

## General Terms and Conditions

### I. General Provisions

1. These General Terms and Conditions (hereinafter: the “GTC”) set out the general terms applicable to the purchase of products or components by **Kárászy Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság** (registered office: 1033 Budapest, Szőlőkert u. 11., company registration number: Cg.01-09-364505, tax number: 10968367-2-41) (hereinafter: the “**Buyer**”) from any Hungarian or foreign supplier (hereinafter: the “**Supplier**”).
2. These GTC form an annex to, and an integral part of, any request for quotation, purchase order, or contract issued by the Buyer.
3. By confirming the Buyer’s order or accepting the Buyer’s request for quotation, the Supplier expressly accepts and agrees to be bound by these GTC.
4. Any general terms and conditions used by the Supplier shall apply only if expressly accepted in writing by the Buyer in advance.
5. In case of any conflict, the provisions of these GTC shall prevail over any terms and conditions of the Supplier.

### II. Subject Matter and Performance

1. The subject of the contract is the delivery and transfer of the products ordered by the Buyer (hereinafter: the “**Products**”).
2. The Supplier shall deliver the Products in the quantity, quality, packaging, and within the time limits specified in the contract.
3. The Products shall comply with all applicable Hungarian and EU laws, regulations, standards, and safety requirements, including CE marking and ISO certifications.

### III. Delivery Deadline and Delay

1. The delivery deadline shall be the date specified in the Buyer’s purchase order.
2. In the event of delay, the Supplier shall pay a daily penalty of
  - a. 1% per day of the net contract value if the total net contract value is less than or equal to EUR 1,000,
  - b. 0.75% per day of the net contract value if the total net contract value is more than EUR 10,000 but less than or equal to EUR 20,000,
  - c. 0.5% per day of the net contract value if the total net contract value is more than EUR 20,000.
3. In the event of a delay, the maximum penalty payable by the Supplier shall be 50% of the total net value of the contract.
4. The Buyer shall be entitled to terminate the contract with immediate effect if the delay exceeds 15 working days, or if such delay causes material disruption or loss to the Buyer’s operations.

### IV. Non-Performance and Termination

1. If the contract cannot be performed for reasons attributable to the Supplier, the Supplier shall pay a non-performance penalty amounting to 25 % of the total net contract value.
2. The Buyer may terminate the contract with immediate effect if the Supplier materially breaches its delivery or quality obligations, or if the Products fail to comply with EU or Hungarian standards.

### V. Delivery Terms and Transfer of Risk

1. Delivery shall be governed by INCOTERMS 2020. Unless otherwise agreed in writing, the delivery term shall be DAP – Buyer's place of business.
2. Title to and risk of loss or damage to the Products shall pass to the Buyer only upon physical receipt of the Products at the agreed place of delivery.
3. The Supplier shall bear all risks, losses, and costs associated with the Products until such receipt, and shall be liable for any damage, shortage, or loss during transport.

#### **VI. Prices, Invoicing and Payment Terms**

1. Contractual prices are fixed and non-adjustable until full performance.
2. The Supplier may issue an invoice only after verified performance and delivery acceptance by the Buyer.
3. Unless otherwise agreed in writing, the payment term shall be 15 calendar days from the date of receipt of the invoice by the Buyer.
4. The Buyer shall be entitled to withhold payment until the Supplier has duly fulfilled all its contractual obligations.
5. The Supplier may not assign or otherwise transfer its receivables, including under factoring arrangements, without the Buyer's prior written consent.

#### **VII. Bank Guarantee**

1. The Buyer may request the Supplier to provide a bank guarantee to secure any advance payment or proper performance of the contract.
2. The guarantee must be unconditional, irrevocable, and payable on first written demand, issued by a financial institution licensed to operate in Hungary and having a minimum credit rating of BBB+.
3. The Buyer may draw on the guarantee, in whole or in part, if the Supplier fails to perform any contractual obligation.
4. The Buyer may also draw on the guarantee to satisfy any financial claim it may have against the Supplier.
5. At least 10 days before expiry of the guarantee, the Supplier shall arrange for its renewal or the submission of a replacement guarantee.

#### **VIII. Quality Requirements and Claims**

1. Upon receipt of the Products, the Buyer shall be entitled and obliged to inspect their quantity and quality.
2. In the event of defective performance, the Buyer shall notify the Supplier within 5 days, and the Supplier shall, at its own cost, repair or replace the defective Products.
3. All costs arising from defective performance (including return transport, replacement, and labor costs) shall be borne by the Supplier.
4. Systematic defect: if at least 5 % of the delivered Products exhibit the same defect, the Supplier shall, at its own expense and at the Buyer's discretion, repair or replace the entire defective batch and compensate the Buyer for all related losses or damages.
5. The Supplier shall repair or replace the defective Products within the deadline specified by the Buyer. If the Supplier fails to do so, the Buyer may have the repair performed by a third party at the Supplier's expense.

#### **IX. Buyer's Right of Inspection**

1. The Buyer shall be entitled, upon prior notice, to inspect the Supplier's manufacturing, packaging, logistics, or quality-control processes.

2. The Buyer shall have access to the Supplier's quality assurance and production documentation and may prepare a written inspection report.
3. The Supplier shall provide all necessary information and access for the on-site inspection.
4. Such inspection shall not constitute acceptance of the Products and shall not limit any other rights of the Buyer.

#### **X. Liability and Insurance**

1. The Supplier shall be fully liable for any loss or damage arising from defective or delayed performance.
2. The Supplier shall maintain appropriate liability insurance, including product liability coverage, throughout the term of the contract.
3. Upon request, the Supplier shall provide documentary evidence of valid insurance coverage.

#### **XI. Confidentiality and Intellectual Property**

1. The Supplier shall treat as strictly confidential all business and technical information received from the Buyer and shall use it solely for the performance of the contract.
2. The Supplier represents and warrants that the Products do not infringe any third-party intellectual property rights and shall indemnify and hold the Buyer harmless from and against any related claims.
3. The Supplier shall not use the Buyer's trademarks, logos, brand names, or any similar designations without the Buyer's prior written consent.
4. The confidentiality obligations shall survive indefinitely after termination of the contract.

#### **XII. Legal Compliance and Occupational Safety**

1. The Supplier shall carry out its activities in full compliance with all applicable laws and regulations, in particular those relating to occupational safety, environmental protection, and product safety.
2. Upon request, the Supplier shall provide evidence of such compliance, including valid licenses, certificates, and authorizations.

#### **XIII. Sanctions, Compliance and Ethics Statement**

1. The Supplier declares that its operations comply with all applicable anti-corruption, anti-money-laundering, export-control, and economic-sanctions regulations.
2. The Supplier is not subject to any economic or trade sanctions imposed by the European Union, the United States, or the United Nations, nor does it conduct business with any sanctioned person or entity.
3. The Supplier shall immediately notify the Buyer in writing if any such connection arises.
4. The Buyer shall be entitled to terminate the contract with immediate effect if the Supplier breaches any of these provisions.

#### **XIV. Subcontractors**

1. The Supplier shall not subcontract any of its contractual obligations without the Buyer's prior written consent, unless expressly authorized in writing by the Buyer.
2. The Supplier shall remain fully liable for the acts and omissions of any approved subcontractor as if they were its own.

#### **XV. Force Majeure**

1. Neither Party shall be liable for any failure to perform its obligations under the contract if such failure results from circumstances beyond its reasonable control (force majeure).
2. The Supplier shall notify the Buyer in writing without undue delay upon the occurrence of a force majeure event; failure to give timely notice shall preclude the Supplier from claiming exemption from liability.

#### **XVI. Notices**

1. All notices between the Parties shall be valid only if made in writing and delivered by verifiable means (registered mail, courier service, or e-mail with confirmation of receipt).
2. E-mails shall be deemed received on the 2 working days following dispatch.
3. Each Party shall promptly inform the other in writing of any change in its contact details.

#### **XVII. Governing Law and Jurisdiction**

1. The contract shall be governed by and construed in accordance with the laws of Hungary, in particular Act V of 2013 on the Civil Code.
2. The Parties agree that the courts of Hungary shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the contract.
3. By accepting these GTC, any foreign Supplier expressly submits to the exclusive jurisdiction of the Hungarian courts.

#### **XVIII. Final Provisions**

1. The Buyer may amend these GTC unilaterally; any amendment shall take effect upon notification to the Supplier.
2. Matters not regulated herein shall be governed by the laws of Hungary.
3. These GTC shall enter into force on 18-12-2025 and shall remain in effect until revoked.