

1. SCOPE OF VALIDITY

- 1.1. Our General Terms and Conditions of Delivery and Payment (hereinafter "GTCDP") apply exclusively; we do not accept any terms of the Customer that are contrary to or differ from our terms of delivery and payment, unless we have expressly consented to their validity in writing. Our terms of delivery and payment shall also apply if we unreservedly fulfil deliveries and provide services to the Customer knowing that the Customer's terms are contrary to or differ from our own.
- 1.2. The GTCDP valid at the time of contract conclusion shall be applicable. The GTCDP may be updated or modified from time to time. The most recent version of the GTCDP can be viewed by Customers at www.phoenix-mecano.hu.
- 1.3. The following applies to subsequent modifications of the GTCDP within the framework of an existing contractual relationship: we inform the Customers of the planned change in a timely manner. If the Customer does not object to the change within 4 weeks, it shall be considered as acceptance of the modified GTCDP. When communicating the planned changes, we specifically address the confidentiality implications that specifically relate to the Customers. Should the Customer not accept the amendments to the General Terms and Conditions, we are entitled to extraordinarily terminate the contract concurrently with the effective date of the amendment to the General Terms and Conditions.

2. CONCLUSION OF CONTRACTS

- 2.1. If the Customer's order qualifies as an offer according to Section 6:64 of the Civil Code, we can accept it within four weeks.
- 2.2. If our offer does not specify an express deadline within which the offer is binding for us, the binding nature of our offer expires 28 days after the offer is sent.
- 2.3. The contract is formed upon acceptance of the offer. If the offer is accepted with amendments or modifications, it shall be considered a new offer. In the case of a framework agreement, the contract is concluded upon confirmation (acceptance) of the order.

3. DELIVERY / DELIVERY DEADLINE

- 3.1. Delivery deadlines or dates are only binding if we have confirmed them in writing. These apply to the time of dispatch and are fulfilled upon notification of readiness for dispatch, as per Section 4.4.
- 3.2. Partial deliveries or partial performances are permissible to a reasonable extent, provided they do not incur unreasonable additional costs for the Customer.
- 3.3. Force majeure and other events beyond our control, which significantly complicate or render impossible our delivery, such as operational disruptions or traffic jams, difficulties in procuring raw materials or energy, labour disputes, government actions, armed conflicts, epidemics, pandemics, delays in transportation or related to transportation, and non-fulfilment of deliveries by our suppliers for any reason, release us from our obligations under the delivery contract. However, this applies only to the duration of the temporary impediment and a reasonable initial period. If the duration of the impediment results in the Contracting Parties being essentially deprived of what they were entitled to under the Contract, the affected party has the right to terminate the relevant contract by notifying the other party

within a reasonable time. Unless otherwise agreed, the Parties expressly agree that either party may terminate the Contract if the duration of the impediment exceeds 3 months.

- 3.4. If the Customer takes delivery of the product later, or if dispatch is delayed at the request of the Customer, or if the Customer fails to fulfil their cooperative obligation due to their own fault, we are entitled to claim compensation for damages, including any additional costs (e.g., storage costs). Delivery deadlines are extended by the period during which the Customer fails to fulfil their obligations under this contract (e.g., securities or advance payment). This logically also applies to delivery deadlines. All further rights or claims reserved.

4. PRICES, DISPATCH, PACKAGING

- 4.1. In the absence of a specific agreement, our prices, fees, and incidental costs are determined based on the price lists valid on the day of service provision. Prices and fees do not include travel expenses, packaging costs, shipping costs, and insurance. These costs are listed separately on the Customer's invoice. Prices are understood to apply exclusively to the product in its unpackaged, factory condition and are augmented by the respective legally determined value-added tax.
- 4.2. If the payment of the service fee is not made in Hungarian Forints based on the agreement of the Parties, and the exchange rate of the relevant currency changes by 2.5 percent or more after the submission of the offer or the conclusion of the contract, we are entitled to modify the price specified in the contract or offer in accordance with the extent of the change. This applies to all deliveries and services provided after the change.
- 4.3. If production costs increase due to a global rise in raw material or energy prices or for other reasons, we reserve the right to unilaterally modify the price specified in the offer or contract.
- 4.4. Dispatch of the package occurs at the risk of the Customer. The risk of accidental destruction and deterioration of the Goods transfers to the Customer upon handover to the carrier or, at the latest, upon removal of the goods from the factory. If the dispatch is delayed for reasons not attributable to us, the transfer of risk occurs at the notification of readiness for dispatch.
- 4.5. Packaging materials, such as pallets, wooden boxes, and other packaging materials are only taken back if this has been agreed with the Customer in advance, and the purchase price of the packaging materials is listed separately on the invoice.

5. INVOICING, PAYMENT, AND ASSIGNMENT OF CLAIMS

- 5.1. The invoice must be paid in full according to the payment terms stated on it, following its issuance.
- 5.2. The agreed payment deadlines are met if the amount due is available to us on the due date according to Section 6:42 (2) of the Civil Code. 5.3. The Customer is entitled to a right of retention only in respect of undisputed or legally established claims arising from the same contractual relationship.
- 5.4. Payment for the defective parts of the delivery or service can only be withheld to the extent of the value of the faulty delivery or service.
- 5.5. We first offset older claims still outstanding against the Customer. If these are already subject to interest charges, we are entitled to allocate the payments first to the interest and then against the principal claim.

- 5.6. In case of late payment, the Customer is obliged to pay default interest according to Section 6:155 (1) of the Civil Code. If the Customer delays in payment, they shall bear all costs arising from the enforcement of the claim against them, especially the costs of reminders and collection orders, or court proceedings and seizure, which include postal, legal, and other procedural and administrative costs and fees.
- 5.7. If doubts arise concerning the Customer's solvency, particularly payment arrears, suspension of payment, insolvency petition filed by the Customer, or payment moratorium, our entire claim becomes immediately due. The same applies in the event that insolvency proceedings are initiated against the Customer's assets, or such proceedings are rejected due to a lack of assets. In this case, we may request an advance payment or a security deposit, and we reserve the right to withdraw the specified payment deadline. The right to withdraw from the contract remains unaffected.
- 5.8. The Customer can only offset claims that are undisputed or legally established by us.

6. RETENTION OF TITLE

- 6.1. The Delivered Goods shall remain our property until the invoiced purchase price is fully paid. Partial payment of the invoice price does not result in the transfer of ownership of a proportional amount of the Delivered Products.

7. QUALITY / OBLIGATION TO REPORT DEFECTS

- 7.1. The accepted quality of the goods is exclusively determined by the product description, system descriptions, or our product information, as agreed upon. We only assume responsibility for the suitability of the goods for specified purposes if we have explicitly agreed on the suitability.
- 7.2. Our services are provided in accordance with the current state of technology and in the execution stipulated in the agreement. We reserve the right to make changes to the Delivered Goods due to technological advancements, especially with regard to the materials and design of the goods.
- 7.3. The Customer is obliged to receive the Delivered Goods in the presence of the carrier, after verifying their quantity. This applies to both weight and number of items. Should the Customer notice any shortage, quantity discrepancy, or damage to the packaging, or determine that the Delivered Goods do not correspond to the ordered goods, they must record this in the presence of the carrier and note the fact of recording on the waybill or delivery note. Furthermore, the carrier must countersign the record.
- 7.4. The Customer is obliged to send us the record within three working days.
- 7.5. If the Customer fails to make the record, they lose the right to subsequent delivery of the missing quantity, or to enforce warranty claims related to it, nor can they demand compensation from us for the damage, and are responsible for any damage that could have been claimed from the carrier.
- 7.6. The Customer is obliged to commence the quality control immediately after delivery, but no later than within eight days, and complete it within the necessary minimum time. The Customer must notify us in writing of any defects discovered immediately, but no later than within three working days. The Customer must store the defective/incomplete products separately until we have verified the report of the goods' deficiency.

- 7.7. Services are provided by skilled staff or service partners in accordance with the principles appropriate to the practice of the profession.
- 7.8. If services are provided at the Customer's premises, the Customer is obliged to provide adequate tools and workstations for our staff.
- 7.9. After successful acceptance, in the case of work contracts, only complaints due to hidden defects are considered. The defect must be reported immediately, but no later than within three (3) working days after discovery. If the defect is not reported within two (2) weeks of its recognition, the work shall be considered approved by the Customer. The complaint must detail the deficiencies in writing.

8. WARRANTY

- 8.1. The Customer may not refuse acceptance of deliveries/services due to insignificant defects.
- 8.2. In case of a valid objection, we may, at our discretion, rectify the defective goods free of charge or deliver new, defect-free goods
- 8.3. For damages caused by defective performance, we are liable in accordance with the provisions of the Civil Code, i.e., our liability for compensation is limited to the VAT-excluded value of the delivered defective goods, and in the case of divisible services, to the VAT-excluded value of each defective product. This excludes damages resulting from intentional or criminal acts, or contract breaches that endanger life, physical integrity, and health.
- 8.4. In case of shortage or defect, the goods may only be returned to us with our prior consent. We are not obliged to accept returns made without our prior approval. In this case, the Customer shall bear the costs of the return.
- 8.5. The warranty period is one year from the delivery of the goods to the Customer. In cases of compensation related to physical integrity and health damage, or if the damage is intentionally caused by us or our associates, the statutory limitation period applies.
- 8.6. The warranty claim ceases if the service or the result of the execution, or the Delivered item has been altered. If the Customer refuses to allow us to examine and check the reported defects and deficiencies, or if the defects are rectified without our prior consent, the warranty claim also ceases. An exception is made if the Customer had to act immediately due to a demonstrably existing risk of deterioration.
- 8.7. The warranty claim does not apply to natural wear and tear, nor to damages that occur after the transfer of risk due to faulty or negligent handling, excessive use, improper operating materials, and electrical and/or mechanical impacts beyond normal use.

9. COPYRIGHTS

- 9.1. The Customer shall be responsible for ensuring that no industrial property rights of third parties are infringed by documents, objects, and other items transferred for the purpose of shipment or service. The Customer shall indemnify us from claims of third parties and compensate us for any damages that may arise. If a third party prohibits us from performing, manufacturing, or delivering based on their industrial property rights, we are entitled to suspend the work without examining the legal situation and demand reimbursement of our costs. Documents, objects, and everything else provided to us that did not result

in an order will be returned upon request against reimbursement of costs. Otherwise, we are entitled to destroy them three (3) months after the submission of the offer.

- 9.2. We retain unlimited ownership and copyright exploitation rights to samples, models, cost estimates, drawings, calculations, and similar physical or non-physical information - even in electronic form - and other documents; these may be made available to third parties only with our prior written consent. Drawings and other documents attached to the offer must be returned to us promptly upon request.

10. INDUSTRIAL PROPERTY RIGHTS; LEGAL DEFICIENCIES

- 10.1. Unless otherwise agreed in writing, we are only obliged to deliver shipments free from industrial property rights and copyrights of third parties (hereinafter referred to as property rights) in the country of delivery. If a third party makes valid claims against the Customer for infringement of ownership rights related to the shipments/services provided by us and used in accordance with the contract, then within the deadline specified in Section 8.5, we shall assume responsibility towards the Customer by either acquiring usage rights for the relevant shipment/service, modifying it to avoid infringement of ownership rights, or replacing them (at our discretion and at our expense). If this is not possible under reasonable conditions, the Customer is entitled to statutory rights of withdrawal or price reduction.

The aforementioned obligations only exist if the Customer promptly notifies us in writing of the third party's claims, does not acknowledge the infringement, and all defensive measures and settlement negotiations remain within our jurisdiction. If the Customer discontinues the use of the shipment/service for the sake of damage mitigation or for other important reasons, they must inform the third party that the suspension of use is not related to the acknowledgment of infringement of property rights.

- 10.2. If the infringement of property rights is due to the Customer's fault, their claims cannot be asserted.
- 10.3. The Customer's claims are also not enforceable if the infringement of property rights is caused by the Customer's special instructions, an application unforeseen by us, or if the infringement is due to the fact that the Customer modified the shipment/service, or used it with products not delivered by us.

11. ORDER FORWARDING

- 11.1. We are entitled to forward the order or a part of it to a third party without the Customer's prior written consent. We are responsible for the third party as if we ourselves had acted as an intermediary.

12. TRANSFER OF RISK OF LOSS

- 12.1. The risk of loss transfers to the Customer as follows, even in the case of free delivery:
- i) for shipments without installation or assembly, when they are dispatched or picked up. At the Customer's request and expense, we insure the shipment against the usual transportation risks;
 - ii) for shipments with installation or assembly, on the day of acceptance at the Customer's own site, or after flawless test operation (if agreed).
- 12.2. If the dispatch, delivery, installation or assembly start or execution, acceptance in the Customer's own operation, or test operation is delayed due to the Customer, or if the Customer otherwise delays acceptance, the risk of loss transfers to the Customer.

13. SUSPENSION OF PAYMENT, INSOLVENCY, AND LIQUIDATION PROCEEDINGS

- 13.1 If the Customer stops making payments, or if a liquidation procedure, a compulsory liquidation procedure, or a bankruptcy procedure has been initiated against the company, or if a provisional insolvency administrator is appointed, an insolvency or liquidation procedure is opened over its assets, or if there are bill or check refusals against it, we are entitled to withdraw from the contract in whole or in part, without any claims being derived against us. If we withdraw from the contract, the services rendered up to that point must be settled at the contractual prices.

14. INVALIDITY

- 14.1. Should individual parts of these Terms and Conditions be or become invalid, this does not affect the validity of the remaining provisions; the same applies to filling gaps in these Terms and Conditions.

15. DATA PROCESSING AND DATA PROTECTION

- 15.1. As data controllers and processors, the Contracting Parties are obliged to protect the personal data of individuals acting as their appointees, representatives, or contacts during the processing of personal data.
- 15.2 Personal data (especially name, position, email address, telephone number) given electronically or on paper by employees to each other (as part of or as annexes to the Contract) are processed by the Contracting Parties in the course of their business activities in connection with the contracts they have concluded or will conclude, for the purpose of concluding or performing the contract and maintaining contact, to the extent necessary for the conclusion or performance of the contract and maintaining contact (GDPR Article 6(1)(f) or (b)). Personal data are stored in the IT systems of the Contracting Parties; the data are not processed in any other way.
- 15.3 The Contracting Parties guarantee that access to the aforementioned personal data is limited to individuals authorized based on their positions necessary for the performance of their duties. These employees must sign a confidentiality statement. The Contracting Parties store personal data only for the duration prescribed by law or until the purpose of data processing is fulfilled, but for no longer than five years after the last business relationship is concluded. Compliance with the provisions on data security as defined in GDPR Article 32, i.e., the implementation of appropriate technical and organizational measures, ensures adequate protection of personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage of data.
- 15.4 After the period defined for data processing purposes has elapsed, depending on the decision of the Contracting Parties, all personal data are either deleted or returned to the Contracting Parties. Existing copies shall also be deleted by the Contracting Parties, unless the laws of the EU or individual member states require storage of personal data.
- 15.5 Without prior written, individual or general consent of the Contracting Parties, other data processors may not be used. Specific inquiries related to the processing of personal data must be answered without delay, but no later than one month after receipt of the inquiry. The Contracting Parties must provide all information necessary to verify the aforementioned obligations and any information that enables and

supports audits carried out by the Contracting Parties, as processors or by an authorized inspector, including on-site inspections.

16. COMPLIANCE WITH EXPORT CONTROL REGULATIONS

- 16.1 The Customer undertakes to comply with the relevant provisions of national and international re-export control laws when transferring goods, work, and services provided by us to a third party.
- 16.2 Before transferring goods, work, and services provided by us to a third party, the Customer shall act with due care and take appropriate measures to ensure that
- (i) the Customer does not violate embargoes of the European Union, the United States of America, and/or the UN – considering restrictions on domestic business activities and prohibitions on circumventing these restrictions – by transferring in such a way to a third party, or by providing other economic resources in relation to our goods, work, and services;
 - (ii) the goods, works, and services are not intended for uses that are prohibited or subject to licensing in nuclear/weapon technology related to armaments; except in cases where the necessary permits for these purposes have been obtained;
 - (iii) all relevant sanctions lists of the European Union and the United States of America are complied with in business transactions with companies, individuals, or organizations listed therein.
- 16.3 The Customer shall also oblige its Customers to comply with and implement the requirements of export control regulations and check compliance with appropriate means.
- 16.4 If necessary for export control checks by authorities or by us, the Customer shall promptly provide all information about the end-user, the final place of use, and the use of goods, work, and services provided by us, as well as the export control restrictions applicable in this respect.
- 16.5 The Customer shall fully indemnify us against all claims by authorities or third parties against us due to non-compliance with the aforementioned export control obligations by the Customer. Furthermore, the Customer undertakes to compensate us for all related damages and expenses.

17. CODE OF CONDUCT

As part of our corporate responsibility, we are committed to the Code of Conduct of the Phoenix Mecano Group, which can be viewed at the following link: <https://www.phoenix-mecano.com/de/downloads>

18. JURISDICTION / APPLICABLE LAW

- 18.1. In case of legal disputes between the Parties, the courts of the Republic of Hungary shall have exclusive jurisdiction.
- 18.2. Statements intended to establish, preserve, or exercise rights shall be made in writing. The requirement for written form is also fulfilled through text form, remote data transmission (e.g., email), or fax, except where the written form is prescribed by law.

- 18.3. In matters not regulated by these general terms and conditions of delivery and payment, the provisions of Act V of 2013 on the Civil Code shall apply. Only Hungarian law shall be applicable, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 18.4. These general terms and conditions of delivery and payment have been prepared in Hungarian, English, and German. For the interpretation of the contract, Hungarian language shall be prevailing.

Effective from 1st December 2023