

## GENERAL PURCHASING CONDITIONS – GPC

### Article 1 - Enforceability

The present general purchasing conditions shall be applied when Schröder Hungary Plc („Purchaser”) purchases products based on its order from the Supplier („Supplier”). Unless otherwise stipulated in the specific conditions on the Purchaser’s order form, the Purchaser’s orders are subject to the general purchasing conditions below. The Supplier’s acceptance of the Purchaser’s order implies its acceptance of the present general purchasing conditions and its waiver of any of its own conditions, save for specific derogatory clauses concluded and accepted in writing by the two parties.

Should the Purchaser, at any given time, not seek application of any one of the present general purchasing conditions, this may not be construed as a waiver to do so at a later date.

### Article 2 - Applicable law - Assignment of the court

It is expressly agreed between the Purchaser and the Supplier that:

- the Hungarian law governs these conditions;
- to decide in all disputes arising from or in connection with these conditions, their breach, termination, validity or interpretation, the parties stipulate the competence of Pest County Court or Buda Central District Court – dependant on jurisdiction.

### Article 3 - Probative value of fax and e-mail

The parties undertake to acknowledge the probative value of the documents that they exchange by fax or by e-mail. The documents so transmitted shall therefore be considered between the parties as written, i.e. as originating on paper, and signed by hand.

### Article 4 - Formation of the contract

Orders become final after the Purchaser receives the Supplier’s written confirmation of the order, or at the expiration of a period of 5 days from the Supplier’s receipt of the order. In case the Supplier accepts the order with modification, it shall qualify as a new proposal and the contract shall be concluded only if the Purchaser has accepted the modified order with its written confirmation.

### Article 5 - Delivery

Save for a derogation stipulated in the specific conditions, the merchandise shall be delivered by the Supplier at the Supplier’s cost to the place of delivery indicated on the order (DDP terms). Any packaging instructions shall only be accepted if indicated on the delivery slip.

The Purchaser reserves the right to reject any surplus merchandise, which shall be taken back by the Supplier within a reasonable deadline after it has received the refusal. If not the case, the merchandise shall be sent back by the Purchaser at the Supplier’s expense and risk.

The Supplier cannot make partial or early deliveries without having first obtained the Purchaser’s written consent. For each order, a delivery slip shall be prepared that shall contain the number and the information contained on the order form.

### Article 6 - Delivery timeframes. Defective performance

The delivery timeframes indicated on the order are mandatory. The Purchaser reserves the right to cancel the order after having contacted the Supplier in order to be informed of the reasons for the delay and after having sent formal notice to remedy by registered, receipt requested mail granting a final deadline for all or part of the order that is not delivered by the dates indicated, without prejudice to any damages.

In case the Supplier performs with delay, the daily penalty payable towards the Purchaser shall be 1% of net value of the products affected with the delay, but maximum 20%.

In case the Supplier performs with defect, the penalty payable for defective performance shall be 10% - based on the net value of the ordered products. If the Supplier does not perform within 8 days after the written notification to perform by the Purchaser, the Purchaser shall be entitled to rescind the order and the Purchaser shall be obliged to pay altogether 20% frustration penalty – taking the net value of the order into consideration –, whereas the Supplier shall be obliged to compensate all damage of the Purchaser emerging in connection with the default of the performance.

The Purchaser shall be entitled to deduct the amount of the penalty from the unpaid invoices or to withhold it, provided that it informs the Supplier of this and, simultaneously, calls the Supplier to issue the modified invoice.

Should the Purchaser observe any defect concerning the quality, quantity of the products delivered by the Supplier, it shall be obliged to inform the Supplier promptly, but at least within 5 working days after the takeover of the defective product. The Supplier shall be obliged to confirm the receipt of the notification of the Purchaser promptly, and to inform the Purchaser of the date of the repair of the defect or the replacement of the defective product.

The penalty shall be due within 10 (ten) days deadline

- in case of delay in performance, at the time when the delay is terminated;
- in case of default in performance, with the notification of the complaint; or
- in case of penalty for frustration, after 8 days have lapsed reckoned from the receipt of the written notification of the Purchaser.

The Purchaser reserves the right to demand payment of the expenses incurred and the losses suffered if the defect of the product is perceived during use.

The products delivered to replace those that have been taken back shall be covered by a new invoice. The date of the final acceptance of the replacing pieces shall serve as the starting point for the calculation of the warranty period.

### Article 7 - Transfer of ownership

Regardless of the circumstances, the products delivered are transported at the Supplier’s risk. The transfer of ownership and risk of the products only take place after the quantitative and qualitative acceptance of the products in the supplier’s workshops or other place specified by the Purchaser (delivery address), notwithstanding any prior technical acceptance of the products on the Supplier’s premises. The Purchaser shall not be bound by any reservation of title clause.

### Article 8 - Conformity

The Supplier must comply with the requirements indicated:

- by the Purchaser in terms of quality, given normal usage or the specific specifications agreed between the parties,
- by the drawings, standards, specifications, and any of the Purchaser’s documents that refer thereto,
- by the clauses, terms and general conditions of the governing contract within the framework of which the Purchaser places its order,
- by the European directives and regulations in effect in the European Union. It must also comply with legislative and regulatory texts in the Purchaser’s country and more specifically, with legislation concerning safety and accident prevention, and health and environmental legislation matters,
- the conformity of the product delivered may be assessed by referring to a sample approved by the Purchaser. Any sample submitted for the Purchaser’s approval must be accompanied by an inspection report and, if need be,
- if the Supplier is specifically requested, by a certificate of conformity.

The Supplier, who manufactures parts on a tool belonging to or made available to the Purchaser, undertakes to allow free access to its premises to the Purchaser’s representatives for any quality audit, provided that the Purchaser informs the Supplier beforehand of the date of its visit.

The raw materials and/or services shall be provided by the Supplier. In case of using subcontractors, the Supplier must inform the Purchaser in writing when confirming his order.

The Supplier shall be obliged to deliver products that are of excellent quality expected in its profession and defectless.

### Article 9 - Return

Unless otherwise agreed between the parties, any product that does not conform to the order’s specifications may be rejected by the Purchaser and shall be taken back by the Supplier within a reasonable timeframe after having received the notice of rejection. Otherwise, the Purchaser shall return the product at the Supplier’s expense and risk.

If the Purchaser does not have sufficient time to wait for the repeated delivery of conforming merchandise, it reserves the right, after having first formally notified the supplier and granted it one last reasonable (based on the applicable circumstances) deadline, to modify or to have others modify the non-conforming products, at the Supplier’s expense, without prejudice to any damages which the Purchaser is entitled to claim.

### Article 10 - Invoicing and Warranty retention

For each order, an invoice in 2 copies shall be prepared containing the information on the order form. The Supplier shall submit one copy of its invoice to the Purchaser together with the delivery note duly signed by both parties. The invoice and the delivery slip must be sent within 8 days following the delivery of said order. The invoice shall be paid by the Purchaser within 60 days reckoned from the receipt thereof via bank transfer to the account number specified by the Supplier.

Purchaser is entitled to hold back 10% as warranty coverage retention from the payments of the Supplier’s sub-invoices and from the final invoice of the Supplier. The amount of this warranty retention will be paid by the Purchaser 30 days after the end of the 24 month warranty period – as described in article 13 – on nominal value based on the corresponding warrant letter document of the Supplier.

The warranty retention amount can be requested by the Supplier earlier than the above mentioned period in case the Supplier provides the Purchaser with an irrevocable unconditional bank guarantee assigned for the Purchaser and issued by a bank approved by the Purchaser.

In case the Supplier would not fully comply with its warranty obligations then, as a consequence the Purchaser has the right to utilize the warranty retention amount accordingly.

In case the Purchaser was forced to utilize the warranty retention amount then the Purchaser will notify the Supplier about the level of the utilization and about the needed refill of the warranty retention coverage. Supplier has to refill the warranty retention amount upto its original level within 5 days upon the notification receipt from the Purchaser.

## GENERAL TERMS AND CONDITIONS OF SALE - GTCS

### Article 11 - Price

Unless otherwise expressly stipulated on the order form, the prices are firm and cannot be revised. If the order stipulates revisable prices, the final price shall be determined by taking account of prices in effect on the deadline fixed contractually on the order form, notwithstanding the possible completion of work subsequent to the period initially fixed.

### Article 12 - Order cancellation or reduction

The Purchaser reserves the right to reduce or cancel its order in the event that the Supplier refuses to satisfy or is incapable of satisfying its technical or commercial obligations in accordance as per the order form.

In this case, the Purchaser may replace the defaulting Supplier, and the latter shall give it free access to the studies carried out, the tools, the supplies, the parts made or in the process of being made as part of the order, and to exploit free of charge the patents owned by it. This substitution shall fully occur at the Supplier's costs.

The Purchaser shall be entitled to unilaterally decrease or increase the technical content of the Contract. In case of the decrease of the technical content for whatever reason, the remuneration of the order shall be automatically decreased by the consideration of the undone work parts, but the Purchaser shall be obliged to pay the provenly manufactured and prepared products by the Supplier. In the latter case, the Purchaser shall be entitled to take the provenly manufactured products away if it has paid them. In the event of the modification of the technical content, the order shall be modified, if the Supplier has not manufactured the products yet, and the Purchaser shall be obliged to confirm it.

### Article 13 - Warranty

As a professional and given its areas of specialisation, the Supplier guarantees that the supply shall be capable of performing all of the services and functions to which it is intended and that it was produced based on the rules of the trade and is capable, under normal usage conditions, of performing the functions and uses to which the products are intended. Regardless of the specific conditions contained on the order, the Supplier, within the framework of the warranty that it grants for its products, and in the event that said products are defective, undertakes to issue credit notes for the Purchaser corresponding to the amount of the defected products, or – in case this can be accepted by the Purchaser – the Supplier can replace them or to render them capable of working as intended, without any expense or prejudice for the Purchaser. The Supplier further undertakes to provide the Purchaser with all of the documentation, needed if the Purchaser requests it specifically the up-to-date scientific references on the equipment or the product delivered and any training necessary to the smooth functioning and maintenance of the products delivered. It shall notify the Purchaser of any risks of which it is aware based on its own expertise on the use of the product delivered based on its intended use. In the case of products with a limited lifetime or equipment including such products, the Supplier must indicate:

- the measures to be taken to store the products so as to guarantee their preservation,
- the entire validity period, before use, as of its manufacturing date, which must also be indicated,
- the use-by date, as of its first use, affixed appropriately and indestructibly on the part of the packaging used directly to contain, support or protect the product and such that the user has a residual validity period of at least 80% of the product's initial validity period.

Unless otherwise agreed or legal regulation prescribes longer compulsory warranty, this guarantee covers a period of 24 months after the date of delivery and reimburses the proven damage and costs in case of product defects. This guarantee qualifies as warranty according to Section 248 of the Civil Code, which covers the supplied product in full scope and without any limitation during the entire period of the guarantee.

The parties stipulate that the occurrent failure of the Purchaser to satisfy its examination obligation does not affect the warranty obligation set forth in this section. Simultaneously, the Purchaser exercises reservation of right in connection with all defects of the delivered product and the Supplier acknowledges that the handover of the delivered product may not be interpreted in any circumstances as waiver of warranty and guarantee claims.

### Article 14 - Liabilities and insurance

The Supplier shall be held liable for any damages and losses which are caused by him or caused by the supplies. The liability of the Supplier shall be assessed according to the applicable Hungarian law. The Supplier shall subscribe to a commercial general liability insurance and a product liability insurance. These insurances shall cover any physical, material and immaterial damages.

### Article 15 - Off-setting

If the accounts between the Supplier and the Purchaser are settled for any reason whatsoever, in particular in the case of the Supplier's cessation of activity or the Purchaser's cancellation of the order, the reciprocal receivables of amounts of money shall be set off and without formality, regardless of whether or not the legal off-setting conditions are in place. The warranty and compensation claims of the Purchaser due to the defect of the delivered product

shall be entitled to set off into the purchase price of the product in the value specified by itself and in its entirety, as well as shall be obliged to deduct from the amount of the occurrently provided security.

### Article 16 - Industrial Property-Ownership

The Supplier warrants that the product(s) delivered is (are) free from any litigation, encumbrance and claim. The Supplier explicitly represents and warrants that, in relation to the product(s) delivered, no third person has any right that would exclude, limit or prevent the acquisition of title by the Purchaser in any way

### Article 17 - Confidentiality

The Supplier acknowledges that it shall be obliged to handle any information confidentially, as business secret, which came to its knowledge during the performance of these conditions, it shall not provide any information to any third persons – without the consent of the Purchaser.

The obligation in relation with the confidential information bounds the supplier even after the termination of these conditions. If the Supplier violates its confidentiality obligation, it shall be obliged to refund unlimitedly all provable damage, appeared at the Purchaser, arising from the violation of confidentiality.

The Supplier shall be obliged to inform its employees and its assistances about its confidentiality obligations, they shall observe the prescriptions of such obligations and shall be responsible for their performance as provided in the Civil Code of the Hungarian Republic.

Information shall not qualify as confidential, if it is generally known to the public, and are at the disposal of publicity, unless such knowledge of the information arises from the secret-taker's unlawful publication.

The manufacturing specifications, formulas, drawings or details that are covered by patents or trademarks registered by the Purchaser shall remain its exclusive property and/or the property of the person mentioned by it. Their unauthorised use by the parties constitutes a violation subject to court proceedings.

In the absence of prior written authorisation, the Supplier undertakes not to display the parts manufactured based on the Purchaser's drawings, models or technical specifications, and not to engage in any direct or indirect publicity actions concerning the Purchaser's orders.

In the particular case of consultations for for example, producing tools, the same confidentiality rules shall be imposed to the various entities the Supplier has contacted.

Irrespectively from the immunity by design protection, patent or trademark protection of the drawings, models or technical specifications of the Purchaser, the Supplier acknowledges that they are the exclusive copyright and property rights of the Purchaser and undertakes to keep them secret being aware of its full compensation liability.

### Article 18 - Force majeure

The Purchaser reserves the right to suspend or to cancel all or some of its obligations, automatically, but having notified by writing the other party that he applies force majeure clause and without formality, in the event of force majeure or unforeseeable occurrences.