

REF: ASZF\_RS\_2023\_06\_23\_V1

VALID: from 23 Jun 2023 until withdrawal

## Other special-purpose machines not shown under other headings and the provision of related services

### 1. General provisions

1.1. These General Contractual Terms and Conditions (hereinafter GCTC) include detailed conditions of all quotations (hereinafter Quotation) issued by VT Robot-Service Korlátolt Felelősségű Társaság (1165 Budapest Margit u. 114. building 44/3., company registration no: 01-09- 358183, hereinafter referred to as: Company) for manufacturing special-purpose machines not shown under other headings (hereinafter special-purpose machines) and of every contract (hereinafter Contract) has been concluded/to be concluded with every buyer (hereinafter Buyer), and Quotations and Contracts are valid and effective only with the provisions of these GCTC. These GTCs shall apply exclusively to all orders (hereinafter referred to as "Orders") for equipment, target machinery, robotic cells and related services (hereinafter collectively referred to as "Equipment") issued by the Buyer to the Company.

1.2. The Company expressly states that any general terms and conditions of the Buyer shall not apply to the Company, and that the acceptance and/or acknowledgement by the Company of the Buyer's order to the Quotation issued by the Company

does not in any way constitute acceptance of the Buyer's terms and conditions. Any deviation from these GTCs shall be valid and effective only in writing, duly signed by both parties.

1.3. By submitting the Order, the Buyer expressly acknowledges and accepts the provisions of the Company's current GTCs.

Central e-mail addresses:

Quotations: [info@robot-service.hu](mailto:info@robot-service.hu)

Order: [info@robot-service.hu](mailto:info@robot-service.hu)

Certificates of completion: [megrendeles@robot-service.hu](mailto:megrendeles@robot-service.hu)

Billing: [info@robot-service.hu](mailto:info@robot-service.hu)

Warranty/maintenance claim:

[termektamogatas@robot-service.hu](mailto:termektamogatas@robot-service.hu)

### 2. Quotation, binding offer, order confirmation, contract conclusion

2.1. The Company is bound by the prices and deadlines set out in the Offer for the period and under the conditions set out in the Offer. The period for which the Offer is binding starts with the communication of the Offer. The Company is not bound in case of changes by suppliers to the purchased items.

If the (Price) Quotation is INFORMATIVE, the Company cannot accept an order for the offer.

INFORMATIVE offer requires further agreement and clarification between the parties, on the basis of which the Company will send a NORMAL status offer, for which the Company can accept orders. The Company is only bound in the case of a NORMAL status offer.

2.2. Based on the Quotation sent to the Buyer, the Buyer is entitled to order the Equipment by means of a duly signed written Purchase Order until the expiry of the period of the binding offer specified in the Quotation (or, in the absence thereof, in the GTCs). Orders are received by the Company at [order@robot-service.hu](mailto:order@robot-service.hu) . If the Buyer submits a duly signed written Purchase Order to the Company after the expiry of the period of the binding offer, the Company shall be released from its offer obligation pursuant to clause 2.1.

2.3. The Contract between the parties shall be deemed to have been concluded upon written confirmation of the Order by the Company (hereinafter: Confirmation) is created.

An order confirmation received within the time limit of the Binding Period and which is in full agreement with the Quotation shall contain the terms and conditions of the Order. An order confirmation received within the Binding Period, but which differs in any respect from the terms of the Quotation, shall, at the Company's discretion, contain the terms of either the Order or the Quotation.

Acknowledgement of any Order received outside the Binding Period shall include such terms and conditions as the Company may determine in its sole discretion.

2.4. The Company reserves the right, for technical and business policy reasons, to deviate from the specifications provided by the Buyer. The Company expressly states that its Quotation is valid only with the conditions and technical content stated therein.

2.5. The provision of the data necessary for the preparation of the quotation, i.e. all information, technical specifications, data, etc., which are a prerequisite for the preparation of the quotation (hereinafter referred to as "Data") is the obligation of the Buyer. The Company will prepare the quotation in light of the information received. If the Buyer changes the data after the offer has been issued, the Company is not obliged to accept the order.

2.6. The annexes to the quotation, pictures, diagrams, connections, technical specifications, parameters, etc. are generally for information purposes only. The concepts and technical solutions developed in the quotation are the intellectual property of the Company. It may not be disclosed to any third party without the written consent of the Company.

2.7. The Company may refuse to accept the order if:

- The Buyer has previously (in a previous project) not fulfilled its obligations to take delivery or to pay the consideration,
- or otherwise breached the Specific or General Terms and Conditions,
- There is default of payment towards the Company,
- The Buyer does not place the order in accordance with the terms of the quotation.

2.8 Unless otherwise agreed in writing, the documentation provided by the Company for the machine is as follows:

- Instructions for use
- Pneumatic Scheme
- Electrical plan
- Conceptual design
- Maintenance instructions
- Spare parts list
- Commercial item list
- CE declaration
- Declaration by the designer, constructor

The Company can only provide safety risk assessment, FMEA and other documentation for the machine at an extra cost.

2.9 Unless otherwise agreed in writing, the Company may use the completed design, machine, service in its marketing materials and place advertising material on the equipment.

### 3. Contract price

3.1. The currency of the contract price will be specified in the Quotation (usually EUR or HUF).

3.2. The contract price does not include VAT or any other taxes or levies currently or in the future applicable to the subject matter of the contract.

3.3. Unless otherwise agreed in writing, delivery of the subject matter of the Contract shall be made on EXW (INCOTERMS 2010) parity.

3.4. Unless otherwise agreed in writing, the contract price does not include: the construction of connection points, the health and safety test, other unclarified measurements, services, wear and spare parts, 24-hour telephone service and follow-up/monitoring following the final acceptance.

3.5 Unless otherwise agreed in writing, remote access to the machine (VPN) is not included in the contract price but shall be provided by the Buyer at his own expense.

### 4. Terms of Payment

4.1. Payment is due according to the payment schedule specified in the Quotation.

The Buyer shall make all payments by bank transfer to the bank account number indicated on the advance payment request / partial invoice / invoice, with the payment deadline indicated therein. The advance payment shall be made after the Order, on the basis of an advance payment request. After payment of the advance, the Company will issue an invoice for the amount paid.

4.2. In the event of early payment, the Buyer is not entitled to a discount.

4.3. The date of performance on which the invoice is based:

- in the case of advance payment: the date of receipt of the advance payment, based on the advance payment request issued by the Company.

- in the case of delivery: the date of arrival at the delivery address (parity position), based on the delivery note issued by the Company and signed by the Buyer or his authorised representative.

- in all other cases: a certificate of performance signed by the Buyer or his authorised representative, which is also accepted in electronic form (e-mail).

4.4. The Company retains title to the Equipment until the Equipment is paid in full.

The Buyer shall separately identify the Equipment(s) subject to the retention of title in its records, or clearly indicate by a sign/mark that the Company has reserved title to them, and shall provide the Company with access and, in the event of non-payment of the purchase price in breach of the contract, with opportunity for possession. The Equipment(s) subject to retention of title shall be held, stored and kept by the Buyer at its own expense and risk, but for the benefit of the Company, and shall be adequately covered by insurance.

The retention of title shall not be registered in the register of charges, but until the full purchase price is paid, the Buyer may not pledge or otherwise mortgage, charge, alienate or assign the Equipment subject to the retention of title or give it to third parties for use. The Buyer shall immediately inform the Company in writing if the Equipment(s) are seized or if any interference is made by a third party. In this case, the unpaid part of the purchase price becomes due immediately. If the Buyer fails to fulfil its payment obligation without delay which has thus become due, it shall immediately provide adequate security for the fulfilment of the payment obligation.

The Buyer shall be liable to the Company for any damages resulting from any failure to comply with these obligations.

4.5. The Buyer may notify any objection to the invoice without delay, but no later than 5 working days after receipt of the invoice, in order to allow the invoice in question to be corrected or reissued by the Company in a timely manner. Administrative or formal errors on the invoice cannot be used as a basis for refusing payment.

In the event of a dispute, only the payment of the proportionate part of the partial invoice issued for the disputed performance may be withheld by the Buyer. Once the dispute is settled, the proportionate share withheld becomes due immediately.

The Company and the Buyer shall only be entitled to set off a claim against the other party's claim with the prior written consent of the other party.

4.6. If the Buyer fails to meet its payment obligations on time or breaches any other obligations to the Company, the Company shall be entitled, without liability, to suspend with immediate effect the design, manufacture, supply, installation and commissioning of any Equipment related to this Buyer. The Company shall give the Buyer written notice of a reasonable grace period to remedy the breach of contract.

If the Buyer fails to make payment or any other obligation to the Company after the reasonable grace period set by the Company, the Company may terminate the Agreement with immediate effect and have the Equipment(s) subject to retention of title returned and the Buyer shall pay the Company in full for any additional justified costs incurred by the Company as a result of the delay or default.

4.7. In the event of the Buyer's insolvency, the Company shall be entitled, at its discretion and without liability, to withdraw from the Contract or terminate it with immediate effect, suspend, delay or refuse performance, in whole or in part, until the full amount of the purchase price has been paid.

The Buyer accepts that his solvency will be kept under constant review by the Company. If the Company considers that the Buyer's financial situation may delay or jeopardise payment under the contract, the Buyer shall be obliged to provide credible evidence of its solvency or adequate security for performance. In the event of failure to do so, the Company shall be entitled to take the measures set out in this clause.

4.8. The Company shall, if necessary, prepare additional technological documentation, clamping and/or other auxiliary apparatus during its production process. The tools required for production, technological documentation prepared by the Company, clamps and other auxiliary apparatus shall not be the property of the Buyer.

The Company retains ownership of these ancillary materials. An exception to this is if the transfer of ownership of the auxiliary materials is expressly stipulated in the Offer.

This retention of title shall be valid and effective even if the Quotation includes a one-off production cost. By the payment of the one-off production cost by the Buyer, the Company undertakes to keep the auxiliary materials (technological documentation, welding clamps, other auxiliary equipment) paid for in this way continuously maintained as long as the Order for the given Equipment is continuously received. During this period, the Buyer will not be charged any additional costs. The Company reserves the right to scrap the technological documentation, clamping and/or other auxiliary equipment after one year from the date of the last order.

## **5. Performance, delivery terms**

5.1. The delivery date is indicated in the Company's Quotation or in the order confirmation sent by the Company. The delivery period is expressed in a time period, starting on the date of fulfilment of the following conditions:

- the Order has been received,
- the Buyer has provided the Company with all necessary documentation, permits and approvals,
- the Buyer has made available to the Company all samples, tools, auxiliary materials and technology in the appropriate quantity and quality and at the time specified in advance.
- the Buyer has fulfilled its payment and other obligations.

If any of these conditions are not fulfilled, the delivery deadline will be automatically extended by the Buyer's delay.

The Company reserves the right to modify the price and the delivery date, subject to any modifications made by the Buyer during the design and production process, information provided by the Buyer and the performance of the suppliers appointed by the Buyer.

5.2. The technical handover/takeover procedure will be conducted in several stages, in an equipment- specific manner (e.g. preliminary acceptance at the production site, on the spot assembly, commissioning, start of the manufacturing process), whose detailed description is included in the Quotation. If the Quotation does not contain any relevant provision then the technical handover/takeover procedure should be conducted according to the technical specification issued by the Buyer (whose issue date is earlier than that of the Quotation). In the event of any discrepancy between the Quotation and the specifications issued by the Buyer, the contents of the Quotation shall prevail. The Buyer undertakes to supply at its own expense and in due time the workpieces necessary for the setting up, pre- and final acceptance of the Equipment and to ensure its characteristics and tolerances in accordance with the specification in the preliminary tender.

The Company shall not reimburse the costs incurred by the Buyer during the handover-acceptance, in particular, but not limited to, the costs of the workpiece, the time spent by the Buyer's personnel present at the final acceptance, and travel and accommodation expenses.

After the final acceptance, no further errors or deficiencies in the Equipment may be added.

The Buyer undertakes to make available, at its own expense, the materials and equipment necessary for the assembly or commissioning at the place of assembly or commissioning before the start thereof, and to carry out all necessary preparatory work to enable the assembly or commissioning to start as agreed and to proceed without interruption.

If the assembly or commissioning is delayed due to reasons beyond the Company's control, the Buyer shall bear all justified damages, costs and expenses incurred by the Company directly or indirectly due to the delay.

If the Buyer breaches any of its obligations under these GTCs or the Contract, the Company may claim its justified damages and other rights arising from the breach.

5.3. If, for reasons attributable to the Buyer, the partial/final acceptance of the Equipment does not take place within 2 weeks after the agreed partial acceptance date/delivery at the latest, the Company shall be entitled to submit a final invoice.

5.4. The Buyer shall not be entitled to refuse to accept the Equipment on the grounds of minor defects. A minor error is considered to be a defect that does not materially affect the proper use of the Equipment and does not affect its functionality, operation, maintenance or development. In this case, the company is still entitled to submit the final invoice, provided that the deficiencies recorded in the list of deficiencies are remedied by the agreed deadline.

5.5. As long as the final acceptance of the Equipment has not taken place, the Company shall be entitled to carry out work on the Equipment at any time, to suspend or interrupt the operation of the Equipment during the work, to modify the parameters of the Equipment as it sees fit, even if this prevents the Buyer from actually using the Equipment for production.

5.6. The Company may use subcontractor(s). The Company shall be liable to the Buyer for the activities of the subcontractor(s) used.

5.7. The risk passes to the Buyer when the Equipment is delivered by the Company to the Buyer in accordance with the applicable INCOTERMS rules. The risk is also passed to the Buyer if the delivery of the Equipment is delayed for reasons attributable to the Buyer or if the Buyer refuses to accept the Equipment without stating a good reason or a quality defect.

5.8. If the Company is responsible for the transport of the Equipment to the place designated by the Buyer, the Company shall insure the Equipment against normal transport damage only at the Buyer's specific written request and expense.

5.9. The Company shall not be liable for any defect or deficiency in the Equipment which has occurred because the Buyer has not provided the Company with sufficient technical information and/or the original material/sample was not suitable. The Buyer shall also be responsible for ensuring that the Equipment ordered is fit for its intended purpose and suitable for the purpose specified in the documentation provided by him.

5.10. If, at the Buyer's request, the Equipment is delivered more than one month after it has been declared ready, the Company shall be entitled to charge a storage fee for each additional month commenced.

5.11. Unless otherwise agreed in writing, the Buyer shall provide at its own expense and in a timely manner:

- the lifting machinery and associated specialist personnel required to unload and move the Equipment, - water and energy at the point of use, including connections, heating and lighting,
- suitably sized dry and lockable rooms at the work site where the Company is to carry out the work (e.g. assembly, installation, etc.), suitable for the storage of the components of the Equipment(s), instruments, raw materials, tools, etc,
- workshops, rest rooms and sanitary facilities for assembly staff, adapted to the specific conditions,
- the necessary protective clothing and equipment to meet the site-specific requirements. Before commissioning works are started, the Buyer shall voluntarily make available all information and data available on concealed electrical, gas and water pipes or other similar installations, where relevant for the work.

The Buyer shall also ensure that the place of assembly or commissioning and the roads leading to it are level and unobstructed.

The Buyer shall also take all measures to protect its own property, the property of the Company and the property of the assembly personnel.

If the assembly or commissioning is delayed due to circumstances beyond the Company's control, the Buyer shall bear the reasonable costs of the downtime and any additional travel expenses of the Company or the assembly personnel.

If the Company has undertaken the assembly or commissioning for an individual invoice, the following provisions shall apply in addition to the provisions of this clause:

- the Buyer shall reimburse the Company for working hours, overtime, night work, work on Sundays and public holidays, work in exceptional circumstances, planning and supervision at the rates and surcharges stipulated in the Contract.
- the following costs are also reimbursed separately: travel expenses, the cost of transporting hand tools and other equipment, and mission expenses for work, working hours, rest and travel time and public holidays.

5.12. The Company produces the Equipment to the best of its professional knowledge. The Company can only comply with the special requirements if the Buyer has provided the Company with the available technical information and material samples in full at the time of the Order. In the absence of technical information and/or original product and/or material samples, the Company shall not be liable for the quality and suitability of the Equipment. The Company shall be entitled to modify the terms of performance and/or the contract price on the grounds of late or belated submission of technical information and/or material samples. All Company Equipment is subject to careful inspection and testing in accordance with the specifications before delivery.

The cost of any other test or examination ordered by the Buyer and not set out in the Company's Quotation, including trial runs, sample products, will be charged to the Buyer, as well as all costs incurred in the course of any test, trial or examination ordered by the Buyer.

Lifetime tests are not part of the Contract. If the Buyer requests so in respect of the items manufactured, the specific tests shall be set out in a separate contract and the costs shall be borne by the Buyer.

The Company is not obliged to provide a lifetime guarantee for the commercial elements within the guarantee period. If the Buyer exceeds the number of operating cycles specified by the manufacturer, the Buyer shall replace the part as part of its maintenance and ensure its regular replacement.

## 6. Maintenance

6.1. The Company shall provide the Buyer with maintenance instructions and maintenance training, on the basis of which the maintenance required for the operation of the handed over Equipment shall be carried out and documented in writing by the Equipment operator. Maintenance means daily checks based on the maintenance manual/guide, preventive maintenance at the required intervals and replacement of parts based on diagnostics.

The operator is responsible for the procurement and storage of materials used during maintenance. The Company cannot be held liable for any damage, loss or malfunction resulting from improper or incomplete maintenance, or in the event of incomplete maintenance documentation.



6.2. In the event of malfunction, the Buyer shall comply with reasonable minimum troubleshooting. If it fails to do so, the service work carried out by the Company cannot be asserted as a guarantee/warranty service.

## 7. Warranty and guarantee

7.1. The Company warrants and guarantees the Equipment manufactured by it for the period specified in this clause, as detailed below:

7.1.1. In the event of a failure to operate and maintain the Equipment in accordance with the instructions provided, the "implementation guarantee" shall be valid for a period of 12 months from the date of delivery of the Equipment, unless otherwise provided for in the Quotation.

7.1.2. The "indemnity for design" period is 24 months from the date of delivery of the Equipment.

7.1.3. The "indemnity for design" may be invoked by the Buyer during the warranty period specified in clause 7.1.2 only if the failure is clearly or demonstrably attributable to a design defect (e.g. undersized tools, inappropriate choice of materials). Repairs or modifications made under the indemnity for design are free of charge.

7.1.4. Concerning commercial products incorporated in the Equipment the Company offers only the guarantees provided by the distributor or the manufacturer, and in this case the guarantee period starts from the day the Company purchased them.

7.1.5. Both implementation guarantee and indemnity for design only apply to restoration of operability and do not cover reimbursement of indirect or consequential damages including, particularly but not exclusively, losses caused by shutdowns and defective products, product recalls and loss of profit for which the Company expressly excludes its responsibility.

7.1.6. The Company excludes its warranty and indemnity obligations set out in Sections 7.1.1 and 7.1.2 for the parts that has been provided by the Buyer and should be used in a compulsory manner.

7.1.7. The Buyer shall be liable for the technical solutions and subcontractors selected by the Buyer and for the commercial products to be used by the Company while fulfilling the Contract.

7.1.8. The Buyer shall notify the Company without delay by e-mail ([termektamogatas@robot-service.hu](mailto:termektamogatas@robot-service.hu)) on any failure of the Equipment.

7.1.9. In the event of a failure of the Equipment, a subassembly or a part covered by guaranty or indemnity the Company, at its own discretion, may remedy the failure of the Equipment, subassembly or part or replace the faulty part or provide sub-standard services again.

7.2. The Buyer expressly acknowledges that neither the guarantee set forth in Section 7.1.1 nor the indemnity defined in Section 7.1.2 is enforceable in the following cases:

7.2.1. If the Buyer makes changes or modifications to the Equipment without the consent of the Company.

7.2.2. If the malfunction is due to any of the following;

- improper operation, negligent or incorrect handling,
- excessive usage (e.g. by altering technological parameters specified in the Quotation),

the operator has used inadequate raw materials,

- operation in an inappropriate operating environment,
- maintenance not in accordance with the maintenance instructions,
- deterioration of "wear" parts, normal wear,
- vandalism, accident, external influence.

7.3. Conditions for enforcing repairs under guarantee and „indemnity for design“:

7.3.1. Response time for e-mail notifications within 1 working day at the latest during normal working hours.

7.3.2. The technician of the Company arrives at the scene at the appointed time within 2 working days of a notification and begins to find the defect (when the work is carried out in Hungary), provided that the Buyer gives him an opportunity to work and provides sufficient time. The duration of the repair depends on the availability of the Equipment, the time required to procure commercial materials and production capacity.

7.3.3. Periods between 8:00 a.m. and 4:00 p.m. from Monday to Friday are considered normal work hours.

7.3.4. The repair service under Clause 7.3 does not include 24-hour on-site or telephone assistance.

7.3.5. When the repair process is commenced and completed the person who reported the fault should be present at the scene, without him the Company cannot start repair works

and the period of time during which this person is not available shall not be considered as Company's delay.

7.3.6. The Company will not maintain a spare parts inventory within the framework of repair services.

7.3.7. The Company provides 12-month guarantee or indemnity from the repair completion date on the work carried out in the repair process set forth in Section 7.3 and on the new parts incorporated.

When the initial guarantee period expires later than this period then the initial period prevails.

7.3.8. The repair service set forth in Section 7.3 is enforceable only in the region of supply defined when the Contract was concluded.

## 8. Occasional provision of services beyond the warranty/indemnity period or out of warranty/indemnity

8.1. After the guarantee/indemnity period provided by the Company on the Equipment has expired or when a fault occurs outside the guarantee/indemnity then occasional provision of services can be requested against payment, which are calculated in each case on the basis of an individual offer/work basis.

8.2. Conditions for occasional provision of services beyond the warranty/indemnity period or out of warranty/indemnity are as follows:

- Written (e-mail) notification of a request for a service activity.
- At the agreed time, a Company representative will arrive at the site and start to investigate the fault.

- When the repair process is commenced and completed the person who reported the fault should be present at the scene. We accept failure reports only from persons entitled thereto. Any failure report constitutes an order.
- A worksheet covering the repair completed will be prepared and, after the Buyer has approved it in writing, used for invoicing (each commenced 0.5 hours will be invoiced).
- We start sourcing the parts and scheduling the service after receiving the official order.
- If the sum of travel and service working hours exceeds 8 hours, accommodation costs may arise.

- Service-maintenance hourly rates:

Hourly service fee on weekdays 08:00-17:00	75 EUR /person/hour
Hourly service fee on weekdays 17:00-08:00	85 EUR /person/hour
Hourly service fee on weekends and holidays	100 EUR /person/hour
Accommodation costs	80 EUR /person/night
Travel costs	45 EUR /person/hour
Drop-off fee	1 EUR / km

(The prices shown in the table do not include VAT.)

- Considering that the signed worksheet forms the basis for invoicing, the Buyer shall inspect the content of the worksheet in any case.
- Commercial materials that has been provided and incorporated by the Company will be shown as a separate item on the invoice.
- The Company will not maintain a spare parts inventory necessary for the Equipment within the framework of repair services therefore the duration of the repair may depend on the time required to procure commercial materials.
- The Company provides 12-month guarantee from the repair completion date on the work carried out in the repair process and on the new parts incorporated.

## 9. Intellectual property rights

9.1. The Company entirely reserves its copyright and industrial property rights with respect to intellectual properties created by the Company (and its employees) when preparing the Quotation and fulfilling the Contract including, especially but not exclusively, all documents, plans, drawings, models, technical solutions, devices and software developed. Any engineering fee or design cost included in the Quotation applies to targeted planning, and its indication as a separate item just contributes to greater comprehensibility of the Quotation but does not mean that any industrial property rights have been transferred partially or wholly.

Depending on the implementation, certain drawings, software and/or other related documents will be provided as a constituent of the Equipment or as an accessory together with the Equipment. Selling the Equipment to the Buyer and handover of designs, drawings, software and/or other related documents in the selling process does not imply transferring relevant copyright and industrial property rights to the Buyer.

9.2. The Buyer is entitled to modify, convert, alter or remanufacture any intellectual properties owned by the Company or to transfer them to third parties only after the Company's written consent has been obtained. The only exception to this rule is the situation where the transfer of rights of use is included as a separate item in the Quotation and the Order.

9.3. The Company reserves the right to place labels Robot-Service on some open surface on the casing of the Equipment manufactured by the Company.

9.4. The Company will in any case provide CE mark / EC declaration only for modifications carried out and for subassemblies and Equipment manufactured by the Company. The Company's CE-related liability shall not extend to any other parts of the Equipment and to the associated equipment in the production line.

## 10. Limitation of liability

The Company shall be liable towards the Buyer for the losses caused by the Company's defective or late delivery to the Buyer. Neither the Company nor the Buyer may exclude indemnification and its amount cannot be limited in case of damages caused intentionally or caused to human health or physical integrity and of product liability.

In any other case Company's liability shall be limited to the cover provided by Company's liability insurance. Concerning harmful events not covered by Company's liability insurance Company's liability shall be limited to 10 percent of the added value of the Equipment covered by the Contract for each insurance claim made under the Contract, on condition that if this level is not reached then the remaining amount shall not be aggregated with 10 percent of the added value of the Equipment covered by the next contract concluded with the same Buyer. The Company's liability is expressly excluded for indirect and consequential damages including especially loss of profit, loss of business, defamation, loss in output, loss of data and payment of punitive damages. The provisions of these GCTs do not exempt any of the parties from fulfilling their obligations to prevent, control and mitigate damages.

## 11. Force majeure

11.1. Force majeure is defined as any unforeseeable circumstance or event beyond the reasonable control of the Parties which makes it temporarily or permanently impossible for a Party to perform the Contract (e.g. war, insurrection, strike, quarantine, extraordinary natural circumstances, earthquake, flood, shortage of raw materials).

11.2. The party affected by force majeure shall notify the other party in writing of the actual force majeure event and its termination as soon as possible. The party affected by force majeure shall use all reasonable endeavours to avoid or mitigate the effects of any force majeure event.

11.3. If the deadlines set out in the Contract are not met by the parties due to force majeure, the deadlines shall be extended accordingly, contractual performance shall be suspended until the impediment is removed. The party affected by force majeure shall not be liable for non-performance, delay or defective performance, and the party affected by force majeure shall not be liable for any damage suffered by the other party.

11.4. In the event that the force majeure event persists for three (3) months (or in the event that the Company reasonably believes that a delay of three (3) months is likely to persist),  
- with a unilateral declaration the Company is entitled to withdraw from the entire Contract or any part thereof without bearing any liability.

- with a unilateral declaration the Buyer is entitled to withdraw from the entire Contract or any part thereof on condition that based on the current state of the design and manufacturing process the Buyer shall pay a reasonable and proportional part of the price specified in the confirmed Quotation.

## 12. Confidentiality:

The Buyer acknowledges that any information that comes to its knowledge relating to the Company's research, products, equipment, software, services, developments, creative projects, inventions, processes, designs, drawings, engineering solutions, marketing, economic or financial data (hereinafter collectively: Confidential Information) is considered a trade secret of the Company. The Buyer agrees that it will use the Company's Confidential Information only to the extent necessary to fulfil its obligations to the Company and will not use the Confidential Information in any other way unless approved in advance in writing by the Company. The Buyer further agrees to keep the Confidential Information confidential and not to disclose the Confidential Information to any third party except in accordance with this paragraph and to prevent the disclosure of the Confidential Information to any third party. This confidentiality clause shall be binding on the Buyer for a period of 10 years from the date of performance or other termination of the Contract between the parties.

## 13. Termination and cancellation of the contract

In addition to the rights to terminate stipulated in these GCTs and in the Contract (4.6, 4.7, 11.4), the Company shall be entitled to terminate the Contract in writing with immediate effect and without any consequence if - the Buyer breaches any of its obligations under the Contract and fails to remedy the breach within a reasonable period of time after receipt of a written notice to do so, as determined by the Company.

- the Buyer is the subject of any insolvency, liquidation, winding-up or bankruptcy proceedings.

Upon the occurrence of any of the events set forth in this clause, all payment obligations of the Buyer shall be deemed to be immediately due and payable and the Buyer shall pay a reasonable and proportionate share of the purchase price not yet invoiced, according to the current state of completion.

## 14. Complaints policy

The Company aims to fulfil all orders to an impeccable quality and to the full satisfaction of the Buyer. If the Buyer has any complaints, be it about the contract or its performance, he may communicate it by post.

The Company undertakes to respond to the Buyer's complaint sent to the contact details provided within 10 working days at the latest.

## 15. Data management

Buyer data is stored for the purpose of performing the contract and for subsequent proof of the terms of the contract. We will process your data in accordance with the Data Protection Act.

## 16. Miscellaneous

16.1. Any notifications, declarations and communications stipulated in these GTCs shall be forwarded in writing, and the Parties accept notifications as sent in written form if they have been delivered to the official addresses of the other party by registered letter with acknowledgement or sent electronically via e-mail from the e-mail address of the contact person, provided that reading of the message has been confirmed from the e-mail address of the other contact person or the message has been responded by employing one of the aforementioned methods.

16.2. The Company shall be entitled to cede or assign the Order or any part of it or any right and claim which it is entitled to on the basis of the Order or recover them by a third party.

The Company shall be entitled to enter into a contract with a third party or make a declaration to that effect in order to assume its obligations under the Order or any part thereof. The Buyer shall not be entitled to transfer its rights and obligations without first obtaining the Company's written approval.

16.3. These GTCs, the Quotations and the Contracts shall be interpreted in accordance with Hungarian law. The Hungarian Civil Code and the applicable Hungarian legislation shall prevail in all matters not regulated in the GTCs, the Offer and the Contract.

If the Buyer and the Company fall within the jurisdictions of different states and unless otherwise agreed by the parties, the Permanent Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry has jurisdiction to determine a dispute arising from the Order, in accordance with its own procedures.

The place of arbitration shall be Budapest, the number of arbitrators shall be three, and the language of the arbitration shall be English. If the parties fall within the jurisdiction of the Hungarian State, by acknowledging these terms and conditions the Buyer accepts that all legal disputes shall be submitted to the exclusive jurisdiction of Pest Central District Court or the Metropolitan Court of Budapest according to competency.

16.4. The Company may change these GTCs at any time. The amended terms will be effective for the Buyer from the date on which they are sent to the Buyer or otherwise made available by the Company.

Budapest, 23 Jun 2023

**Péter Bódi**

**Managing Director**