HAJDU Autotechnika Zrt.

General Terms and Conditions (GTC)

Customer: **HAJDU Autotechnika Ipari Zrt.**
Address: 4243 Téglás, Külterület 0135/32. hrsz.
Tax number: 13560250-2-09
Represented by: Dedéné Novotni Anna, Vice President of Board

1. 1. Scope of application, protective clause

1.1. Any and all business relations between CUSTOMER and the SUPPLIER are subject to CUSTOMER's CONTRACTUAL TERMS.

1.2. Legal relations between the SUPPLIER and CUSTOMER are subject exclusively to the CONTRACTUAL TERMS. The SUPPLIER's general terms and conditions or such other conditions as may oppose or deviate from these CONTRACTUAL TERMS apply only if CUSTOMER expressly recognized their applicability them in writing.

1.3. CUSTOMER's silence, its payment for or acceptance of SERVICES – even without reservation – shall not be construed as recognition of such other conditions as may oppose or deviate from these CONTRACTUAL TERMS.

1.4. The PARTIES already agree that the SUPPLIER's general terms and conditions do not apply even if the SUPPLIER references them (e.g., for routine technical reasons) in the course of its correspondence – especially upon the acceptance of ORDERS (e.g., by way of ORDER CONFIRMATIONS).

2. Definitions

CUSTOMER	The entity, which issues orders to the SUPPLIER and to whom the SERVICES are provided.
SUPPLIER	The entity providing SERVICES to the CUSTOMER, acting as a subcontractor.
PARTIES	CUSTOMER and the SUPPLIER together.
ORDER CONFIRMATION	The SUPPLIER's binding written acceptance of an ORDER.
OFFER	The SUPPLIER's non-binding written request for CUSTOMER to place an ORDER.
ORDER	CUSTOMER's binding written request – i.e., application – for the SUPPLIER to provide a SERVICE.
SUPPLIER CONTRACT	A legally binding agreement established between CUSTOMER and SUPPLIER for the provision of specific SERVICES or Goods. A SUPPLIER Contract is formed when CUSTOMER issues an

	ORDER, and this ORDER is subsequently accepted by the SUPPLIER, typically through an ORDER CONFIRMATION or by commencing performance.
SERVICE	Any and all activities the SUPPLIER undertakes with a view to satisfying its principal and ancillary contractual obligations vis-à-vis CUSTOMER.
OBJECTION	SUPPLIER's written refusal of an ORDER.
CONTRACTUAL TERMS	These GENERAL PURCHASING CONDITIONS and, where agreed, the annexes pursuant to section 2 of the MASTER AGREEMENT
DELIVERY DATE	The agreed date by which defect-free and complete SERVICES must be received by CUSTOMER or its designated recipient.
DEFAULT	The SUPPLIER's inability or apparent inability to meet agreed delivery dates, deadlines, and/or volumes.
SUBCONTRACTORS	(Vicarious) agents, subcontractors, suppliers, and other third parties utilized by the SUPPLIER to perform SERVICES or aspects thereof.
TOOL	Any tool or equipment supplied by CUSTOMER to SUPPLIER.
CBAM Register	The register established in accordance with Regulation (EU) 2023/956, concerning the Carbon Border Adjustment Mechanism.
HS Code	The Harmonized System commodity code of the products.
NDA	Non-disclosure agreement.
CODE of CONDUCT	CUSTOMER's Code of Conduct, accessible via a provided link, which the SUPPLIER is obliged to comply with.
CSR	CSR (Corporate Social Responsibility) refers to a business approach whereby companies integrate social, environmental, and economic considerations into their operations, rather than focusing solely on profit maximization. This concept includes voluntary initiatives designed to support sustainability and enhance community welfare.

3. Agreements governing the business relationship

3.1. The commercial relationship between the CUSTOMER and the SUPPLIER (e.g. purchase orders, delivery schedules, etc.) shall be governed by these General Terms and Conditions and the documents listed below, in their respective valid and current versions, which are available on the CUSTOMER's website under the procurement submenu in the "Downloads" section (https://hajduautort.hu/letoltesek). These documents are binding on the SUPPLIER, and the SUPPLIER shall fully comply with the provisions set out in these General Terms and Conditions and in the referenced documents. Any deviation from these provisions shall be agreed upon in writing between the CUSTOMER and the SUPPLIER.

List of documents:

- HAJDU Autotechnika Code of Conduct for Suppliers
- Information Security Guidelines for HAJDU Autotechnika Suppliers
- HAJDU Autotechnika Quality Assurance Guidelines for Suppliers
- HAJDU Autotechnika Logistics Manual for Suppliers

3.2. If, in addition to these General Terms and Conditions, the Parties also enter into a framework agreement containing specific individual terms, and the individual documents contain conflicting provisions with respect to certain matters, the following order of precedence shall apply:

i. Purchase Order – PO - (individual order)
ii. Project Agreement
iii. Framework Agreement
iv. General Terms and Conditions (GTC)

4. Orders, Purchase Orders, Supplier Capacity

4.1. Forecasts (in the case of regular orders)

- The CUSTOMER shall regularly inform the SUPPLIER, in the form of scheduling forecasts, of the quantities expected to be required during the periods indicated in such notifications.
- The scheduling forecasts are provided solely for the purpose of facilitating the **SUPPLIER's** capacity planning and shall not be binding on the **CUSTOMER**. The **SUPPLIER** shall ensure capacity for the quantities specified in the scheduling forecasts – up to at least **130% of the volumes set out in the Project Agreement**..

4.2. Orders

- The CUSTOMER shall place its orders by issuing individual Purchase Orders to the SUPPLIER. Accordingly, the purchase orders placed by the BUYER and accepted by the SUPPLIER shall constitute a binding SUPPLIER CONTRACT.
- Orders shall be deemed accepted by the SUPPLIER if the SUPPLIER does not raise any objection within three (3) working days. The CUSTOMER shall be entitled to withdraw call-offs and orders under the scheduling agreement that have not yet been confirmed by the SUPPLIER.
- Binding call-offs under the scheduling agreement, purchase orders and confirmations may be issued in writing or via EDI, web-EDI or e-mail.

5. Delivery dates, default

5.1. The receipt of defect-free and complete SERVICES/Parts by CUSTOMER or the recipient designated by CUSTOER shall be decisive for compliance with the delivery date agreed upon.

5.2. In the event that the SUPPLIER is unable to meet agreed delivery dates, deadlines and/or volumes ("DEFAULT"), or if it is apparent that it will not be able to do so, it must immediately notify CUSTOMER, stating the reason as well as the likely consequences of such DEFAULT. In addition, the SUPPLIER must do whatever is necessary to ensure that delivery is effected promptly and completely.

5.3. If the SUPPLIER culpably caused the DEFAULT, the SUPPLIER must:

5.3.1. indemnify CUSTOMER and its customers against all losses and damages resulting from its failure to discharge its obligations; and

5.3.2. pay a contractual penalty to CUSTOMER. The amount of the contractual penalty for each calendar day equals 0.3% of the value of the ORDER in question; in total, the contractual penalty is capped at 5% of the value of the ORDER. The contractual penalty is to be applied against the default damages the SUPPLIER must pay. CUSTOMER's right to assert claims for damages in excess of the contractual penalty is not affected.

6. Subcontractors

6.1. The SUPPLIER bears full responsibility for (vicarious) agents, subcontractors, suppliers and other third parties ("SUBCONTRACTORS") and is liable vis-à-vis CUSTOMER for their negligent or willful actions and any resulting damage incurred by CUSTOMER or its customers.

6.2. The SUPPLIER must give CUSTOMER prior written notice of its intention to delegate SERVICES or aspects thereof to – or otherwise use – SUBCONTRACTORS, and it must not proceed without CUSTOMER's prior consent. CUSTOMER's consent must not be withheld unreasonably and does not release the SUPPLIER from its obligation and liability.

6.3. The SUPPLIER will impose on SUBCONTRACTORS such quality standards and duties as may have been agreed between the PARTIES and arise from the CONTRACTUAL TERMS, respectively.

7. Quality

7.1 For its deliveries, the SUPPLIERr shall adhere to accepted engineering standards, relevant safety requirements, and the agreed technical specifications. Modifications of the delivery item require the CUSTOMER 's prior written consent. The SUPPLIER may not commence series production delivery until the CUSTOMER has approved the sample parts. Notwithstanding such approval, the SUPPLIER must continuously verify the quality of the delivery items. Each contracting PARTY shall inform the other of quality improvement possibilities.

7.2 If no firm agreements exist between the SUPPLIER and the CUSTOMER on the nature and scope of testing and inspection and the means and methods thereof, the CUSTOMER is willing, at the SUPPLIER's request and within the limits of its own knowledge, experience, and resources, to discuss testing and inspection issues with the SUPPLIER in order to determine the level of testing and inspection technology required in each individual situation. If requested, the CUSTOMER will also inform the SUPPLIER about the relevant safety requirements.

7.3 The SUPPLIER commits to establishing and maintaining a quality management system in accordance with IATF 16949 (current version). This shall be based on a certified quality management system that complies at least with the requirements of ISO 9001 (current version), ensuring commitment to the zero-defect philosophy and the continuous, controlled improvement of services.

The SUPPLIER also commits to establishing a certified environmental management system in accordance with ISO 14001. In the design of products and in the technologies applied in production, special emphasis shall be placed on contributing to sustainable development and minimizing the ecological footprint.

The SUPPLIER shall document the above commitments towards the CUSTOMER without prior request.

7.4 It shall be ensured that products are fully traceable throughout the supply chain. In particular, the batch number of the Supplier's Product must be indicated in the accompanying documents.

7.5 The CUSTOMER and the CUSTOMER 's customers are entitled to audit the SUPPLIER after prior notice. During such audit, the SUPPLIER shall provide the CUSTOMER or the CUSTOMER 's customers with all requested information and access to all relevant documents, processes and company facilities. The SUPPLIER shall ensure that the CUSTOMER and the CUSTOMER 's customers also have the right of audit and access to subcontractors.

7.6 Upon written request by the CUSTOMER, the SUPPLIER shall, subject to existing confidentiality obligations and legal provisions, provide the CUSTOMER with sufficient information to enable the CUSTOMER to assess the SUPPLIER 's current economic and financial situation in terms of delivery capacity. The CUSTOMER shall keep such information confidential.

7.7 Following any complaint reported by the CUSTOMER, immediate corrective actions shall be implemented, documented, and a structured 8D report shall be submitted in a timely manner.

8. Acceptance and Inspection of Products and Services

8.1. The CUSTOMER shall inspect the incoming Products for the purpose of verifying their quantity and identity, as well as for any externally visible damage to the packaging incurred during transportation, and shall notify the SUPPLIER if any discrepancies are identified during such inspection. As a general rule, no further inspections shall be carried out. The CUSTOMER shall notify the SUPPLIER of any defects not detectable during such inspections (“hidden defects”) after their discovery.

8.2. Defect notifications shall be deemed timely if the defects are reported to the SUPPLIER no later than ten (10) working days from the acceptance of the Products, or, in the case of hidden defects, within ten (10) working days from the discovery of such defect. Settlement of the invoice without reporting any defect shall not be deemed as confirmation by the CUSTOMER that the Products comply with the contractual requirements.

8.3. The SUPPLIER shall be obliged to carry out a full inspection of the Products delivered and services provided by subcontractors upon delivery of the Products or performance of the services, in order to verify that such Products and services are free from defects. The SUPPLIER shall document such inspections and their results and shall retain the relevant documentation for a period of at least 15 years.

9. Warranty, Guarantee, and Liability

9.1 The SUPPLIER must indemnify CUSTOMER and its customers against such costs, damages, expenditures and liabilities as may be asserted in or out of court on the basis of a willful or negligent violation of the SUPPLIER's obligations under the CONTRACTUAL TERMS or an omission in breach of its duties.

9.2 The SUPPLIER's liability also extends to third-party claims arising from product liability, including but not limited to personal injury, property damage or the infringement of rights caused by a defective, incorrect or unsafe SERVICE.

9.3 Where applicable law assigns liability irrespective of fault, the SUPPLIER's liability is contingent on its culpability.

9.4 Warranty and Guarantee Period: The SUPPLIER warrants that all SERVICES and Goods delivered shall be free from defects in material, workmanship, and design, and shall conform to all agreed specifications, drawings, samples, and other requirements. The warranty period shall be 24 months from the date of acceptance of the SERVICES/Goods by CUSTOMER or, in the case of Goods integrated into CUSTOMER's final product, from the date of the final product's delivery to CUSTOMER's customer. Any statutory guarantee periods shall remain unaffected and, if longer, shall prevail

9.5 Remedy of Defects: In the event of a defect, CUSTOMER shall notify the SUPPLIER. The SUPPLIER shall, at CUSTOMER's discretion, promptly remedy the defect by repair or replacement of the defective SERVICE/Goods at its own cost and risk. If the SUPPLIER fails to remedy the defect within a reasonable period set by CUSTOMER, or if immediate action is required due to urgency or to prevent greater damage, CUSTOMER is entitled to remedy the defect itself or have it remedied by a third party at the SUPPLIER's expense.

9.6 Consequential Damages: The SUPPLIER shall be liable for all direct and indirect damages, including consequential damages, loss of production, loss of profit, and recall costs, arising from a breach of its obligations, including but not limited to defective SERVICES/Goods

9.7 No Limitation of Liability for Intent or Gross Negligence: The limitations of liability, if any, set forth in CONTRACTUAL TERMS shall not apply in cases of willful misconduct (intent) or gross negligence on the part of the SUPPLIER or its vicarious agents.

10. Insurance

The SUPPLIER shall ensure that it has adequate insurance cover in respect of its liabilities in accordance with industry practice. The SUPPLIER shall maintain the following minimum insurance cover (worldwide) throughout the duration of its contractual relationship with the CUSTOMER:

10.1. (professional) indemnity and product liability insurance for industrial and commercial enterprises (product liability model) with a minimum sum insured of 1 (one million euros) per claim per calendar year for personal injury and damage to property,

10.2. recall cost liability insurance for motor vehicle parts suppliers, with a minimum sum insured of EUR 2 (two) million per calendar year.

Upon request, the SUPPLIER shall promptly provide the CUSTOMER with documentation of the aforementioned insurance cover.

11. Payment terms, set-off, transfer of ownership

11.1. Unless otherwise agreed in writing, the prices agreed upon are fixed net prices; accordingly, they are not subject to adjustment to account for changes in costs (including but not limited to labor and material costs, exchange-rate fluctuations or other price factors) and represent the overall compensation provided for any and all of the SUPPLIER’s agreed SERVICES.

11.2. Payment is conditioned on the receipt of a reviewable invoice in proper form. Invoice is to be issued on an electriv platform. Invoice can be issued after receipt of the goods, services, or other performance.

11.3. Payment shall be made by bank transfer, 60 days from the end of the month in which the invoice is received . Where early delivery is accepted, the date on which payment is due is calculated with respect to the originally scheduled delivery date.

11.4. In the event of improper delivery, the CUSTOMER is entitled to withhold payment proportionate to value until proper performance is effected.

11.5. Without the CUSTOMER's prior written consent, which shall not be unreasonably withheld, the SUPPLIER is not entitled to assign its claims against the CUSTOMER or to have these collected by third parties.

11.6. The SUPPLIER may set off against CUSTOMER’s claims or exercise a right of retention only if and to the extent that its claim is undisputed or its counter-claim has been legally effectively established.

11.7. unless otherwise agreed, ownership shall pass to the CUSTOMER when the goods arrive at the CUSTOMER’s premises.

12. Spare part

Unless otherwise agreed by the Parties SUPPLIER has to supply spare parts for 15 years after end of series production. Price of spare part is to be defined in a separate agreement when it becomes relevant.

13. Drawings, documents and Tools of CUSTOMER

All drawings, samples and calculations supplied to carry out orders shall remain the property of the CUSTOMER. These must be kept confidential, may not be duplicated or used for any other purpose and should be returned immediately upon request.

Any tool or equipment (further: TOOL) handed over by CUSTOMER to SUPPLIER will remain the property of CUSTOMER. SUPPLIER is responsible for ensuring that the condition of the equipment does not deteriorate beyond normal use and remains usable. Normal maintenance costs are borne by SUPPLIER. As long as the TOOL is used by/stored by SUPPLIER, the SUPPLIER must insure it with a recognised insurance company. The TOOL is to be used exclusively for the fulfillment of CUSTOMER's demands, and may not be used for other purposes or in the favour of any other customer.

14. Delivery, Packaging, Taxes

14.1. Unless otherwise agreed, delivery to the address specified by the CUSTOMER, including packaging, insurance and customs duties, shall be made on DDP parity (DDP Incoterms 2020), where the SUPPLIER shall bear all costs and risks until delivery of the Goods to the CUSTOMER.

14.2. A delivery note must be issued for each delivery, including the order/call number, date of order/call, item number and description, quantity, weight (gross/kilo), supplier number and SUPPLIER's address.

14.3. Unless otherwise agreed, the SUPPLIER is responsible for the import and export procedures and shall obtain the documents and information necessary for transport and customs clearance and shall arrange for the payment of customs duties. In addition, the SUPPLIER shall provide the CUSTOMER with all the information listed below, which information the SUPPLIER shall include in quotations, call-offs and order acknowledgements, as well as on its invoices:

a. information requested for the CBAM register in accordance with Regulation (EU) 2023/956;
b. the export control classification number according to Annex AL of the Foreign Trade Regulation or a similar item in the current export control classification lists;
c. the commodity code (HS code) of the products; and
d. contact person within the company who will provide clarification in case of any queries from the SUPPLIER.

14.4. At the CUSTOMER's request, the SUPPLIER shall provide the CUSTOMER with all other foreign trade information concerning the Goods and their components in writing and shall notify the CUSTOMER in writing of any changes to the above information without delay, prior to delivery of the Products concerned.

14.5. All consignments of raw materials must be accompanied by a certificate of inspection for the materials in accordance with the following.

Type of delivered product	Requirement
Raw steel (coil or sheet)	Material Certificate (EN 10201 3.1)
Component / Part	Measurement report / COC
Coated product	Measurement report
Chemicals	Safety Data Sheet (SDS) + Technical Data Sheet in Hungarian
Lifting equipment suspensions and ropes	Certificate

14.6. To ensure that deadlines are met, the SUPPLIER shall, at the CUSTOMER's request, maintain a permanent buffer stock of at least the average monthly requirement of the CUSTOMER. The monthly requirement shall be calculated either on the basis of the relevant scheduling agreement or on the basis of the CUSTOMER's previous orders.

15. Communication, exchange of information

15.1. In the interest of swift and smooth communication and cooperation, the PARTIES will provide contact details and promptly communicate any changes thereto.

15.2. The PARTIES' contacts will compare notes on any information of relevance to contractual obligations, the SERVICES and cooperation on a regular basis. This is especially true with regard to:

- a change in the SUPPLIER's business activities of relevance to the PARTIES' cooperation, including but not limited to changes in the SUPPLIER's financial situation;
- changes to the SUPPLIER's business organization or ownership;
- any change to the SUPPLIER's manufacturing locations.

16. Force majeure

Force majeure, labor disputes, civil disorder, governmental actions, and other unforeseeable and unavoidable events of major significance release the contracting parties from their performance obligations for the duration of the disturbance to the extent of the impact thereof. The same applies if these events take place when performance by the contracting party affected is already overdue. The contracting parties are required to provide the information within a reasonable period and without undue delay and to adjust their mutual obligations to the altered circumstances in accordance with the principle of good faith dealing.

17. Confidentiality

17.1. The contracting parties agree to treat as business secrets all commercial and technical information of which they become aware by reason of their business relationships unless such information is common knowledge.

17.2. Drawings, models, equipment, jigs and templates, sample parts, or similar property may not be provided or otherwise made available to unauthorized third parties. The reproduction of such property is permissible only within the limits of business requirements and copyright law.

17.3. Analogous obligations must be imposed on sub-suppliers.

17.4. The SUPLLIER may only use the business relationship for advertising purposes with prior written consent of CUSTOMER

17.5. No correspondence is permitted between the SUPPLIER and the CUSTOMER's customers in relation to any goods or services ordered by the CUSTOMER from the SUPPLIER without the CUSTOMER's prior written consent.

17.6. The PARTIES are obliged to observe the provisions of the NDA (Non -disclosure agreement) signed.

18. Intellectual Property

18.1. All intellectual property rights (including but not limited to patents, utility models, designs, trademarks, copyrights, and know-how) related to SERVICES, products, drawings, designs, software, or other creations developed by the SUPPLIER specifically for CUSTOMER or based on CUSTOMER's specifications or input, shall exclusively belong to CUSTOMER upon their creation or completion, unless otherwise agreed in writing. The SUPPLIER hereby assigns all such rights to CUSTOMER.

18.2. The SUPPLIER warrants that the SERVICES and Goods delivered, and their provision and use by CUSTOMER or its customers, do not infringe any third-party intellectual property rights. The SUPPLIER shall fully indemnify and hold harmless CUSTOMER and its customers from and against any and all claims, demands, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with any actual or alleged infringement of third-party intellectual property rights.

18.3. All drawings, samples, calculations, models, jigs, templates, sample parts, or similar property supplied by CUSTOMER to carry out orders shall remain CUSTOMER’s property. They must be kept confidential, may not be duplicated or used for any other purpose and should be returned immediately upon CUSTOMER's request.

18.4. The SUPPLIER shall notify CUSTOMER without undue delay of any actual or alleged infringement of intellectual property rights related to the SERVICES or Goods of which it becomes aware.

19. Compliance, duties of care, ESG

19.1. The SUPPLIER is obliged to

19.1.1. To observe and comply with the principles set forth in the CUSTOMER’s Code of Conduct, in particular with respect to human rights, employees’ rights, environmental and climate protection, anti-corruption and ethical business practices. The Code is available at https://hajduautort.hu/letoltesek.

19.1.2. To ensure that its operations and business practices are in compliance with the Hungarian ESG legislation and with the sustainability-related rules and principles established by the CUSTOMER, as set out in the CUSTOMERustomer’s Code of Conduct.

19.1.3. To ensure that its contractual partners, subcontractors and suppliers likewise comply with the above ESG and compliance requirements, and to be able to provide documented evidence of such compliance.

19.1.4. At the CUSTOMER’s request, the SUPPLIER shall provide duly documented information, in an appropriate form and at appropriate intervals, on the identification and management of sustainability risks, any ESG breaches identified, and the preventive and corrective actions implemented in response thereto.

19.1.5. The SUPPLIER shall comply with the sanctions regimes of the United Nations, the European Union and Hungary, irrespective of whether such regimes are directly applicable to it or not.

19.2. The SUPPLIER undertakes to procure by suitable measures that

19.2.1. the duties set forth in section 19.1 are discharged and such compliance is monitored on a continuous basis.

19.2.2. compliance with the duties set forth in section 19.1 is demonstrated on a regular basis as part of CUSTOMER CSR tool and the information provided is kept up to date at all times.

19.2.3. The SUPPLIER shall ensure that its employees responsible for procurement, supplier relations and CSR receive regular training on sustainability, environmental and social matters, as well as on the application of the relevant legislation (e.g. REACH).

19.2.4. The risk of breach of the obligations set out in Section 19.1 shall be minimized. For this purpose, the SUPPLIER shall operate a risk management system for the identification and management of ESG risks. The SUPPLIER shall notify the CUSTOMER in writing, without undue delay, of any risks identified and any violations that occur.

19.2.5. The SUPPLIER shall immediately take all necessary remedial measures in the event that a breach of the obligations set out in Section 19.1 is established. Such measures shall be appropriate to eliminate the violations, effectively remedy their consequences, and prevent the future occurrence of similar violations. The SUPPLIER shall notify the CUSTOMER in writing without delay of any violations identified, as well as of the planned and implemented remedial measures.

19.2.6. The SUPPLIER shall, if required or upon the CUSTOMER's request, cooperate in the performance of on-site audits aimed at assessing environmental and social compliance.

19.2.7. The SUPPLIER shall operate its own appropriate whistleblowing system for reporting breaches of the obligations set out in Section 19.1, and shall provide clear and understandable information on how the system can be accessed and used, and for what purpose it has been established.

19.2.8. The SUPPLIER shall integrate environmental and social sustainability clauses into its contracts with subcontractors and suppliers.

19.2.9. The CUSTOMER shall receive, on an annual basis and at any time upon request, a written report evidencing compliance with the obligations set out in this Section 19, with particular regard to the risks identified, any potential or actual breaches of the provisions of Section 19.1, and the measures taken in connection therewith and their effectiveness.

19.2.10. The SUPPLIER shall ensure that its subcontractors, suppliers and other contractual partners undertake, by contract, to comply with the provisions set out in Section 19.1 and to fulfil the obligations defined in this Section 19.2.

19.2.11. The SUPPLIER shall demonstrate openness towards the principle of supplier diversity and, where possible, include in its supplier base partners that are small businesses or are owned by women or minorities.

19.3. The SUPPLIER shall independently comply with the obligations set forth in this Section 19. If and to the extent that the CUSTOMER defines any requirements for the SUPPLIER in connection with the performance of the obligations under Section 19, the SUPPLIER shall comply with such requirements at its own cost.

19.4. In the event that the SUPPLIER culpably breaches its obligations set out in this Section 19, or there is a well-founded suspicion that such a breach has occurred and the SUPPLIER fails to adequately dispel such suspicion, all costs and expenses of the audits shall be borne by the SUPPLIER.

If the SUPPLIER does not fulfil its obligations in relation to a breach of environmental or social responsibility within 90 days from the date on which the CUSTOMER becomes aware of such breach, the CUSTOMER and the SUPPLIER shall jointly develop and implement an action plan to eliminate or mitigate the breach. If the implementation of the action plan fails to remedy the breach, the CUSTOMER shall suspend the relationship with the SUPPLIER for 30 days.

20. Termination of Supplier Contract and Agreements

20.1. Term of SUPPLIER CONTRACT: Each binding SUPPLIER CONTRACT, established by CUSTOMER's ORDER and SUPPLIER's acceptance thereof, whether concluded directly or issued within the framework of a Project Agreement or a Framework Agreement (as per Clause 3.2 and/or 4.2), shall remain in effect until the complete performance of all obligations thereunder, unless terminated earlier in accordance with the provisions of this Section 20.

20.2. Ordinary Termination of SUPPLIER CONTRACTS: CUSTOMER shall have the right to terminate any binding SUPPLIER CONTRACTS for a specific ORDER by providing six (6) months' prior written notice to the SUPPLIER. SUPPLIER may only terminate a SUPPLIER CONTRACT for a specific ORDER as provided by law for contracts of indefinite duration or specific types of services, or as agreed in the specific ORDER or a separate framework agreement.

20.3. Extraordinary Termination: Either Party may terminate a SUPPLIER CONTRACT for a specific ORDER, the entire business relationship, any Project Agreement, and/or any Framework Agreement with immediate effect for cause by written notice if:

a) the other Party commits a material breach of any of its obligations under that specific SUPPLIER CONTRACT, Project Agreement, or Framework Agreement, and such breach is not remedied within thirty (30) calendar days after receiving written notice specifying the breach;
b) the other Party becomes subject to any bankruptcy, insolvency, liquidation, dissolution, or similar proceedings, or makes an assignment for the benefit of creditors, or if a receiver or trustee is appointed for the other Party's assets;
c) a change of control of the SUPPLIER occurs which significantly affects the business relationship or CUSTOMER’s legitimate interests, provided CUSTOMER has not consented to such change.

20.4. Termination of the Business Relationship, Project Agreements, or Framework Agreements (Overarching): Such termination shall not affect SUPPLIER CONTRACTS already concluded under the relevant Project Agreement or Framework Agreement but not yet performed, which shall remain in force until performance or termination in accordance with Clause 20.1.

20.5. Joint Termination: The PARTIES may jointly agree in writing to terminate a SUPPLIER CONTRACT (for an individual ORDER), a Project Agreement, or a Framework Agreement at any time. The terms of such joint termination, including any compensation or reimbursement, shall be agreed upon in writing by the PARTIES.

20.6. Effects of Termination: Upon termination of a SUPPLIER CONTRACT (for an individual ORDER), a Project Agreement, or a Framework Agreement for any reason the following shall apply:

a) In case of Extraordinary Termination all outstanding undisputed payments related to the performed part of that specific ORDER or the period covered by the terminated agreement shall become immediately due and payable.
b) The SUPPLIER shall, at CUSTOMER's expense, return all CUSTOMER property specific to that ORDER or agreement, including but not limited to TOOLS, drawings, specifications, and confidential information.
c) The SUPPLIER shall provide reasonable cooperation to CUSTOMER to ensure a smooth transition of services or supply related to the terminated ORDER or agreement to an alternative supplier.

d) Any provisions of these CONTRACTUAL TERMS that by their nature are intended to survive termination (e.g., Confidentiality, Intellectual Property, Warranty, Liability, Governing Law, Dispute Resolution) shall remain in full force and effect with respect to the terminated ORDER, agreement, and the general business relationship.

21. Final provisions

21.1. In the event that a provision of the GENERAL PURCHASING CONDITIONS is or becomes ineffective, contains loopholes or is contradictory or ambiguous, the remaining provisions of the GENERAL PURCHASING CONDITIONS are not affected. The PARTIES are obliged to replace the ineffective provision with such admissible provision as may best approximate the economic outcome of the ineffective provision.

21.2. There are no oral agreements. To be effective, changes or amendments to the GENERAL PURCHASING CONDITIONS must be made in writing. Any amendment to this written-form requirement shall itself be made in writing.

21.3. The name and business relationship with CUSTOMER can be used for marketing/PR purposes only with the written approval of CUSTOMER.

21.4. The law of Hungary shall govern all claims and disputes arising out of or in connection with these GTC and the individual contracts concluded on the basis of these GTC.

Téglás, 16.07.2025

Dedéné Novotni Anna
Vice President of Board

SUPPLIER: ……………………………………………….……..
Address: ……………………………………………….……….
Tax number: ………………………………………………….
Represented by: ……………………………………………….

The SUPPLIER declares that it has reviewed the contents of these General Terms and Conditions, fully accepts all provisions contained therein, and considers them binding upon itself.

Date:

Signature