

## **GENERAL TERMS AND CONDITIONS OF PROCUREMENT FOR ORDERS PLACED WITH SUPPLIERS**

If the Customer wishes to purchase services from the Partner by means of purchase orders, these General Terms and Conditions of Procurement (hereinafter referred to as "GTC") govern the content of the resulting supply contracts, the rights and obligations of the parties arising from such contracts, and the rules of performance of the contracts, provided that the parties conclude the contracts with reference to these GTC. The parties may deviate from the General Terms and Conditions provided they do so in writing.

When a service is ordered, the contract resulting from the offer and the acceptance thereof (hereinafter referred to as the "Contract") is constituted by the Purchase Order containing the specific business terms and conditions (hereinafter referred to as the "Purchase Order"), its annexes and these GTC, which shall in any case be treated and interpreted together.

In the event of any inconsistency between the provisions of the GTC and its annexes and the provisions of the Purchase Order, the provisions of the Purchase Order prevail in the legal relationship of the Parties.

In the performance of the Contract, the Parties expressly exclude the application of the Partner's general terms and conditions or any of its clauses.

### **1. INTERPRETATIVE PROVISIONS**

- 1.1. Customer: the entity that purchases the goods or services under the Contract.
- 1.2. Partner: the natural or legal person with whom/which the Customer concludes a contract.
- 1.3. Parties: Customer and Partner collectively
- 1.4. Purchase Order: a declaration by the Customer of its intention to purchase the goods/services specified in the Purchase Order, the acceptance of which by the Partner without changes or confirmation of which by the Partner with changes adopted by the Customer constitute a Contract between the Parties. If the Partner performs the contract without having accepted the Purchase Order and without having returned it signed to the Customer, no contract is concluded between the parties despite such performance and the Customer is under no obligation to accept such performance.
- 1.5. Contract: the Purchase Order, with the contents agreed by both parties, and these General Terms and Conditions together.
- 1.6. Service: the provision of the service and/or the supply of the equipment/materials covered by the Contract and specified in the Purchase Order, which the Partner agrees to perform subject to the terms and conditions set out in the Contract and the price of which, as set out in the Purchase Order, is payable by the Customer upon the proper performance of the Contract.
- 1.7. Certificate of Technical Performance: a certificate of performance, delivery/acceptance document or equivalent certificate issued by the Partner and signed by the Customer's representative, which must in any case include:
  - the names of the parties involved in the performance (Partner and Customer);
  - a detailed description and the quantity of the activities/services and/or goods supplied as part of the performance;
  - the exact time of performance;
  - the consideration for the activity or part of the work performed.
- 1.8. Intellectual Property Rights: all exclusive rights associated with intellectual works, including industrial property rights (inventions, (patents), trademarks, designs and designations of origin);

and copyrights, whether or not registered in a national or international database for the registration of intellectual property rights.

- 1.9. Contributors: the Parties' natural-person employees, company representatives, authorised employees and subcontractors acting in connection with the Contract during the conclusion and performance thereof.
- 1.10. Subcontractor: a third party that has a direct contractual relationship with the Partner or its Subcontractor for the provision of a specified part of the supply of services / goods under the contract.

## **2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 2.1. The scope of the goods or services ordered is set out in the Purchase Order.
- 2.2. Customer shall have the right to control the performance of the Partner's obligations under the contract at any time, including inspection of the documents relating to the transaction, and requesting clarification or original documents from the Partner. The Partner shall at all times comply fully with the Customer's request and is responsible for providing the Customer with correct and complete information.
- 2.3. The Customer undertakes to provide the Partner with the information necessary for the performance of the Contract within the time limits. Should the Partner request additional information necessary for the performance of the Contract, the Customer shall provide the requested information within 5 (five) working days of the Partner's request. If a longer period is required to provide the data, the Parties agree in writing on a different deadline.
- 2.4. The Partner may only accept instructions from the Customer. If the Customer gives instructions that are impractical or unprofessional, the Partner must warn the Customer in writing, and if the Customer insists on the instructions despite the Partner's warning, the Partner may rescind or terminate the Contract or perform the services at the Customer's risk. The Partner must refuse to comply with the instruction if its execution would lead to a breach of the law or of an official decision or would jeopardise the health or property of others. Liability for any damage resulting from an impractical or unprofessional instruction is to be borne by the Customer, provided that the Partner warned the Client in writing of the consequences thereof. If the Partner fails to comply with this obligation, it is fully liable to indemnify the Customer for any resulting damage suffered by it.
- 2.5. The Customer has the right to inspect the goods or service supplied by the Partner. The Customer may also involve a third party in the inspection of the Partner's performance. The Customer shall notify the Partner in writing of the names of the persons acting on behalf of such third party, the measures which they may take on behalf of the Customer and their powers. Until such notice has been provided, no third party may act on behalf of the Customer.
- 2.6. The Customer has the right to refuse acceptance of the performance of the Contract or any part thereof if it finds it defective or of unsatisfactory quality, provided that such refusal is subject to written reasoning given to the Partner. The Partner shall remedy any defects found or replace the goods. If the Partner fails to comply with its obligation to repair any defects or replace defective goods within a reasonable time, the Customer has the right to order the goods/service from a third party and to recover all related costs incurred from the Partner. Failure on the part of the Customer to carry out an inspection in no case exonerates the Partner from any liability for defective performance or defects in the materials installed or used.
- 2.7. The Customer may, giving its factual and substantiated reasons in writing, request that a specific employee of the Partner or any other person assisting the Partner in performance not participate in the further performance of this Contract. The Partner shall comply with the request within a period mutually agreed by the Parties in a documented manner, but no later than within 3 (three) working days, and, if necessary, provide another suitable person or Contributor.

- 2.8. The Partner shall obtain any permits and approvals from the authorities that may be required for the completion of performance, organise consultations with the authorities and prepare memoranda thereof.
- 2.9. The Purchase Order must specify if the Partner qualifies as a low tax-bracket enterprise under Act CXLVII of 2012 on the Fixed-Rate Tax of Low Tax-Bracket Enterprises and on Small Business Tax (KATA).
- 2.9.1. If the Customer pays a fee exceeding HUF 3 M in a calendar year to such Partner, the Customer shall pay the tax on the amount exceeding this amount.
- 2.9.2. If there is a change in the way of doing business or in the Partner's tax status, the Partner shall notify the Customer in writing within 5 working days of the date of the change.

### **3. CONDITIONS OF PERFORMANCE**

- 3.1. Performance schedules, performance deadlines and the final performance deadline are set out in the Purchase Order.
- 3.2. The Partner shall act in accordance with the provisions of Annex 1 to these GTC in connection with the use of the Electronic Road Freight Control System (EKÁER).

#### **3.3. Date of delivery:**

The Partner shall deliver and provide the goods and services specified in the Purchase Order to the Customer by no later than the date specified in the Purchase Order. The quantity of goods specified in the Purchase Order is both the maximum and the minimum quantity to be supplied, and the Partner may not contractually supply more or less than the quantity specified in the Purchase Order.

#### **3.4. Place(s) of performance:**

- 3.4.1. The Partner shall, as a general rule, supply the ordered goods or provide the ordered services at the Customer's registered office or at another place designated by the Customer.
- 3.4.2. If the Parties agree on a different place of performance, the agreed place of performance shall also be the place of quantitative and qualitative inspection. During the period of inspection, the Partner shall safekeep the goods delivered in good condition without any extra charge and shall be liable for any damage caused by its breach of contract during that period.

#### **3.5. Delivery and handover of goods:**

- 3.5.1. The Partner shall deliver the goods in appropriate packaging, which is suitable for preserving the integrity and condition of the goods during both transport and storage.
- 3.5.2. When transporting the goods, the Partner acts in accordance with and complies with any instructions of the manufacturer concerning transport. The Partner bears unlimited liability for any damage caused by failure to comply with such instructions.
- 3.5.3. The Partner must hand over the delivered goods to the Customer in appropriate, intact packaging.
- 3.5.4. Together with the delivered product, a certificate of quality and conformity in accordance with the currently valid and applicable European / international and Hungarian laws must be handed over to the Customer's representative. The goods must also have an additional certificate in cases required by law (e.g., an MSDS for chemical products, or the manufacturer's declaration of performance for goods falling within the product group listed in Annex 1 of Government Decree No. 275/2013 (VII.16.) on the detailed rules of designing

and incorporating construction products into works and on their declaration of performance, as specified in Section 5 of the Decree). The Customer is not required to accept the goods without the appropriate quality certificate for the goods in question.

3.5.5.If the packaging is damaged upon handover of the delivered goods, the Partner and the Customer's representatives must prepare a record of the damage and the nature of the damage. In such case, upon qualitative acceptance of the goods, the Customer also checks whether the damage to the packaging has affected the quality of the goods delivered.

3.5.6.The Partner has the right to use a carrier for the fulfilment of the Order upon prior notification to the Customer. The Partner bears the carrier's charges and the cost of transport, which it may not claim from the Customer.

3.5.7.Where a carrier is used, the Partner is liable to the Customer for any damage caused by such carrier in accordance with the rules set out in the Purchase Order with regard to damage caused or breach of contract by the Partner.

3.5.8.If the carrier delays or causes damage, acting in accordance with the rules of delivery with the assistance of a carrier, the Customer will take the necessary measures to enforce the claim against the carrier and notify the Partner thereof forthwith.

### **3.6. Quantitative and qualitative acceptance of goods:**

3.6.1.Upon receipt of the delivered goods, the Customer must immediately, but not later than eight days after receipt of the goods, commence a quantitative and qualitative inspection and continues to carry out such inspection for the time necessary for completion thereof.

3.6.2.If the Customer detects a quality or quantity defect at the time of acceptance, it must record the defect in a report and immediately notify the Partner thereof by sending it the report.

3.6.3.Any inaccurate indication of the Customer's claim against the Partner may be rectified subsequently.

3.6.4.If the Partner does not agree with the content of the report, it must indicate its objection in the report and submits it to the Customer within 3 (three) days. Failing this, the Partner may not subsequently object to the content of the report.

3.6.5.The Partner has the right to request an on-site inspection within 3 days of receipt of the report so as to allow the Parties to verify the shortcomings recorded in the report.

3.6.6.If an on-site inspection is carried out at a time agreed between the Partner and the Customer, a record shall be drawn up of the result of such inspection and the agreement reached, which document is valid only if signed by both parties. Should the parties fail to reach an agreement on the shortcomings identified, the procedure to follow is that laid down in the rules governing dispute settlement.

## **4. REMUNERATION AND TERMS OF PAYMENT**

4.1. The amount of the remuneration payable under the Contract is set out in the Purchase Order.

4.2. The Parties expressly set forth that the Partner may not claim any advance payment of its costs.

4.3. The Parties further agree that the remuneration under Clause 4.1 of the GTC includes all costs incurred by the Partner in the performance of the Contract (including but not limited to postage, photocopying expenses, travel expenses, environmental product charges) and any royalties payable for the use of any intellectual property created in the performance of the Contract, and that the Partner is not entitled to any additional compensation or remuneration in any way whatsoever beyond the remuneration defined in Clause 4.1 of the GTC.

4.4. The Purchase Order must specify the VAT rules applicable to invoicing.

Invoices issued to the name and address of the Customer must be submitted taking into account the following:

4.4.1. Pursuant to Sections 55-56 of Act CXXVII of 2007 on Value Added Tax, the date of performance on the invoice submitted shall be the date of actual performance.

4.4.2. In the case of partial performance, pursuant to Section 57 of Act CXXVII of 2007 on Value Added Tax, the date of performance on the invoice submitted shall be the date of signature of the certificate of partial performance by the Customer.

4.4.3. In the case of periodic invoicing or payment, invoices shall be issued in accordance with the provisions of Section 58 of Act CXXVII of 2007 on Value Added Tax.

If the Partner sends the invoice thus issued to MVM Services Zártkörűen Működő Részvénytársaság (registered office: 1081 Budapest, II. János Pál pápa tér 20.; company registration number: 01-10-048351; short name: MVM Services Zrt.), the entity managing the Customer's invoices, within more than 5 days from the date of issue of the invoice, the Partner is entitled to charge default interest as specified in Clause 4.12 in the event of a late payment only for the delay beyond the payment deadline stipulated in the Purchase Order, to be calculated from the date of receipt of the invoice.

4.4.4. If the Parties are both resident taxable persons and the contracted supply of goods/services is subject to the reverse charge procedure pursuant to Section 142 of Act CXXVII of 2007 (hereinafter referred to as the "VAT Act"), the Parties shall mutually inform each other of this fact. In such case, the invoice does not include any output tax or tax rate. In such case, the invoice must indicate that the Customer is liable to pay the valued added tax.

4.4.5. If the Partner is a non-resident taxable person in Hungary, the transaction, the place of performance and the manner in which the invoice is to be issued on that basis must be stated in the Purchase Order.

4.5. The invoice must be issued within 8 (eight) calendar days of performance.

4.6. The Partner has the right to submit its invoice in accordance with the content of the delivery notes signed and certified by the Customer after the Customer's acceptance of performance under the Contract. The invoice must be accompanied by the delivery note signed by the Customer.

In the case of invoices sent by post, the letter must be addressed to MVM Services Zrt., which is the Customer's invoice manager: 7031 Paks, Pf. [PO box]: 152.

In the case of electronically issued invoices, the invoice must be sent to the e-mail address of MVM Services Zrt. [konto\\_eszamlafogadas@mvm.hu](mailto:konto_eszamlafogadas@mvm.hu). The Customer must accept and process electronic invoices that comply with the European Standard EN 16931-1:2017 and the syntax list published by the European Commission in the Official Journal of the European Union for this standard.

4.7. The condition for the payment of the invoice by the deadline is that

- the invoice complies with the latest applicable statutory provisions,
- the invoice contains the Purchase Order number,
- the invoice contains the name, tax number and registered office of the Partner and the Customer,
- the invoice indicates the TESZOR or VTSZ number corresponding to the content of the Purchase Order,
- the signed delivery note(s) are attached as an annex.

- 4.8. The MVM Services Zrt. shall be entitled to return an invoice not submitted in accordance with the Agreement without any legal consequences of late payment, in which case the Partner shall reissue the invoice in accordance with the Agreement within 5 (five) working days.
- 4.9. The date of receipt of the invoice shall be the date on which MVM Services Zrt. registers the invoice as having been received.
- 4.10. The invoice is paid by bank transfer in accordance with the payment terms set out in the Purchase Order. The invoice amount shall be transferred to the bank account indicated in the Purchase Order or to the bank account specified on the invoice, which should be verifiable in the valid company information database. In all other cases, payment of the invoice may be suspended until the supplier returns a bank confirmation regarding the bank account number concerned.
- 4.11. If the due date falls on a non-working day, a bank holiday or a public holiday, payment is due on the following working day thereafter.
- 4.12. If the Customer fails to meet its payment obligations, it is liable to pay default interest from the first day of default. The rate of the default interest is the central bank's base interest rate. If the Party provides good reason for the delay, no default interest shall be payable. The parties have taken account of the default interest rate when determining the amount of the consideration in Clause 4.1 of these GTC.

## **5. WARRANTY, GUARANTEE**

5.1. The Partner represents and warrants that:

- it complies with the laws, official regulations and European and Hungarian standards, technological specifications and quality specifications stipulated in the Contract that are applicable to the Services covered by the Contract;
- there are no reasons relating to its person that would prevent the Partner from performing the Contract.
- the goods are not burdened by any restrictions or third-party rights and/or claims;
- it will supply the services/goods specified in the Contract with the expertise, professionalism, and diligence expected of it, at all times complying with the provisions of the Contract;
- In the performance of its obligations under the contract, it shall not involve, either in the context of an employment relationship or any other work-related relationship, the Customer's employee or any member of his/her family or any business entity in which such person has an ownership share;
- It will provide sufficient time, manpower and resources for the performance of its obligations under the contract and meet the deadlines set by the Customer;
- the services to be provided to the Customer on the basis of the contract, including any equipment, goods or materials to be delivered, shall be free from defects, deficiencies and damage and shall comply with the requirements of the contract for at least twelve (12) months from the date of performance of the services. In the event that the applicable law provides for a longer warranty period for the goods, then such longer warranty period shall apply.

5.2. The Partner undertakes a warranty of title and a warranty for latent defects for the goods supplied in accordance with the provisions of the Hungarian Civil Code and the Purchase Order. In this context, the Partner warrants that no third party has any rights in respect of the goods supplied that would restrict or prevent the Customer from acquiring ownership of the goods without any restrictions and free and clear of any encumbrances or from possessing or using the goods.

5.3. The Partner further warrants that the goods supplied comply with the requirements set out in the Purchase Order.

5.4. Duration of the guarantee: 12 (twelve) months from the date of acceptance of delivery, or, in the case of a statutory guarantee, the period stipulated therein, if longer.

## **6. DELAY**

- 6.1. If at any time during the performance of the Contract the Partner finds itself in a situation that prevents the timely performance of the Contract, it must immediately notify the Customer in writing of this fact, as well as the expected duration of and reasons for the delay and shall at the same time undertake an extended deadline.
- 6.2. In the event of delayed performance by the Partner, the Customer may also claim damages in excess of the default penalty and proven penalty pursuant to Clause 8.1 of these GTC. Payment of the penalty for delay does not release the Partner from its obligation to perform.
- 6.3. If it becomes apparent before the expiry of the time limit for performance under the Contract that the Partner can only perform the Contract with a significant delay, which is no longer in the interest of the Customer, the Customer has the right to purchase the service/goods from another source. The Customer may claim any resulting price difference from the Partner as compensation for the damage suffered or terminate the Contract with immediate effect or rescind the Contract with immediate effect, with the right to claim penalty and damages.
- 6.4. Acceptance of defective or late performance does not constitute a waiver of the right to enforce the claim.
- 6.5. If the Partner's delay exceeds 10 (ten) days from the expiry of the deadline for performance set out in the Purchase Order, the Customer may withdraw from or cancel the Order and, in addition to the penalty for default, may claim compensation for proven damages, including direct and consequential damages, in excess of the penalty.

## **7. DEFECTIVE PERFORMANCE**

- 7.1. The Customer shall immediately notify the Partner in writing of any defective performance, specifying the list of defective goods and the defects found. In the event of defective performance, according to the statement of the Customer, the Partner shall, at its own cost (including repair and other costs), start to remedy the defect as soon as possible, but not later than within 2 (two) working days, and complete the repair within a technically reasonable time. In the event of the Partner's defective performance, the Customer may claim penalty for defective performance pursuant to Clause 8.2 of the GTC and damages in excess of the proven penalty. The Customer has the right to assert its warranty claims, including in particular its claim for repair, even if it enforces a penalty for defective performance.
- 7.2. If, during the performance of the Contract, circumstances indicate that the performance will be defective, after the expiry of a reasonable time set for remedying the defect, the Customer may exercise its rights arising from the defective performance and may also claim penalty for defective performance and compensation for proven damages pursuant to Clause 8.2 of the GTC.
- 7.3. In the case of defective performance, the Customer may, at its discretion, choose between repair or replacement.
- 7.4. The repair or replacement must be carried out within a reasonable period of time and without prejudice to the interests of the Customer, taking into account the characteristics of the goods and the intended use expected by the Customer.
- 7.5. The Customer may withhold a proportionate part of the consideration until completion of the repair or replacement.
- 7.6. If the Partner does not undertake to repair or replace the item within a reasonable time or fails to do so as described above, or if the Customer's interest in the repair or replacement ceases to exist, the Customer has the right to repair the defect or have the defect repaired at the Partner's expense

without further notice and request a proportionate reduction of the consideration or to rescind (or terminate) the Contract.

- 7.7. The Partner is in default if, at the time of delivery, the quantity or quality of the goods or services supplied does not correspond to the quantity and quality specified in the Purchase Order or if the quality of the goods supplied does not meet the requirements of the standard or other legislation applicable to them.
- 7.8. Where defective performance occurs, in the case of a quantitative defect, the Partner shall replace the missing goods or provide the service not provided as soon as possible at the Customer's request, and in the case of a qualitative defect, if possible and without reducing the value and usability of the goods delivered, repair or, if necessary, replace them within a reasonable period of time.
- 7.9. In the event of defective performance, the Partner shall pay to the Customer the penalty for defective performance specified in the Contract. The Partner shall also indemnify the Customer for any damage proven to have been incurred by the latter in excess of the penalty. The Partner's indemnification obligation covers both direct and consequential damage.

## **8. DAMAGES AND PENALTIES**

### **8.1. Penalty for delay**

8.1.1. In the case of any delay caused by a breach of contract by the Partner or the Partner's Contributor, which is related to the performance of the Partner's obligations under the Contract, the Customer has the right to claim:

- a penalty and
- damages from the Partner.

8.1.2. The Partner shall pay a default penalty in the event of late performance of the Contract. The basis of the penalty is the total net fee pursuant to Clause 4.1 of the GTC. If the fee under Clause 4.1 of the GTC is payable to the Partner in multiple instalments in connection with multiple scheduled deliveries, the penalty shall be based on the net fee payable for the delayed scheduled delivery. The penalty rate is 1% of the basis of the penalty for late payment for each day of delay commenced, up to a maximum of 20%.

8.1.3. The Customer may also assert a proven claim for damages against the Partner in excess of the penalty and assert other claims arising from the breach of contract. Payment of the penalty does not release the Partner from its obligation to perform.

### **8.2. Penalty for defective performance**

8.2.1. In the case of defective performance, in addition to its warranty and guarantee rights, the Customer has the right to claim the following from the Partner:

- a penalty and
- damages from the Partner.

8.2.2. In the case of defective performance, the penalty is calculated for the period from the notification of the defect until its remedy at the same rate as the penalty for late performance, and the basis of the penalty for defective performance is calculated in the same way as that of the penalty for late performance.

8.2.3. The Customer is entitled to compensation for damages in excess of the penalty for proven losses caused by the defective performance and may enforce other rights against the Partner arising from breach of contract. The Customer has the right to enforce its warranty claims even if it enforces a penalty for defective performance.



### 8.3. Penalty for impossibility of performance<sup>1</sup>

8.3.1. The Partner is liable to pay a penalty in the event of the Customer's lawful exercise of its right of rescission or termination (contract frustration) due to impossibility of performance imputable to the Partner, the Partner's refusal to perform without legitimate reason and/or the Partner's breach of contract. The penalty for impossibility of performance is based on the total net price as defined in Clause 4.1 of these GTC; its rate is 20% of the base of the penalty.

8.3.2. The Customer may also assert a claim for damages in excess of the penalty and other rights against the Partner arising from the breach of contract, but the penalty for impossibility of performance excludes any claim for performance.

8.3.3. If the Partner causes damage to a third party that is not a party to the Contract by violating statutory provisions or by breaching its obligations under the Contract, and the injured third party asserts a claim for damages against the Customer, the Partner shall fully indemnify and hold harmless the Customer against liability for damages by compensating the injured third party for any damages directly and without limitation. In such case, the damages paid by the Partner must also cover the costs incurred by the Customer in connection with the claim for damages. The Partner undertakes to join the Customer as an intervener, if invited by the Customer to intervene in any action brought by a third party against the Customer as referred to above.

8.4. The Customer has the right to offset the amount of the penalty against any fee not yet paid in accordance with the Purchase Order. The invoice must be issued for the full amount. If offsetting is not possible, the Partner shall pay the penalty to the Customer within 10 (ten) days of receipt of the letter of demand to that effect.

8.5. If the Parties agree in the Purchase Order to apply a performance bond, 10 (ten) % of the gross amount of the total net fee according to Clause 4.1 of the GTC is retained by the Customer as a performance bond. If the conditions set out in the Purchase Order are fulfilled, the Customer shall pay the amount withheld as performance bond to the Partner.

8.6. The Partner represents that it has been made aware of and acknowledges the **consequences** of any breach of contract and the damages and the extent of any damages resulting from such breach.

## 9. COOPERATION AND OTHER OBLIGATIONS

9.1. Parties agree to fully cooperate with each other in order to perform the contract, and to inform each other of any circumstances that may jeopardise or hinder the performance at a satisfactory level of quality and by deadline. The defaulting Party shall be liable for any damage resulting from a failure to comply with the above.

9.2. Partner shall inform the Customer about its activity, either upon request, or, if necessary, even without a specific request. Partner shall inform the Customer if the involvement of a contributor has become necessary, or in the event of any circumstances giving grounds for a modification of the instructions.

9.3. Parties shall exercise their rights and obligations under the contract in good faith. The Parties shall endeavour to establish the closest and most flexible form of cooperation possible.

9.4. The obligations of the Partner under the Contract include, but are not limited to, the delivery, handover and, if necessary, safekeeping of the goods specified in the Purchase Order and the assumption of a warranty of title and a warranty for latent defects with regard to the goods delivered.

9.5. The Customer's obligations under the Contract include, but are not limited to, payment of the purchase price and contractual acceptance of the goods delivered.

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<sup>1</sup> "Lehetetlenség kötbér" in Hungarian

9.6. The Parties shall cooperate with each other in the performance of the Contract in such manner as is reasonable in the given circumstances.

9.7. The Customer has the right to send the Partner a written demand for performance of its obligations, which interrupts the limitation period.

## **10. LIABILITY**

10.1. The Partner has unlimited liability for any damage caused to the Customer by defective or delayed performance or otherwise. The Partner's liability covers both direct and consequential damages.

10.2. By signing the Purchase Order, the Partner represents that it has been made aware of and acknowledges the consequences of any breach of contract and the damages and the extent of any damages resulting from such breach.

10.3. The Partner is liable for any adverse changes in the goods, their condition and usability for the entire duration of the delivery, safekeeping and storage of the delivered goods at the Partner's premises.

### **10.4. Transfer of title and risk**

10.4.1. Title to the delivered goods passes to the Customer upon payment of the purchase price by the Customer according to the Purchase Order. Upon delivery of the goods supplied, the Customer becomes entitled to take possession of the goods supplied and to use them or, if the Customer does not acquire the goods for its own use, but in particular (though not exclusively) for resale, incorporation, or other use, to resell, incorporate or otherwise use them.

10.4.2. The risk of damage to the goods passes to the Customer upon the Customer's acceptance of the goods in accordance with the provisions of these GTC, regardless of whether delivery takes place at the Customer's premises or at another place designated by the Customer or at the Partner's premises.

10.4.3. For the avoidance of doubt, where a carrier is used, the risk of loss or damage passes to the Customer upon delivery of the goods by the carrier, unless the carrier was engaged by the Customer.

## **11. INSURANCE**

11.1. The Partner must take out insurance to cover any direct and consequential damages to the goods delivered or to the Customer or any other third party.

## **12. INTELLECTUAL PROPERTY RIGHTS**

12.1. The Partner shall indemnify the Customer in respect of any legal claim and any claim for pecuniary or non-pecuniary damages by a third party arising from the infringement of any intellectual property rights (copyright, industrial property rights, patents, trademarks, designations of origin, indications of origin, design protection and know-how) necessary for the performance of the contract. The Contractor shall defend the Customer and, where applicable, bring an action for or on behalf of the Customer, if a claim is asserted against the Customer for infringement of an intellectual property right as a result of the Contractor's activities.

- 12.2. The Partner is liable for the use of the licence rights or patents necessary for the performance of the contract, with an obligation to pay full compensation for damages as well as compensation for grievance (“sérelemdíj”).
- 12.3. The Parties agree that upon payment to the Partner of the consideration for the relevant part of the Services, the Customer is free to dispose of any intellectual property made available to the Partner in connection with the Contract which may be protected by copyright.
- 12.4. The Partner expressly agrees that the Customer may use the intellectual property not only for its own internal activities or not only in the context of its own operations, but may also disclose it to the public, communicate it to third parties, transfer it or pass it on to third parties, and may freely use the work (or a part of the work) as an antecedent in the future.
- 12.5. The Partner expressly represents that, pursuant to Section 9(6) and Chapter V of Act LXXVI of 1999 on Copyright, the Customer acquires an indefinite, unlimited and exclusive right of use in respect of all works protected by copyright created in the performance of the Contract for all transferable copyrights, and Partner grants express permission to the user to grant further permission to third parties to use the work.
- 12.6. The Partner expressly represents that the licence covers in particular:
- the adaptation of the work and the transferability of the right to adapt the work to a third party (adaptation),
  - the reproduction of the work, which includes making video or audio recordings of the work, or copying it on a computer or electronic storage medium, as well as the assignment to a third party of the right of reproduction including any of the foregoing rights.
- 12.7. The Partner expressly represents that the right of adaptation includes in particular any modification, alteration, re-design or further design, incorporation into new design documentation, insertion, planning of the work (or a part of the work).
- 12.8. The Partner may only transmit any part of the documentation to a third party or make a statement about the services provided under the Contract with the prior written consent of the Customer.
- 12.9. The Parties represent that the consideration for the copyright, including the royalty for the rights of use, is included in the fee specified in Clause 4.1 of the GTC.

### **13. COMMUNICATION BETWEEN THE PARTIES**

- 13.1. The names and contact details of the Parties’ personnel designated to cooperate and keep contact are set out in the Purchase Order.
- 13.2. The designated contact persons may proceed in all matters related to the performance of this contract, although this shall not constitute an amendment or termination of the Agreement.
- 13.3. Any change in the identity or other details of the designated contact persons or in the notification address of either Party specified in the Purchase Order must be notified in writing to the other Party within five (5) working days and takes effect when confirmed in writing by the other Party. The defaulting Party shall be liable for any damage resulting from a failure to comply with the above.
- 13.4. Measures taken and declarations made in the course of the collaboration shall in all cases be made in writing by the Parties.
- 13.5. The declarations and notices delivered to the delivery address(es) specified in this Order shall be deemed to have been delivered even if returned to sender by the Post Office marked “unknown recipient” or “unclaimed”. In such cases, the postal item shall be deemed to have been delivered on the fifth business day following the day of the second attempt at postal delivery.

#### **14. CONTRIBUTORS, SUBCONTRACTORS**

- 14.1. Partner shall primarily perform the work itself; any use of a Contributor and/or Subcontractor during the course of performance shall be subject to the prior written approval of the Customer, and shall be paid for out of the Partner's own fee.
- 14.2. Partner shall be responsible for the conduct of the Contributor and/or Subcontractor as if it had itself performed the task, and shall be liable for any damage that would not have occurred without the use of the Contributor and/or Subcontractor.
- 14.3. Customer shall be entitled to withdraw its consent to the involvement of a Contributor and/or Subcontractor in particularly justified cases. In such cases, Partner shall ensure that the contributor concerned ceases its Activities within a short period of time, but certainly no later than 8 (eight) calendar days following the withdrawal of consent, and shall immediately ensure that another contributor with the required, certified qualifications and approved by the Customer in writing in advance continues the work. This shall not entitle Partner to delay the performance of the work beyond the performance deadline determined in the contract or to modify the Fee fixed in the Order.

#### **15. RIGHT TO CONTROL**

- 15.1. Customer shall have the right to control the performance of the Partner's obligations under the contract at any time, including inspection of the documents relating to the transaction, and requesting clarification or original documents from the Partner.
- 15.2. The control carried out by the Customer shall in no way and to no extent relieve the Partner of its legal, financial and other obligations or responsibilities under the contract or applicable law.

#### **16. TERMINATION OF THE CONTRACT**

- 16.1. The Customer has the right to rescind the Contract at any time before the start of performance thereof as well as to terminate the Contract at any time after the start of performance. In the case of both rescission and termination, the Customer is liable to reimburse the Partner for its justified and accepted costs (damage), which, however, together with the Partner's fee instalments already paid by the Customer under the Contract, shall not exceed the Partner's fee specified in the Contract in proportion to the degree of completion at the time of receipt of the notice of rescission or termination. If the Customer rescinds or terminates the Contract, the Partner does not have the right to claim damages in excess of this amount. (Section 6:249. of the Civil Code)
- 16.2. If the Partner fails to perform the Contract or performs it not in conformity with the terms and conditions thereof (i.e., defectively), or violates other provisions of the Contract, the Partner is liable for the breach of contract as provided in the Civil Code and the Contract. The Partner further acknowledges that if it fails to perform the Contract in whole or in part or fails to perform it in conformity with terms and conditions thereof, it is not entitled to the part of the Partner's Fee proportional to the non-performance or defective performance.
- 16.3. In the case of breach of contract, the Customer may
- terminate the contract with immediate effect/rescind the contract in accordance with the rules laid down therein;
  - claim penalty from the Partner;
  - claim damages from the Partner.

16.4. Without prejudice to any other rights, the Customer has the right to rescind the Contract or part of it, or to terminate it with immediate effect, by written notice to the Partner stating the reasons for rescission or termination, if:

- the Partner is in default of its obligations under the Contract for more than 20 (twenty) calendar days;
- the Partner is subject to winding-up, bankruptcy (not including the moratorium period) or liquidation proceedings;
- where the Partner performs defectively, it fails to start correction of the defect within the time limit set out in the notice to correct the defect, or starts the correction of the defect but fails to complete it within a reasonable period;
- in the event of the Partner's non-performance of a Service, the Partner fails to start it within the time limit set out in the notice to perform the Service concerned given by the Customer, or starts performance but fails to complete it within a reasonable time;
- the Partner breaches its obligation of confidentiality under the Contract;
- the Partner engages an unauthorised contributor;
- a third party or the Partner acts as rightholder in respect of intellectual works or rights transferred to the Customer under the Contract,
- the Partner commits any other material breach of contract;

The Partner is liable to pay a penalty in the event of the Customer's lawful exercise of its right of rescission or termination (frustration) due to impossibility of performance imputable to the Partner, the Partner's refusal to perform without just cause and/or the Partner's imputable conduct. The penalty for impossibility of performance is based on the contract price at a rate of 20%.

16.5. If the Partner causes damage to the Customer by the breach of contract, the Partner shall indemnify the Customer under the civil law rules on compensation for damages as set out in the Contract.

## 17. CONFIDENTIALITY

17.1. Trade secrets shall, without any time limitation, include: the contract and its annexes, the parties' communications relating to the contract, all facts, information, data and protected know-how obtained by the parties in the course of, and in connection with, the performance of the contract.

17.2. The parties agree to treat in confidence any information that they become aware of in connection with the Contract that constitutes a trade secret as well as the documentation prepared in the course of the performance of the delivery, and they commit not to disclose any trade secret to third parties.

17.3. The parties confirm that MVM Energetika Zártkörűen Működő Részvénytársaság [MVM Energy Limited] (registered office: 1031 Budapest, Szentendrei út 207-209.; company registration number: 01-10-041828; abbreviated name: MVM Zrt.) and its single-member and majority-owned subsidiaries shall not be considered third parties for the purpose of obtaining trade secrets, that is, the Customer is authorised to disclose to MVM Zrt. and its subsidiaries any trade secret related to this contract, and the Customer and its subsidiaries shall be authorised to utilise any trade secret thus acquired, even without any additional separate consent by the Partner.

17.4. The Partner expressly agrees that MVM Energetika Zártkörűen Működő Részvénytársaság [MVM Energy Private Limited Company] (registered office: 1031 Budapest, Szentendrei út 207-209.; company registration number: 01-10-041828; short name: MVM Zrt.), for the purpose of the governance of the MVM Group and the implementation of an unified business concept, and MVM Services Zártkörűen Működő Részvénytársaság [MVM Services Limited] (registered office: 1081 Budapest, II. János Pál pápa tér 20.; company registration number: 01-10-048351, short name: MVM Services Zrt.) as the entity proceeding in respect of the performance of the Contract, the entity managing the Customer's invoice,

17.5. as well as the duly authorised employees of the above companies may have access to the Contract and become familiar with its contents. MVM Zrt., MVM Services Zrt. shall be bound by the

same obligation of confidentiality as the Customer in respect of data obtained and provided, and the Customer shall be liable towards the Partner in the event of a breach of this obligation.

- 17.6. Partner may use the information obtained in the course of the performance of the contract only for the purpose of the performance of the contract, and may disclose it only to persons and entities involved in the performance of the contract and only to the extent necessary for the performance of this contract.
- 17.7. Partner may publish items (articles, lectures, etc.) on the subject of any Contract only with the Customer's prior written consent. Partner may use the Customer's name as a reference only with Customer's prior written consent.
- 17.8. Partner understands that any failure on its part to obtain the data and information serving as the basis for concluding this contract, or any incorrect assessment of these on its part, shall not relieve it of its obligation to correctly appraise the terms at which it can perform the contract and estimate the costs thereof.
- 17.9. Partner shall carry out its activities in such a way as to put the Customer in an appropriately prepared decision-making position, ensuring that the Customer has sufficient information and time to make a decision. Partner shall, in cases requiring a decision by the Customer, shall provide it with a written preparatory document explaining the circumstances of the decision, the alternatives, if any, the advantages and disadvantages of each decision and its possible consequences.
- 17.10. The Partner shall maintain documentation on the costs, fees and other expenses charged to the Customer in connection with the goods supplied and services provided under the Contract, and shall retain all certificates related to these, in such a manner that the costs that have arisen may be substantiated through them. The Partner must retain the records for the period prescribed by law, but for at least eight (8) years. The Partner agrees to cooperate with the Customer to the extent necessary during such control, and to remedy any deficiencies found in connection with the performance within a period of time to be determined by the Parties.
- 17.11. Partner understands that if does not comply with, or only partially complies with, this obligation to retain documents, and if the incompleteness of the documentation makes it necessary to involve an independent expert or to conduct an audit in order to meet the above objectives, the Partner shall reimburse the Customer for all the costs related to this.
- 17.12. Trade secrets shall in all other respects be governed by the provisions of Act LIV of 2018 on the Protection of Trade Secrets (Trade Secrets Protection Act).
- 17.13. Partner consents to the Customer's publishing, or, if both contracting parties are publicly owned companies, the Parties mutually consent to the other Party's publishing, its data included in this Contract and that are specified in Section 2(3) of Act CXXII of 2009 on the more economical operation of publicly owned companies (hereinafter: Economical Operation Act), where the value of the Contract or the combined value of all contracts on the same matter, entered into with the contractual partner in a fiscal year, reaches the threshold value referred to in Section 2(3) of the Economical Operation Act.

## **18. PROCESSING**

The Customer informs the Partner and the natural persons designated as contact persons/contributors of the Parties in the Contract that detailed information on the processing of personal data of the natural persons designated as contact persons/contributors in the Contract and other documents\* are available for consultation by the Partner and the natural persons designated as contact persons/contributors of the Parties in the Contract at <https://www.mvmnext.hu/Adatvedelem/adatvedelmi-tajekoztatok/adatvedelmi-tajekoztatasok>.

Parties are obliged to inform the natural-person contact persons/contributors named in the Contract about this fact, and to ascertain in a verifiable manner that these natural persons have read the above documents.

Partner represents that they shall be liable for the consequences of any breach of their obligations under this section and agree to hold the Customer harmless for any claim or demand against the Customer arising out of their breach of obligations and to assume full liability for any such claim or demand vis-à-vis third parties.

\*Privacy Notice on the processing of personal data of natural persons designated as contact persons in contracts or other documents concluded by the member companies of the MVM Group of Companies as set out in Annex 1, and of natural persons acting as contact persons on behalf of other partners of the member companies.

## **19. FORCE MAJEURE**

19.1. Force majeure shall mean any extraordinary event unforeseeable at the time of the conclusion of the contract, which cannot be avoided by the parties, is not attributable to the conduct or omission of the parties and makes impossible, or delays, the performance of the contract.

Subject to the foregoing, force majeure shall include, but not be limited to:

- natural disasters;
- fire, explosion, mass disease (epidemic);
- war, acts of war (whether or not a state of war exists);
- revolution, insurrection, riot, civil war or acts of terrorism;
- strike;

19.2. It does not mean a breach of contract if the contractual performance of the obligations is directly and demonstrably prevented or limited by force majeure. In the event of force majeure, the contractual performance deadlines shall be extended by the period of time during which the parties are unable to perform due to the event constituting force majeure. A contracting party may not invoke force majeure if it is able to perform its contractual obligations despite the force majeure event.

19.3. In the event of force majeure, the party who becomes aware of it must immediately notify the other party in writing. Such written notice must include the characteristics of the event and its effect on the performance of this contract, as well as the expected date of performance due to the delay. If the expected date of performance cannot be determined, or if the force majeure persists beyond the date fixed in advance, the parties shall consult each other as soon as possible to agree on the continuation of performance of the contract. In the course of this, the Parties shall agree on the date of completion of the performance and on any other matters deemed essential by either Party. The Party that becomes aware of a case of force majeure shall be liable vis-à-vis the other Party for any damage resulting from its failure to provide the above information.

19.4. If the Parties fail to reach an agreement within 10 days of the start of the consultation, either party shall be entitled to terminate the contract by giving 30 days' notice in writing to the other party. The contract shall be terminated if performance of the contract has become impossible as a result of force majeure.

19.5. In the event of a dispute between the Parties as to whether force majeure has occurred in a particular situation or whether a specific Party has failed to comply with the contract due to force majeure or for some other reason, the Parties shall in the first instance consult an independent expert to resolve the dispute. If this is unsuccessful, the Parties shall proceed in accordance with section 20 of the GTC.

19.6. After the force majeure, the party in default shall resume performance without delay.

## **20. DISPUTE RESOLUTION**

20.1. The Parties agree to attempt to resolve any disputes that may arise between them in connection with the Contract amicably, through negotiation. If this does not lead to a result within 30 calendar days of the start of the negotiations, they shall proceed as follows.

20.2. In the event of any disputes arising from or in relation to this contract, primarily in connection with its breach, termination, validity or interpretation, the Parties exclude the recourse to state courts, and agree to submit the matter to the exclusive and final decision of the Permanent Arbitration Court

(Commercial Arbitration Court of Budapest) attached to the Hungarian Chamber of Commerce and Industry, with the proviso that the Arbitration Court shall proceed in accordance with its own Procedural Regulations (as supplemented by the provisions of the Sub-regulation on Expedited Procedures), the number of arbitrators shall be three and the Hungarian language shall be used in the proceedings. The parties exclude the possibility of procedure renewal as regulated in Chapter IX of Act LX of 2017 on Arbitration. The substantive law applicable to the resolution of the dispute shall be Hungarian law, excluding its rules of private international law.

## **21. MISCELLANEOUS PROVISIONS**

- 21.1. This contract may only be amended in writing. The annexes attached hereto shall constitute an integral part of the contract.
- 21.2. The Parties represent that they are legal entities registered in Hungary that are not subject to bankruptcy, liquidation or winding-up proceedings or other kind of dissolution / compulsory strike-off.
- 21.3. Parties represent that the Contract comprehensively addresses the agreement entered into between the Parties, contains all the terms and conditions of the agreement between the Parties, and supersedes any prior oral negotiations or written agreements or declarations made between them on the subject. Parties confirm that the Contract does not include any custom or practice which the parties may have agreed to apply in any previous business relationship of theirs, or any practice which they may have established between themselves. Parties confirm further that this contract shall not include any custom widely known and regularly used by the parties to a similar contract in the business sector concerned.
- 21.4. The provisions of the contract shall not restrict the Customer from using services or procure products from any third party which are identical or similar to the services and products provided by the Partner under the contract.
- 21.5. The Partner shall cooperate in all respects with other Contributors/Subcontractors and service providers designated by the Customer.
- 21.6. Unless otherwise specified, the term “day” or “days” in the contract shall in all cases mean a calendar day.
- 21.7. The invalidity of any provision of the Contract shall not affect the validity of the other provisions of the Contract, which shall remain in full force and effect.
- 21.8. In matters not regulated by the Contract, the laws of Hungary in force at any given time, in particular the provisions of the Civil Code, shall prevail.
- 21.9. The provisions of the contract, which are substantially different from those of the Civil Code, are printed in bold.
- 21.10. These General Terms and Conditions enter into force on and apply from 15.07.2021. If, after the provision of the amended General Terms and Conditions, the Customer orders services/goods from the Partner, which the Partner supplies, the Partner will be deemed to have automatically accepted the amended General Terms and Conditions.

Annexes:

Annex 1: Use of the Electronic Road Freight Control System (EKÁER)



## Use of the Electronic Road Freight Control System (EKÁER)

### A.) FOR INTRA-EU PURCHASES:

- a) If the transport of the goods during the execution of the Contract/Purchase Order/Drawdown is subject to Section 22/E of Act XCII of 2003 on the Rules of Taxation and the related Decree No. 5/2015 (II.27.) NGM of the Minister for National Economy, the Partner must provide the following items (procurement subject to reporting obligation to EKÁER - Electronic Road Freight Control System):
- Sender details (name, tax identification number)
  - **Loading address**
  - **Gross weight in kg** for certain products (items)
  - **Value net of tax** (purchase price net of tax/production cost net of tax if there is no consideration)
  - **Registration plate number** of the vehicle used for transport (by no later than the start of transport)”

The Partner (or the carrier engaged by the Partner) shall indicate the EKÁER number notified by the Customer on the delivery note or the accompanying documentation (CMR Section 13).

The Customer shall apply for the EKAER number by reporting the above information and notify this number to the Partner, so that the Partner can indicate the EKAER number on the delivery note or the accompanying documentation.

- b) If the transport of the goods during the execution of the Contract/Purchase Order/Drawdown is not subject to Section 22/E of Act XCII of 2003 on the Rules of Taxation and the related Decree No. 5/2015 (II.27.) NGM of the Minister for National Economy, the Partner must provide the following items (procurement not subject to reporting obligation to EKÁER), the Partner (or the carrier engaged by the Partner) shall attach the following text to the delivery note or the accompanying documentation (CMR Section 5):

**“The consignment is exempted from the EKÁER reporting obligation because non-risky goods to be transported from the same consignor to the same consignee in the same tolled vehicle within one transport operation and their combined gross weight does not exceed 2500 kg and their combined value excluding tax does not exceed HUF 5 million pursuant to Section 4(2)(g) of Decree No. 5/2015 (II.27) NGM of the Minister for National Economy.”**

or for any risky product:

The Partner (or the Partner's authorised carrier) must attach the following text to the delivery note or the accompanying document (CMR Section 5):

**“The consignment is exempted from the EKÁER reporting obligation because risky goods to be transported from the same consignor to the same consignee in the same tolled vehicle within one transport operation and their combined value excluding tax does not exceed HUF 1 million and their combined gross weight does not exceed 500**

kg pursuant to Section 4(2)(h) of Decree No. 5/2015 (II.27) NGM of the Minister for National Economy.”

**B.) FOR PURCHASES OF DOMESTIC GOODS:**

- a) If the Partner transports or arranges transport for the product during the execution of the Contract/Purchase Order/Drawdown, the Partner is required to perform the EKAER reporting.
- b) If the Customer transports or arranges transport for the ordered goods, the Partner shall be exempted from the obligations set out above, and the Customer shall apply for and close the EKAER number.

**If the Partner fails to fulfil its obligations under Section A or B above or any other obligations under the applicable laws, or delays in performing them, performs them incorrectly or incompletely, thereby causing damage to the Customer, the Partner is liable to fully compensate for such damage.**