaint filed, while the Supplier undertakes to refund any cost claimed by such persons in respect of the Customer; in the event of defective products from the Customer's clients, who are not obliged to return any defective products, also without physical proof of defective condition of the product.

Markets, which are not obliged to return defective products, are all the sales markets for which no obligation to return defective products has been agreed with the Customer's client or where such obligation has been agreed in part only.

7.7 If the Customer is able to remove defects in product, goods or work by itself, the Customer will inform the Supplier of this fact and after mutual approval the Customer will remove the defects at the Supplier expense.

7.8 If the Customer refuses any defective goods, products, work or services, as applicable, these will be deemed undelivered and the Supplier will be in default with the delivery thereof.

8. Recourse in relation to delivery

8.1 If any recourse requests are raised against the Customer by the Customer's client and such recourse requests consist in a defect of the product delivered by the Supplier, the complaint periods and warranty period will end upon expiry of 5 years from the date of delivery of the product to the Customer.

9. Recourse - Insurance

9.1 If the Supplier is liable for a damage caused by a defect in product, the Supplier is obliged, on the first demand, to discharge the Customer from any third persons' claims for damages. The Supplier is also obliged to refund the Customer for any damage incurred by the Customer in relation to the aforementioned. The option to claim damages from the Supplier comes under the statute of limitation upon expiry of 10 years from delivery of goods to the Customer.

In this respect, the Supplier is also obliged to refund the Customer for any cost resulting from or relating to withdrawal of any product from the client or end user. The Customer will inform the Supplier – if possible and acceptable – about the scope and contents of the measure to be taken, giving the Supplier the opportunity to submit its opinion.

9.2 The Supplier undertakes to establish the insurance of liability for damage caused by defect in product with coverage amount in the amount of insurance relevant to the damage as a flat sum for each damage to person/thing; the Supplier also undertakes to provide proof of such insurance duly on request. Apart from this, the Supplier is obliged to inform its relevant insurer about its obligation in accordance with section 9.1.

9.3 The Supplier is liable for any consequential damage incurred by the Customer due to reasonable preventive measures against any raised claim from the liability for defects in product or from breach of safety regulations. This applies notwithstanding Sec. 7a of the Act No. 59/1998 Coll., Act on Liability for Damage Caused by Defect in Product, and notwithstanding Sec. 373 and 383 of the Commercial Code. To provide for reimbursement of such damage, the Supplier undertakes to establish the insurance of liability for damage caused by operation or insurance of liability for damage caused by defect in product and insurance for environmental damage, i.e. for damage to persons, things and property including potential damage to product – property and consequential damage to property as well as environmental damage with minimal coverage in the amount relevant to the damage. The amount of coverage must have double annual maximisation and must have worldwide applicability. The Supplier is obliged to prove the existence of such insurance on request.

9.4 If the loss incurred exceeds the relevant amounts of coverage or if the insurer refuses to pay its obligation for other reasons, either fully or in part, the Customer's claims for damages against the Supplier will remain unprejudiced thereby.

10. Invalidity of limitation / Exclusion of liability

10.1. If the Supplier has limited and/or excluded its liability in its general commercial terms and conditions, such provisions will be ineffective in respect of the Customer. This applies particularly to limitation of liability in the area of default of delivery, culpable breach of, among other things, non-substantial contractual obligations as well as liability for causing material and consequential loss due

to negligence as well as liability for compensation of damage to employees, staff, fellow-workers, agents or third parties authorised by the Supplier to fulfil its obligation.

11. Quality

11.1 Processes necessary for production of the product and the materials used for production must meet applicable legal provisions and currently applicable regulations or relevant licensing procedures as well as the rules and provisions for safety at work, environmental protection and dangerous substance protection regulations. Apart from this, the Supplier is obliged, in respect of any production abroad, to make inquiries about laws specific for the given country and industry and to take them into account and observe them in its deliveries.

11.2 Before delivery of a new product and upon any change of assignment, the Supplier is obliged to submit test reports of the first sample (in accordance with VDA/PPAP) to the Customer with corresponding number of patterns (or subdivided by groups, if appropriate).

11.3 The Supplier undertakes submit the relevant material certificate in accordance with EN 10204 with all supplies of raw materials and substances. It must be obvious from the material certificate or from a clearly attached annex that the supplied products with specification of the delivery note number, product number, lot number were made of the material specified in the material certificate. In other cases, the material certificate has to be submitted on request, unless requested otherwise in the order.

For all raw materials, auxiliary and operating substances, also the European Union's Safety Data Sheet, Technical Data Sheet, origin or goods and ID registered in IMDS system, provided that such request is specified in the order, must be supplied together with the first delivery and upon any change.

11.4 After the Customer has approved the first production samples, the Supplier must not change their appearance, material or production methods without the Customer's written approval.

11.5 Release of the first samples by the Customer does not discharge the Supplier from its liability for conformity of the product with the requirement and from the liability for damage.

11.6 The Supplier is obliged to report any actual or apparent defects and non-conformities of the supplied products to the Customer. Variation procedure must be initiated by the Supplier in order to be able to release such a delivery.

In the event of incidence of a defective delivery, the subsequent activities will always be consulted with the Supplier in writing.

11.7 The Customer is entitled to charge the agreed administrative fee in the amount of €65 to the Supplier in terms of filing any complaint for any performance supplied in terms of a complaint procedure. If any extra cost caused by defect in supplied product is incurred by the Customer, it will be transferred to the debit of the Supplier who undertakes to reimburse it.

11.8 The Supplier undertakes to keep and improve continuously the quality control system in accordance with ISO 9001 or ISO/TS 16949. The Supplier must duly provide for compliance with all requirements of these standards and the compliance must be regularly certified by an accredited organisation.

The Supplier undertakes to enable the Customer to make a process audit following the Customer's prior request.

11.9 The Supplier undertakes to create a functional emergency plan of deliveries in order to avoid any threat to fluency of the Customer's production in the event of any problem.

11.10 The Customer has the right to inspect the Supplier's production, take a sample and perform other necessary investigations. The Supplier must ensure the corresponding right for the Customer, where production takes place, either fully or in part, at the place of a third person commissioned by the Supplier.

12. Rights of use - licences / Rights for protection

12.1 The Supplier guarantees that it is the lawful owner of all necessary intellectual property and industrial rights in respect of the supplied products. The Supplier grants the Customer a non-exclusive, transferrable right to use the product, unlimited as to time/territory, and the Supplier agrees that the Customer may use and handle the supplied products.

The Supplier grants the Customer all the relevant rights necessary for use of the supplied products, particularly the intellectual property right, patents and all the rights related to industrial patterns.

The Customer is entitled to use the software and documentation pertaining to the products. The Supplier agrees that the supplied products will be sold by the Customer to third persons and the Supplier guarantees that no rights will be breached by proceeding in this manner. If the grant or use of the above-mentioned rights is conditioned by any special registration, the Supplier is obliged to obtain such registration for the Customer. The fee for use of the above-mentioned intellectual or industrial property rights or payment made by the Supplier in relation to this provision of GCTCs is included in the prices agreed. No special fee will be paid for use of the above-mentioned rights. The Supplier undertakes to carry out all necessary actions relating to the above-mentioned obligations. The Supplier undertakes to pay the Customer any damage, which may be incurred by the Customer in consequence of breach of the above-mentioned obligations of the Supplier.

12.2 The Supplier is liable for non-breaching of any rights of third persons – either in home country or abroad – in relation to its delivery.

12.3 If any third persons' claims are filed against the Customer in this respect, the Supplier will be obliged to discharge the Customer from any such claims on the first demand; the Customer is not entitled in this respect to make any agreements with the third parties, particularly to execute a settlement, without the Supplier's consent. The Supplier is also obliged to refund the Customer for any damage incurred by the Customer in relation to the aforementioned. The option to claim damages from the Supplier comes under the statute of limitation upon expiry of 10 years from delivery of goods to the Customer.

12.4 .

13. Tools and templates

13.1 Operating and production instruments such as tools and templates („Production Instruments“) made available to the Supplier by the Customer will remain the Supplier's property. Any Production Instruments procured, supplied or manufactured by the Supplier and which have been reimbursed by the Customer or depreciated in the price of the product will become the Customer's ownership or the ownership of the Customer's client.

13.2 Before handing the operating and Production Instruments specified in section 13.1 to the Customer, the Supplier is obliged to insure them at its expense up to the amount of their new value, particularly against any damage caused by fire, water and theft. At the same time, the Supplier will at this moment already assign any claims for damages under this insurance to the Customer and the Supplier will be

obliged to inform its insurer about such assignment immediately; the Customer hereby accepts such assignment.

13.3 The Supplier is obliged to perform, at its expense and in time, any maintenance, inspection and repair works on the Production Instruments according to section 13.1 as necessary. The Supplier is obliged to report any failures no later than 24 hours (on work days) including photo documentation of the failure and scheduled plan for its removal and to proceed immediately according to such plan approved by the Customer. This will not prejudice the right to damages incurred by the Customer in consequence of delay in respect of the Customer's client.

13.4 The Customer will store the Production Instruments under section 13.1 in order to prevent from any damage thereof; the owner of the Instruments will be identified on them. The Customer is obliged to take care of the vested tools with due diligence.

13.5 Production Instrument may be changed with express consent of the Customer only. If the changes have been approved by the Customer, the Supplier is obliged to perform such changes in cooperation with the Customer so that serial deliveries are not endangered.

13.6 The Customer is entitled to check the Production Instruments at any time based on prior notice to the Supplier.

13.7 If the Supplier breaches its obligations following from GCTCs or if the parties fail to agree on the requirement for change of price for products or a part thereof manufactured with the Supplier's Production Instruments or on any other matters in terms of performance of the job, the Customer can take away such Production Instruments and all the related necessary documents from the Supplier. Acceptance will take place in the Customer's office; the Supplier shall bear the cost of the acceptance. Otherwise, the Supplier will be obliged to release the Customer's Production Instruments to the Customer on request, with exclusion of the right lien.

13.8 Unless agreed otherwise, the Supplier assumes to its debit all necessary repairs and renovation of Production Instruments as may be necessary for fulfilling the Customer's order. The use of renovated Production Instrument will require their release for production by the Customer.

13.9. The Supplier must retain any Production Instruments and documentation not requested by the Customer for the period of 15 years from termination of a series for free. Subsequent liquidation may be carried out with the Customer's consent only.

14. Confidentiality

14.1 In respect of the submitted pictures, drawings, calculations and other documents, the Customer reserves the ownership titles and copyright; these must not be made available to any third persons without prior written consent of the Customer. They must be exclusively used for production based on the Customer's order. The subject information is deemed to be confidential in accordance with Sec. 271 of the Commercial Code. In the event of breach of this obligation, the Supplier is obliged to pay the agreed contractual penalty to the Customer in the amount of CZK 300,000 for each breach of such obligation; the penalty will be payable within 10 days from the day of account.

14.2 The Supplier undertakes to keep confidential any commercial or technical documents, information and data made available to the Supplier in terms of contractual cooperation with the Customers; the Supplier particularly must not disclose them to any third person either explicitly or in a manner allowing for deducing such documents and information; the Supplier, however, may use the only for the purpose

of fulfilling the Customer's order and make them available to only such persons and fellow-workers, who need to know them in order to be able to fulfil the order. This will not apply in respect of demonstrably publicly known facts.

14.3 The Supplier's subcontractors must be obliged adequately.

14.4 The contracting parties may advertise their mutual business relationship with prior written consent of the other contracting party only.

15. Severability clause

15.1. If any individual provision of GCTCs is fully or partially invalid, ineffective or unenforceable, it will not affect the validity, efficiency or enforceability of the other provisions.

16. Force Majeure, withdrawal

16.1 The contracting parties will not be liable for breach of contract provided that such breach is a consequence of acts of God, particularly industrial disputes (with employees), interruption of production without fault of the contracting parties, unrests, interventions by government or any other events out of the contracting parties' control.

16.2 The Supplier is obliged to inform the Customer immediately of any incidence of a Force Majeure situation.

16.3 If any act of God occurs, the Customer will be entitled to withdraw from the contract, either fully or in part, provided that such act of God results in significant reduction of demand on the part of the Customer.

16.4 If any of the contracting parties discontinues payments or its property becomes subject to a bankruptcy procedure or if a petition for extrajudicial settlement is filed, then the other contracting party will be entitled to withdraw from the (so far) unfulfilled part of the contract.

17. Jurisdiction – Place of performance – Choice of law

17.1 In accordance with Sec. 89a of the Act No. 99/1963 Coll., Civil Procedure Code, the Supplier and the Customer have agreed that the venue of court for any potential disputes of the parties will be governed by the Customer's office entered in the Commercial Register. This, however, applies only to disputes to be resolved before the first-instance court and unless the law specifies exclusive jurisdiction.

17.2 Unless otherwise follows from the order or the contract, place of the Customer's office entered in the Commercial Register is the place of performance at the same time as well.

17.3 Unless specified otherwise, any relationships following from these GCTCs are governed by substantive and procedural law of the Czech Republic, particularly the Commercial Code No. 513/1991 Coll. as amended, with exclusion of provisions on conflict of the international private law and provisions of the UN Convention on Contracts for the International Sale of Goods.