

GENERAL TERMS AND CONDITIONS

HIDROFILT Water Treatment Ltd.

Effective: September 1, 2022

1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions ("GTC") apply to HIDROFILT Water Treatment Ltd. (company registration number: 20-09-060093; registered office: 8800 Nagykanizsa, Magyar utca 191.; hereinafter: the "Seller" or "Party") and any agreement between the Seller and any buyer (the "Buyer" or "Party") regarding the sale of any Product, Software and/or Service in Hungary (the "Agreement"). Any sale by the Seller is expressly conditioned on the Buyer's full acceptance of these terms and conditions and waiver of the Buyer's general terms and conditions of purchase, which statement shall be deemed to have been made in the case of any order placed with the Seller.
- 1.2. Only these GTC apply. Different, conflicting or additional general terms and conditions of the Buyer will only become part of the Contract if and to the extent that the Seller has expressly consented to their application. This consent requirement applies in all cases, so even if the Seller fulfills the Buyer without reservation, despite the fact that the Seller is aware of the Buyer's general terms and conditions.
- 1.3. By establishing a contractual relationship with the Seller, the Buyer declares and guarantees to the Seller that he is a business customer acting in the scope of his economic activity, and that he is not considered a consumer under Hungarian law with regard to sales by the Seller.

2. DEFINITIONS

- 2.1. "Anti-Corruption Law" means any applicable law that prohibits the giving of any gift, payment or other benefit to any person, or any officer, employee, agent or consultant of any person, including, but not limited to, the French "Sapin II" Act, the U.S. Foreign the Corrupt Practices Act and the UK Bribery Act or any legislation that prohibits money laundering, tax evasion or the facilitation thereof.
- 2.2. "Confidential information" within the scope of the Agreement is all information provided to each other by the Parties in any form, (i) which has been marked as confidential; or (ii) which is of a nature that would be treated as confidential by a person acting in an ordinarily reasonable manner under similar circumstances. The work created as a result of the Services provided under these terms and the information (a) that is already known by the other Party at the time of publication are not classified as Confidential Information; (b) that are independently developed without using the other Party's Confidential Information; (c) which the receiving party received from a third party who is not bound by a confidentiality obligation towards the owner of the information; or (d) was made public through no fault of the receiving party.
- 2.3. "Intellectual Property" patent, utility model, right to invention, copyright-adjacent and other related rights, trademarks and service marks, business names, domain names, packaging ("get-up") and trade dress ("trade dress ") rights, goodwill, right of action in respect of abuse and unfair competition, design rights, database rights, the right to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, regardless of whether whether registered or not, including all applications and the right to make and obtain applications and the right to renew, extend or enforce such and all similar or equivalent rights or forms of protection now or hereafter existing in any part of the world.
- 2.4. "Products" means any equipment, parts, hardware, software, goods, accessories and other goods provided by the Seller under the Contract.
- 2.5. "Services" design, testing, evaluation, delivery, landing or fixed-term engineering services, installation, commissioning, start-up, configuration, repair and maintenance activities, any

development of applications, customization, implementation, training, training and any services in which the Parties agreed upon in the orders under these conditions, which the Seller must provide in connection with the sale of the Products in accordance with the Contract, or any other activity that the Seller has accepted.

- 2.6. "Software" means any form of digital product and content, computer software, application and firmware , except for source code, which for the purposes of these GTC means computer software application and firmware in a human-readable language that is necessary for their understanding, maintenance, modification, repair or improvement.
- 2.7. "Third Party Product" means products and software sold by third parties. If the Third Party Product is provided by the Seller based on the Contract, despite the different provisions, such service is provided only on a "pass-through" basis and is subject to the terms and conditions of the third-party seller, including in particular, but not limited to, warranty, license, compensation, limitation of liability, prices and their modifications. Regarding the Third Party Product, the pricing depends on the price change of the third party seller between the date of ordering the Third Party Product and the date of the invoice issued by the Seller for the Third Party Product.

3. PURPOSE AND SCOPE OF THE OFFER

- 3.1. If the Seller does not make an express offer to the Buyer, the Seller's prices set in its price lists effective on the day the order is placed shall apply.
- 3.2. If the Seller has made an offer, the prices and conditions according to the offer apply only to the Products, Services and Software specified in the offer and are valid for one (1) month from the date of the offer, unless the offer contains an express clause to the contrary.

4. CHANGES

- 4.1. Either party may request changes that affect the scope, duration, delivery schedule or price of an order, including changes to the Products or Services to be delivered. If either party requests such a change, the Parties will negotiate in good faith for a reasonable and fair modification of the order, including, if necessary, the price and deadline. modification and, where applicable, modification of the payment schedule and milestones. If the Seller fails to achieve certain milestones - for any reason - the Seller is entitled to submit an interim invoice in proportion to the completion of such milestone. The invoice issued in this way is paid in accordance with Chapter 7. The Parties are not bound by the change requested by the other until the modification of the order is accepted in writing by both Parties in the form of a modification instruction. The pricing of the modifications is based on the Seller's current prices.
- 4.2. If for a reason within the scope of the Buyer's interests (e.g.: inadequate work space insurance, other obstacles), force majeure or other reasons not solely due to the Seller's fault, the performance (part) is not completed by the specific (partial) deadline specified in the order, offer or separate agreement, the Seller is entitled to submit an interim invoice in proportion to the completion of such milestone. The invoice issued in this way is paid in accordance with Chapter 7.
- 4.3. The Seller reserves the right to change the Products in its catalogs, records and brochures at any time in any way, including their specifications.

5. FULFILLMENT

- 5.1. In the absence of a different provision in the Seller's offer or other individual agreement, performance is deemed to have taken place if the Products are available at the Seller's facility/warehouse (effective on the day of the order Incoterm FCA, ICC).
- 5.2. If the Buyer does not take possession of the Products on the scheduled delivery date, the Seller may request the Buyer to deliver the Products in writing within 8 days. If the Buyer has not delivered the Products even after the 8 days specified in the notice, the Seller may withdraw from the contract with immediate effect without prejudice to the Seller's right to compensation. If the Seller does not

exercise this right, the Buyer is obliged to pay the handling and storage costs of the Products before taking possession.

- 5.3. If the Buyer does not notify the Seller of any material defect in the Products within a reasonable time after delivery, but no later than thirty (30) calendar days, or if the Products, Software or Services are used in the Buyer's production environment or within the scope of its intended business activities, the Products, Software or the Services shall be deemed accepted without prejudice to the warranty provisions of these terms.
- 5.4. If the Parties have not agreed on other handover conditions at the Buyer's expense in the order, the Seller's standard inspection procedures - including the factory acceptance test and, where applicable, the site acceptance test - shall apply to the Products, Software and Services. If the Customer's representative is unable to participate in the tests after reasonable notice, the Customer shall be deemed to have waived the right to participate in the tests. If the Products, Software or Services have been approved by the Buyer, or the approval is deemed to have been given under the terms of the Contract or the applicable order, the Seller is entitled to refer to the approval at all subsequent stages of performance under these terms.

6. DELAY IN PERFORMANCE

- 6.1. The performance deadline is only informative, unless the Seller accepts the deadlines as expressly binding deadlines.
- 6.2. The deadline for completion begins on the last day of the following: (i) unconditional acceptance by the Seller of the order containing these GTC as an inseparable annex; (ii) making the Seller aware of information whose provision is the responsibility of the Buyer, provided that the fulfillment of the order depends on the provision of the given information; or (iii) receipt of the agreed advance. The Parties state that the fulfillment of the given order depends on all the information that is not included in the offer sent by the Seller or in the separate agreement of the parties, differs from it, and was not provided to the Seller with proof by the Buyer during the offer period.
- 6.3. In the absence of payment in installments specified in the Seller's offer or other express agreement to the contrary, the Buyer is obliged to pay thirty (30) % of the order amount as an advance to the Seller against the advance requester by bank transfer when ordering the Performance.
- 6.4. The Parties state that a separate agreement of the parties, signed by both parties as a company, may supersede the provisions of these General Terms and Conditions.
- 6.5. If there is no specific deadline for this in the Contract, if the conditions for the entry into force of the Contract are not met within six (6) months from the date of its conclusion, the Contract will be terminated, and the Seller and the Buyer hereby waive all related claims for compensation.
- 6.6. In the event of late performance, if a binding deadline has been accepted, unless otherwise provided, the Seller shall pay a late penalty equal to two-tenths (0.2)% of the net price of the Products affected by the delay for each full week of delay after a grace period of one week, by that the amount of the late payment penalty may in no case exceed two (2) % of the net price of the Products affected by the delay. Without the prior written consent of the Seller, the Buyer is not entitled to set off the fines to be paid by the Seller in the sums to be paid by the Buyer. The late payment penalty according to this clause is the only and exclusive claim that the Buyer can enforce in case of delay, and the Seller is only obliged to pay the late payment penalty if the delay occurred for a reason solely attributable to the Seller.
- 6.7. additional costs related to travel and delivery .
- 6.8. Goods and/or software and/or services ("Goods") to be delivered and/or provided in accordance with these GTC, or part of them, are produced, performed, delivered to, and/or come from an area that is already affected, or may be affected in the future by the Covid-19 pandemic (including its variants) and/or by the lack, interruption or delay in the supply or procurement of raw materials, energy and/or parts ("Circumstances"). These Conditions, even if known at the time this contract was made or signed, may cause a stoppage, obstruction or delay in the ability to manufacture,

deliver, fulfill and/or procure the Goods. Accordingly, notwithstanding any other provision of the contract:

- a) The delivery schedule, delivery schedule and/or lead time are to be considered indicative and are provided for informational purposes only. The Seller will inform the Buyer in the event of a change.
- b) Based on the Conditions, the delay is considered a justified delay. The Seller shall not be liable for any claims, expenses or losses resulting from such delay, including in particular, but not limited to interest on late payment, penalties or other damages. In addition, such the right of termination or withdrawal based on breach of contract is not opened based on delay.
- c) If the Conditions would make the performance of the contract by the Seller more burdensome and/or difficult (including an increase in the costs of performance), the parties are obliged to participate in a personal meeting in order to modify the terms of the contract or order, including the pricing and the performance schedule.

If the parties are unable to agree on the amendments within 30 days of the Seller's request for a meeting, the Seller is entitled to terminate or withdraw from the relevant contract or order without any liability. In this case, the Seller must be paid for the Goods already delivered or completed.

7. PRICES-PAYMENT-TAXES

- 7.1. The prices do not include taxes, so they do not include taxes to be paid either in Hungary or at the place of delivery of the Products.
- 7.2. The Buyer is responsible for the payment of all commercial tariffs (or changes thereof) for any Products supplied under the Contract after the date of the Contract (if applicable, in addition to the prices or by adjusting the list price of the Products). A trade tariff is any duty, tax or levy imposed on imports or exports to or from the territory of the EU, the European Economic Area and Switzerland or any country that has a free trade agreement with the EU. This applies to all Products and all raw materials or components used by the Seller to manufacture the Products or to manufacture other products in which the Products are incorporated or with which the Products are used commercially.
- 7.3. If the Buyer is required by law to withhold any tax with respect to amounts paid or payable to the Seller under the Contract, (i) the amount paid or payable must be increased to the extent necessary for the Seller to receive the net amount that the would receive in the absence of restraint; (ii) the Buyer is obliged to send the proof of withholding required by law to the Seller.
- 7.4. The Seller is entitled to modify the prices applicable to the Contract as follows:
 - a) by notifying the Buyer in writing with a deadline of one (1) week in the following cases:
 - i. currency exchange rates valid on the day of the Agreement ;
 - ii. if the Hungarian forint (HUF) has been indicated as the payment type of the settlement of the parties, then in the event of a negative exchange rate change of the euro (EUR) or the American dollar (USD) in relation to the Hungarian forint on the date of the Agreement, the rate of the exchange rate change shall apply;
 - iii. increases in the cost of raw materials, transportation or labor;
 - iv. In the event of a change in the inflation value valid on the date of the Contract, or in the event of an increase in the values recorded in the industrial producer price index determined by the Central Statistical Office (KSH) valid on the date of the Contract;
 - v. any change in legislation or technical standards;
 - vi. any change related to the UK (or part of it) ceasing to be a member of the EU, regardless of whether the change occurs before, at the same time as, or after the UK's membership of the EU ceases or, in the case of a transition period, the transition period ends; obsession
 - vii. in the event of any other event beyond its control that affects the Seller's ability to perform or the performance fees; obsession

- b) in any other case, with two (2) months' written notice to the Buyer.
- 7.5. 7.4. the new prices according to point 2 shall enter into force after the expiry of the notice period specified above, or if a later date is specified in the notice, they shall enter into force at the specified later date.
- 7.6. In the absence of a different provision in the Contract, the Seller is entitled to issue the invoice (regardless of whether a certificate of completion has been issued) at the latest by the date of delivery or acceptance of the Products and/or Services (whichever occurs later), which the Buyer calculates from the date of issue must pay within thirty (30) days in Hungary without charging any costs. The Seller is entitled to issue and send the invoice by post or electronically in PDF or XML format. The Seller can create an EDI (Electronic Data Interchange) payment process. In case of a non-standard/established request of the Customer, the Customer shall bear all development costs. A non-standard/non-usual demand may in no case exempt the Buyer from the payment obligations specified in these GTC .
- 7.7. In case of late payment:
- a) The Customer is obliged to pay arrears interest at the rate of 2% per month on the overdue amount, provided that the overdue interest cannot be less than three times the overdue interest according to the legislation (3), and
 - b) The Customer is obliged to pay a fixed debt collection fee of forty (40) euros for each invoice in accordance with the applicable mandatory legal provisions.
- However, if the debt collection costs incurred on the Seller's side exceed the provisions of this 7.7. the amount according to point, the Seller reserves the right to demand additional compensation from the Buyer.
- 7.8. If the Customer fails to pay any installment on the due date, all of his debts become due (expired) and payable in one sum. Furthermore, the Seller reserves the right to suspend the performance of its obligations until the Buyer pays the full amount owed.
- 7.9. A delay in payment exceeding thirty (30) days is considered a breach of contract by the Customer. In addition to the rights guaranteed by law, the Seller is entitled to terminate the Contract with immediate effect based on a reason attributable to the Buyer and at the Buyer's expense, if the Buyer does not fulfill its payment obligation within eight (8) days after receiving the Seller's written notice sent by registered mail. According to the seller's choice - in addition to the enforcement of his payment claim as stipulated in other laws - he can freely assign his claim / demands to a third party or take out payment insurance for his undisputed payment claims.
- 7.10. The above provisions in no way limit/exclude the Seller's right to compensation.

8. TITLE RETENTION AND DAMAGES TRANSFER

- 8.1. In the absence of a different provision in the order, the Seller reserves the right of ownership until the full purchase price is paid by the Buyer. Software ownership remains with the Seller at all times.
- 8.2. If the Products are converted or installed, the Seller has a lien on the converted Products and the products in which the Products were installed until the purchase price is paid in full. The Buyer undertakes to reserve title to third parties to whom the Products may be sold in their original state, modified or incorporated into other products.
- 8.3. If the Products are returned, all advances paid in favor of the Seller under this Chapter 8 belong to the Seller under the legal title of compensation, which in no way limits/excludes the Seller's right to compensation.
- 8.4. The Seller's rights contained in Chapter 8 shall survive the termination or termination of the Agreement for any reason.
- 8.5. After completion, in accordance with the provisions of the applicable Incoterm , the Buyer bears all risks related to the possession, custody and/or use of the Products, and from this date the Buyer is responsible for all damages caused by the Products.

9. MARKING AND PACKAGING

- 9.1. The proof of conformity will be made available in the form of technical documents at the request of the Buyer and to the extent specified in the offer.
- 9.2. The Seller guarantees that it complies with the basic requirements of Hungarian and EU legislation, as well as the standards applicable to the Products.
- 9.3. The prices specified in the offer include standard packaging according to the Seller's usual practice. If the Buyer wishes to use a different type of packaging from the one normally used by the Seller, a separate packaging fee will be charged. The Seller will not take back the packaging under any circumstances.

10. SHIPPING - CUSTOMS - EXPORT CONTROL

- 10.1. In the absence of other conditions expressly accepted by the Seller, the Products are sold in accordance with the FCA (Chapter 5). Accordingly, the Buyer is responsible for the delivery and insurance of the Products, if this arises.
- 10.2. The Buyer acknowledges and accepts that the delivery, transfer and/or use of the Products, Software, Services, information, other performance and/or embedded technologies (hereinafter referred to as "Goods") under this Agreement must fully comply with the applicable US, EU or other national and international export control laws and/or regulations.
- 10.3. In the absence of obtaining appropriate export permits from the competent authorities and the approval of the Seller, the Goods may not be exported (i) to any destination and party (including private individuals, groups and/or legal entities) prohibited by applicable export control laws and/or regulations and/or re-export, or (ii) use for purposes and areas prohibited by applicable export control laws and/or regulations. The Buyer undertakes that the Goods will not be used, directly or indirectly, in missile systems or unmanned aerial vehicles, or in any means intended to deliver nuclear weapons, nor will they be used as part of the design, development, production or use of any weapon, including but not limited to but not limited to chemical, biological or nuclear weapons.
- 10.4. If any required or recommended license, permit or approval is not obtained, whether due to the failure of any authority or for any other reason, or if any required or recommended license, permit or approval is refused or revoked, or if the applicable export control legislation and/or regulations would prohibit the Seller from fulfilling any order, or if, in the Seller's judgment, the Seller would be exposed to any liability risk based on the applicable export control legislation and/or regulations, if the order were to be fulfilled, the Seller shall be released from all liability arising from the Contract from obligation.
- 10.5. The Seller does not assume any responsibility for any delay or other consequences that occur due to the change or implementation of these rules.
- 10.6. Either Party shall make and deliver to the other Party all documents that may be necessary for or to demonstrate compliance.
- 10.7. In the absence of the Buyer's express request to the contrary, the Parties can also maintain contact via the Internet and make documentation available to each other. The performance, reliability, availability or security of the Internet is not within the control of any Party. The Seller shall not be liable for any loss, damage, expense, malfunction or inconvenience arising from any loss, delay, interruption, error or alteration of any communication made over the Internet for any reason beyond its control.

11. ENVIRONMENTAL PROTECTION REGULATIONS

- 11.1. Waste removal and disposal. The Party in possession of the waste is responsible for the removal and disposal of the waste. Directive 2012/19/EU entered into force on August 13, 2012, Directive 2006/66/EC (September 6, 2006) and professional electrical and electronic equipment (hereinafter: "EEE") according to the implementing regulations the organizational and financial obligation associated with the extraction, removal and processing of waste is transferred to the direct Buyer,

who expressly accepts this. The direct Buyer assumes responsibility for the collection, extraction and removal, as well as processing and recycling of waste from the electrical and electronic equipment and the Products that are the subject of the sale. If the Buyer does not comply with this obligation, among other consequences, this may lead to the application of criminal sanctions according to the member states of the European Union.

12. BUYER'S OBLIGATIONS

- 12.1. Unless otherwise specified in the order, the Seller and its employees do not perform Services on devices operating at the Customer's premises.
- 12.2. If the Seller is required to provide Services at the Customer's locations, the Customer is responsible for obtaining all necessary permits, visas or other necessary official approvals. The Buyer is also responsible for ensuring safe working conditions and the safety of the Seller's personnel.
- 12.3. The Seller ensures that its employees, subcontractors and collaborators comply with the Buyer's health, occupational safety, safety and environmental regulations at the locations, if these have been made available to the Seller.
- 12.4. The Buyer's obligations must be set out in the applicable order. The Buyer undertakes to cooperate with the Seller during the implementation of the project specified in the order, including in particular, but not limited to, providing the Seller with facilities, timely access to information, data and the Buyer's personnel, as well as a safe working environment. The Buyer acknowledges and agrees that the Seller's performance depends on the effective timely performance of the Buyer's obligations and, if applicable, on the timely decision and approval of the Buyer.
- 12.5. The Buyer acknowledges and accepts that the Seller may use the data, materials and other information provided by the Buyer in the performance of its obligations under these GTC, and its performance may depend on them, and the Buyer acknowledges that the Seller is entitled to use such information in the performance of its obligations to trust its accuracy and completeness.

13. ANTI-CORRUPTION AND BRIBERY CLAUSE

- 13.1. The Buyer acknowledges that the Seller is committed to eliminating all risks of bribery and corruption, influence peddling, money laundering and tax evasion, or facilitating them, during its business activities. The Buyer is obliged to notify the Seller immediately of the violation of the anti-corruption legislation or the suspicion thereof.
- 13.2. None of the Customer's employees, beneficiaries, owners or any other person who participates in the performance of the Contract or benefits from it, or who has any other interest in the Customer, may:
 - a) civil servant, state or other official; obsession
 - b) an officer or employee of the Seller or any of its subsidiaries ;
 - c) a person convicted of fraud, bribery, corruption, influence peddling, money laundering or any other similar crime or subject to other administrative sanctions or fines. The Buyer shall immediately notify the Seller if the persons specified above are under investigation for these crimes.
- 13.3. The Buyer undertakes and guarantees for the Seller that it will not offer, pay, give or promise any money, gift, illegal advantage or anything of value to the Seller's employees, officials or representatives either alone or with any other person or indirectly or directly. , or does not approve or permit this.

14. INTELLECTUAL PROPERTY AND SOFTWARE LICENSE

- 14.1. The Seller may use an existing or other copyrighted work, any plan or document prepared by the Seller, including without limitation software, computer program, method, sample, flowchart, architectural plan, tool, specification, drawing, sketch, model, samples, registers and other documentation, as well as the Intellectual Property Right and anything derived from them,

developed or purchased by the Seller, the Seller's parent company or affiliates, or otherwise derived from them (hereinafter collectively: "Seller Information"). The Seller retains ownership of the Seller Information at all times.

- 14.2. The Seller or the relevant third-party owner always retains ownership of the Software, firmware and third-party software, regardless of the medium on which the original or its copy may be recorded or repaired. Without prejudice to the license(s) expressly granted pursuant to these terms and conditions, any right, title or interest in or relating to any Software, firmware , Vendor Information, copies thereof, or Intellectual Property Rights contained in the Products, Software, or created by the Services. interest is not transferred to the Buyer. The Buyer acknowledges that the price of the Services and Software set by the Seller in the Contract has been determined partly taking into account the fact that the Seller retains ownership of the Software and Services.
- 14.3. Subject to the full payment of the Software license fee specified in the order and the fulfillment of all obligations of the Customer Contract or order, the Seller grants the Customer a personal, non-transferable, non-exclusive limited license to the Software according to the order and the Seller Information contained in the Products, Software or Services Regular Customer for the appropriate use of its business purpose, as specified in the order, at the locations and systems for which the Seller has provided the Software license.
- 14.4. The Software, for which the Seller provides a license to the Buyer, may contain elements owned by third parties. The third party owner retains exclusive rights to its firmware and software. The use of the third-party element may be subject to the restrictions set out in the third-party end-user license agreement in addition to the restrictions set out in these terms and conditions. At the Buyer's request, the Seller provides the third-party end-user license agreement. Copyright and other proprietary notices of the Seller and third parties are contained in the Software, which the Buyer may not modify, delete or hide.
- 14.5. In the absence of prior written notice from the Seller, the Buyer may not (i) copy, modify, sublicense, lend, or transfer in any way the Software licensed under these terms, (ii) create a derivative work based on the Software licensed under these terms , (iii) you may not translate, disassemble, decompile , disassemble, reverse engineer, model, reverse engineer, imitate or perform any other operation on the licensed Software, except to the extent and to the extent that the Software is converted into any human-readable form reduction (whether by reverse engineering, decompilation or disassembly) is absolutely necessary for the purpose of integrating the operation of the Software with the operation of other software or systems used by the Buyer, unless the Seller is willing to do so for a reasonable commercial fee, or if the Seller, for the sake of integration, made the necessary information available to the Buyer at the appropriate time, which implementation or provision of information by the Seller the Buyer must request from the Seller (as well as pay the reasonable commercial fee requested by the Seller) before taking any similar step. The Customer is obliged to treat the licensed Software confidentially and use it In the absence of the Seller's prior written permission, it may not authorize third parties, only those employees who need to use the Software and who have undertaken to comply with the provisions of the Agreement.
- 14.6. Without affecting the above restrictions, but 14.2. regarding Third Party Products. and 14.4. subject to all the restrictions set forth in point 1, the Customer is entitled to make one (1) copy of the Software for security or archival purposes, and is entitled to make a reasonable number of limited copies of the instructions for use and documentation related to the Software for and within the scope of the authorized use. All proprietary rights, trademarks and copyrights and notices of limitation of rights must also be reproduced in the copies.
- 14.7. The Customer is obliged to keep complete and accurate records recording the location and use of the licensed Software in the Customer's possession. Within thirty (30) days of receiving the Seller's written request at the latest, the Buyer must provide the Seller with a signed certificate of compliance with the Software license conditions. The Seller is entitled to check the use of the Software by the Buyer. Inspections must be conducted during regular business hours at the Customer's facilities. If

during an inspection it is found that the license fees have not been paid, the Seller will invoice the Buyer for the fees to be paid based on the Seller's effective Software fees without any discount. After that, the Buyer is obliged to immediately pay the unpaid fee for the duration of the delay in an amount increased by one and a half percent (1.5%) monthly interest. The enforcement of the unpaid license fee does not affect the Seller's other rights and remedies in relation to the Buyer's violation of the license terms.

- 14.8. In the absence of a different provision in the relevant license agreement of the Seller, the Buyer may not transfer its license to use the Software and related documentation and written materials to a third party without the prior written permission of the Seller, which may not be unreasonably withheld. If the Seller allows the transfer, the Buyer must ensure that the recipient accepts the provisions of Chapter 14.
- 14.9. of use of the Software and databases and the duration of user rights are determined by the relevant licenses.
- 14.10. The Seller may at any time terminate the provision of any Product, Software or Service that it reasonably believes may infringe the rights of a third party. This does not constitute a breach of the Agreement by the Seller.
- 14.11. If the use of any part of the Services, Software or Products is illegal or prohibited, the Seller, at its own expense and at its option, either (i) obtains a royalty-free license for the Buyer to continue using the affected Software, Product or Service or (ii) replaces it with an identical in content, but to non-infringing devices or modifies them in such a way that they are no longer infringing, provided that such exchange or modification does not change the accessory warranty obligations of the Seller's Agreement, and the Seller is not exempted from them. In the event that the Seller is unable to do any of the above, the allegedly infringing device must be returned to the Seller, and the Seller's sole and exclusive responsibility is to reimburse the Buyer for the fees paid for the allegedly infringing device for use and damages. in an amount reduced by the rate of depreciation.
- 14.12. This Section 14 sets forth the full and exclusive liability and sole rights of the Parties with respect to any infringement or related claims.

15. WARRANTY

- 15.1. The Seller guarantees that
 - a) the Products manufactured and delivered by the Seller under its own brand name are free from defects in design, materials and workmanship when used as intended and in accordance with the Seller's instructions,
 - b) the services provided by the Seller's staff are provided by qualified persons with the care and expertise that can be reasonably expected of similarly qualified persons in the provision of similar services in accordance with the generally accepted standards recognized and applicable by the given industry; and
 - c) During the warranty period, the Software provided with the Products fulfills the basic functions specified here or otherwise applicable to the Products. The Seller does not guarantee that the operation of any Software will be uninterrupted or error-free.
- 15.2. In the event of a defect falling within the scope of the warranty specified in point (a) above for the Products, point (b) above for the Services, and point (c) above for the Software, the sole and exclusive obligation of the Seller is to re-perform the Services according to his choice , repairing or replacing the defective Product or a part of the defective Product, providing an update of the Software to correct the defect, or replacing the Software with the latest available version that includes the correction of the defect, or replacing the data medium and the Software stored on it. In addition, the Seller has no other obligation to provide or provide updates or modifications (especially repairs, replacements). Obligations related to the warranty only exist if the Buyer immediately notifies the Seller of the defect after the defect becomes reasonably perceptible to the Buyer.

- 15.3. The warranty does not cover (a) Third-Party Products, (b) services not provided by the Seller, (c) Products, Software and Services that have been repaired or modified by a third party other than the Seller, if this is a circumstance that adversely affects the Seller, (d) the Seller's compliance with the Buyer's plans for the Products, Software or Services, (e) negligence, accident or other damage not within the Seller's scope, or improper or inappropriate operation, maintenance or storage by the Seller, or intended use, for the Products, Software and Services affected by the service, or (f) to receive the Software from the device on which it was originally installed. The warranty does not include the costs of work, transport, removal, commissioning, temporary power supply, or any other costs that arise in connection with the repair or replacement and which the Buyer is obliged to reimburse.
- 15.4. The Seller assumes no responsibility for the performance, repair or warranty of the Third-Party Products, and the Buyer may only demand from the third-party seller, or assert any rights, remedies or support against the third-party seller, in relation to the Third-Party Products. If, based on an order, the Seller specifically acquires such a Third Party Product for the benefit of the Buyer, in that case only the warranty provided to the Seller by the third party seller for the Third Party Product shall exist to the extent that the Seller is entitled to assign or transfer this.
- 15.5. The Seller does not guarantee in any way that the Products will meet the objectives and/or performance specified by the Buyer, unless these objectives and/or performance have been expressly accepted by the Seller. All terms such as "warranty", "warranty", "warranty" or "guaranteed properties" appearing in the contract documents are to be understood as quality guarantees according to the mandatory legal provisions, they do not constitute additional guarantees of manufacturer or performance, even if the term "guarantee", "warranty" or terms with the same or similar meaning are mentioned.
- 15.6. The warranty as stated above applies only to those Products that are proven to be defective during the warranty period (as described above) ("Warranty Period"). If the Warranty Period of the product is not indicated in this catalog or in the offer or in the contract, the default period is twelve (12) months from the date of delivery, as defined in Chapter 5. However, if the completion time cannot be determined with certainty, the Warranty Period begins on the date of manufacture indicated on the Product and lasts for eighteen (18) months.
- 15.7. Repairing, changing or replacing the Product or any part of it during the Warranty Period will not result in an extension of the Warranty Period in any case, except for the defect that was repaired less than three (3) months before the end of the Warranty Period. In this case, the warranty for the repaired, modified or replaced Product will be extended by three (3) months from the date of delivery of the repaired, modified or replaced Product to the Buyer.
- 15.8. The Customer can only claim defective performance if it has fulfilled its statutory inspection obligations as well as its obligation to report the defect immediately after the defect has become detectable. If the defect becomes detectable during or after the inspection, the Seller must be notified in writing and all documents relating to the malfunction must be made available to the Seller without undue delay. The notification is deemed to have been made without undue delay if it takes place within two weeks of its detection. If the Buyer fails to properly examine the performance or report defects within the deadline, the Seller is not responsible for unreported defects. Based on the warranty provided in accordance with these terms and conditions, the Seller will remedy the reported defects as soon as possible, at his own expense, in the manner he deems appropriate. The replaced parts become the property of the Seller again and must be returned to the Seller at his first request.
- a) supposedly) defective Product to the Seller at its own expense within thirty (30) calendar days . After the inspection, if the defect is covered by the warranty, the Seller bears the costs of returning the replaced or repaired Products to the Buyer. If the Seller provides a replacement Product before carrying out the above procedure, this will be invoiced to the Buyer if (i) after inspection it is found that the defect is not covered by the warranty, or (ii)

if for any reason the Product deemed to be defective is will not be returned to the Seller within the thirty (30) calendar days specified above.

- b) Under no circumstances does the warranty cover your travel expenses, the costs of any on-site actions related to the defect or defective product, including the costs of disassembling or assembling the Product in its own environment.
- c) Based on its own decision, the Seller has the right to carry out the repairs at the place of installation of the Product, in which case the Seller will only bear the labor fee related to repair work or the replacement of the Product (and will not bear, among other things, the costs and expenses that arose in connection with the lost use or that the Products were not made available to the Seller for repair).
- d) The Buyer may not carry out or have a third party carry out the repair work, unless the Seller has expressly consented to this.

15.9. The warranty in accordance with these conditions is binding on the person of the Buyer and is for the benefit of the Buyer, and does not apply to any third party.

16. RESPONSIBILITY

16.1. The Contract and these GTC establish the full and exclusive responsibility and obligations of the Seller in lieu of and to the exclusion of rights and warranties based on any law or in any other way, including, but not limited to, merchantability and fitness for any purpose.

16.2. The Contract and the GTC do not affect the Seller's liability with regard to or based on the following:

- a) due to death or personal injury caused by its negligence or the negligence of its employees, contributors or subcontractors,
- b) fraud, deception,
- c) violation of an export rule, or
- d) if and as long as the exclusion or limitation of the Seller's liability would be unenforceable, ineffective or invalid based on the provisions of the applicable law.

16.3. 16.2. in addition to the provisions of point 1, the Seller shall not be held liable to the Buyer (either on the basis of compensation or anything else) (including breach of contract, damages, including, but not limited to, negligence or breach of legal obligation, deception, compensation or anything else) a) loss of profit, b) loss of business, c) loss of expectation, d) loss of use, e) loss of income; f) loss of expected savings; g) loss of the tender or bidding costs; h) loss of re-application and/or costs thereof i) loss or damage of data or information; j) loss of sales; k) losses resulting from increased operating costs; l) loss or expense related to third-party claims; m) loss of reputation; n) loss of goodwill or similar; or o) economic loss (direct or indirect) or any special, indirect, consequential damages, losses, costs, expenses or fees.

16.4. 16.2. subject to the provisions of point 1, the Seller 's full liability for damages resulting from the Contract and/or the GTC or arising in connection therewith is limited to the net contract price (regardless of whether it is based on this Chapter 16 or otherwise).

17. CONTRACT SUSPENSION AND TERMINATION

17.1. Either Party may suspend the performance of its obligations if the other Party has failed to fulfill its own obligations, including, but not limited to, if the Buyer has failed to fulfill its obligations to secure the location where the Seller is required to perform services or work, or if the Buyer is the He did not pay his sales invoice. In case of breach of contract by the Party, the other Party is not entitled under any circumstances to have third parties perform the obligations of the breaching Party.

17.2. If the Contract is suspended for a reason that is not solely attributable to the Seller, the Buyer shall reimburse the Seller for all reasonable costs and expenses incurred as a result of the suspension. Reimbursable costs include, but are not limited to, maintenance, storage, insurance and labor costs, financial expenses and bank fees charged for extending the validity of the Seller's and its

subcontractor's bank guarantee, as well as all other costs and expenses related to the extended performance time. If the performance of the Contract is interrupted (suspended) for more than ninety (90) days for any reason, the Seller is entitled to terminate the Contract, in which case the Seller is entitled to demand reimbursement of all the above-mentioned costs and expenses without limitation/exclusion of any other claims .

17.3. If the Buyer does not fulfill its payment obligations by the due date, or does not provide data, or if the Seller does not verify the Seller's performance in accordance with the provisions of the Contract, the Seller may terminate the Contract thirty (30) working days after notifying the Buyer in writing. If the Buyer does not take possession of the Products on the agreed delivery deadline, without prejudice to the Seller's other possible claims, 5.2. may terminate the Agreement as provided in point If the Seller does not exercise this right, the Buyer is obliged to take possession of the Products bear maintenance and storage fees. Either Party may terminate the Agreement if the other Party does not comply with any of its obligations and does not remedy this within thirty (30) days after a written notice with return receipt requested. The provisions on confidentiality, intellectual property and liability apply regardless of termination or termination, regardless of the reason for this.

17.4. The Seller may terminate the contract by notifying the Buyer in writing with immediate effect if the Buyer

- a) a liquidator, liquidator, guardian, asset manager or other similar person is appointed,
- b) has received a notification or a summons, the purpose of which is to appoint a liquidator, liquidator, guardian, asset manager or other similar person,
- c) decides to liquidate or initiates its own liquidation,
- d) its liquidation or compulsory deletion is ordered by a court,
- e) enters into any agreement with his creditors (except for restructuring that does not affect solvency),
- f) ceases its business activities, or
- g) takes any action or action or any action or action occurs in connection with any of the above events, of which the Buyer is obliged to notify the Seller immediately.

17.5. After termination or termination of the Agreement

- a) the provisions that expressly state so, or which do not expressly state so, but whose purpose is to remain applicable even after termination or termination, shall remain applicable even after the termination or termination of the Agreement, and
- b) All other rights and obligations will cease immediately without prejudice to rights, obligations, claims (including claims for damages related to breach of contract) or liability arising before the date of termination or termination.

17.6. Within ten (10) days following the termination or termination of the Agreement, both Parties shall

- a) return to the other Party all confidential information (including all copies and extracts) in its possession or under its control concerning the other Party, as well as all other assets (both tangible and intangible assets); and
- b) stop using the other Party's confidential information,

provided that each Party may retain any confidential information of the other Party that it is required to retain in order to comply with applicable law, or that is required to be retained for insurance, accounting or tax purposes. Chapter 14 continues to apply with respect to retained confidential information.

18. DATA PROTECTION

The Seller reserves the right to store and manage the Buyer's data for its own purposes in accordance with the applicable data protection legislation. The Buyer, its officers, employees, agents and representatives are obliged to keep all information and data related to the Seller and the Contract safe.

19. CONFIDENTIALITY

- 19.1. The Parties retain their ownership of the Confidential Information.
- 19.2. Both Parties undertake to (i) protect the other's Confidential Information in the same way as their own confidential materials, but at all times with at least the care that can reasonably be expected; (ii) uses the other's Confidential Information only in connection with orders.
- 19.3. Upon termination of the Agreement or the order, or at the written request of the transferring Party, whichever occurs first, the receiving Party shall, at the option of the transferring Party, return or destroy all Confidential Information of the transferring Party.
- 19.4. The Parties, with the exception of their employees, contractual partners or agents who need to know the Confidential Information for the purposes of the Agreement, may not make the Confidential Information available to third parties without the prior written consent of the other Party, unless this is permitted by law.
- 19.5. In the absence of a different provision in the order, the confidentiality obligation shall cease five (5) years after the termination of the relevant order or the Contract (whichever occurs first).

20. VIS MAJOR

- 20.1. With the exception of the Buyer's payment obligation, neither Party shall be liable for any delay caused by any circumstances beyond their reasonable control, or any event occurring or affecting the premises or business operations of the Seller or its subcontractors and/or suppliers, which may adversely affect the company's organization or business activity ("Force Majeure"), provided that the other Party is notified of this as soon as possible. Force Majeure in particular, but not limited to lockout, strike, disease, epidemic, pandemic, war, insurrection, riot, civil disobedience, act of terrorism or threat of terrorism, embargo, lightning, earthquake, fire, flood, storm or extreme weather, theft, willful damage, exclusion of strikers from the plant, industrial dispute (affecting the workforce of the Party and/or other persons), breakdown, stoppage or accident of plant or machinery, work accident, rejection of part during the production process, delay or interruption in the supply or procurement of raw materials, electricity or parts, or any other event beyond the control of the Seller, the Seller's subcontractors and/or suppliers, or any other event relating to or arising out of the UK's withdrawal from the EU .
- 20.2. Any Force Majeure event preventing performance entitles the Party prevented from fulfilling its obligations under the Contract to have the Products, Extend the performance period of the Software or Services by a period equal to the duration of the delay or by another period agreed in writing by the Parties.

21. MODIFICATIONS

Amendments to the Agreement are only valid in writing and only if they are signed by the Parties (or their authorized representatives).

22. AUTHORIZATION

The Buyer is not entitled to assign, transfer, encumber any of his rights arising from the Contract, put them into asset management for the benefit of anyone or dispose of them in any other way .

23. WAIVER OF RIGHTS

A delay or failure to exercise a right or remedy specified in or related to the Contract does not constitute a waiver of this or any other right or remedy, or an obstacle or limitation to their future exercise, and the single or partial exercise of the right or remedy does not prevent or limit any other right or further or future exercise of legal remedies. A waiver of any right, remedy, or the consequences of a breach of contract or delay is only valid in writing and only if it is signed by the waiving Party, and only with respect to the circumstances and purpose to which the waiver specifically applies, so the waiver does not constitute a waiver of any other right or remedy, about the consequences of breach of contract or delay.

24. DIVIDABILITY

If any provision of these GTC (including the exclusion of liability or the limitation of liability as defined in Chapter 16) is deemed illegal, invalid, void or unenforceable by any court or authority of the competent jurisdiction, then this provision shall be severed from the GTC and shall not affect the additional provisions of the GTC, which remain in effect unchanged.

25. PRESS RELEASES

Neither Party may publish a press release about the Seller's work without the consent of the other Party. Nevertheless, the Seller is entitled to present the Buyer as its customer, and may also use the Buyer's name and logo, as well as announce and publish the fact of the Contract. The Seller is entitled to describe the nature of the Services in general terms in the Seller's promotional materials, presentations, case studies, qualification statements and offers to current and future customers. The Seller is entitled to take photographs and video recordings of the Products and Services - even after the completion certificate has been issued - and to use them freely for marketing purposes and from the point of view of reference certificates.

26. PROHIBITION OF PARTNERSHIP OR AGENT RELATIONSHIP

- 26.1. The provisions of these T&C and any measures taken by the Parties in this regard do not create a partnership, joint venture, or employer-employee relationship between the Parties, and do not give any authority to any Party to, as a representative of or on behalf of the other Party or act on his behalf, or make commitments burdening the other Party, or suggest that he is entitled to them.
- 26.2. The Seller performs the Services as an independent contractor and not as an employee of the Buyer, and no member of the Seller's staff is entitled to receive compensation, benefits or other employment-related entitlements from the Buyer. The Seller is responsible for the payment of all taxes and other costs arising from the employment relationship between the Seller and its employees, the independent business relationship, and the services provided by such personnel to the Buyer.
- 26.3. Despite the provisions of these terms and conditions or the order, the Seller always maintains full control over the methods, data, persons used to perform the Services and any other means of fulfilling its obligations according to the order, and the Seller may at any time change the range of persons assigned to perform the Services in order to fulfill its obligations, or take other steps.

27. THIRD PARTY RIGHTS

The Parties do not want any of the provisions of these Terms and Conditions to be implemented by any third party other than the Parties to the Agreement.

28. RIGHTS AND REMEDIES

The rights and remedies of the Seller defined in these GTC supplement the rights and remedies provided by law and do not limit/exclude them.

29. APPLICABLE LAW, LEGAL DISPUTES

- 29.1. The Contract covered by these GTC is governed by the laws of Hungary to the exclusion of conflict of law laws and the 1980 Vienna Convention on the International Sale of Goods ("CISG").
- 29.2. The courts of Hungary shall have exclusive jurisdiction to resolve all disputes related to any offer of the Seller or any sales contract concluded by the Seller that have not been brought out of court.

TERMS APPLICABLE TO SYSTEMS OR SOLUTIONS

The above GTC will be supplemented or amended with the following provisions:

"System" or "Solution": any Product or Product Combination with or without Software that must be customized (adapted) in order to meet the Customer's requirements and/or that has been installed or

installed by the Seller and/or for which any activation or installation support service is provided Product or With regard to a set of products with or without software, if an individual test is required for consistency.

30. PURPOSE AND SCOPE OF THE OFFER

- 31.1. Bids are made based on the specifications provided by the Buyer, which must contain all the information necessary to determine the characteristics of the System/Solution, in particular the expected functions of the System/Solution, installation and environmental conditions, and the nature and conditions of the tests to be performed by the Buyer.
- 31.2. Unless otherwise specified, the Seller's offer binding period is one month from the date of the offer.
- 31.3. If the sale is not finalized, the studies and documents provided as part of the offer must be returned to the Seller no later than fifteen (15) calendar days from the expiration of the binding offer.
- 31.4. In case of complexity exceeding the general level, the part of the costs of the study and examination that the Buyer bears if the sale is not finalized must be specified in the offer.

32. TECHNICAL SUPPORT DURING INSTALLATION

- 32.1. In the absence of a different provision, the Seller's prices do not include the prices of either the assembly or commissioning of the System/Solution or the spare parts.
- 32.2. If the Seller's specialists provide services at the locations where the System/Solution is installed, it is the Buyer's responsibility to provide the energy supply, transportation, management or any other equipment, as well as any raw materials necessary for the performance of the service .
- 32.3. If the sold System/Solution is automation, during the entire duration of the configuration of the System/Solution, the Buyer is responsible for losses, damages and waste.
- 32.4. The Seller's obligation is to customize (adapt) the System/Solution, which is necessary for the proper functioning of the contractual functions, unless the customization (adaptation) is due to the absence, error or incorrectness of the information provided by the Buyer or the location or environment of the System/ Solution is necessary due to a change, in which case the Customer will be invoiced for the cost and fee of customization (adaptation) and the time spent.
- 32.5. If any of the on-site services of the Seller's specialists are hindered or delayed for reasons beyond the Seller's control, the travel and/or waiting time and other incurred costs will be invoiced to the Buyer.

33. EXAMINATIONS

- 33.1. The Tests must be carried out at the Seller's premises under the conditions specified in the order. Any other inspection, either at the Seller's premises or at the place where the System/Solution is installed, may be carried out with the prior written consent of the Seller, the costs of which shall be borne by the Buyer.

34. PAYMENT TERMS

- 34.1. In the absence of payment in installments specified in the contract or other express agreement to the contrary, the Buyer is obliged to pay thirty (30) % of the order amount as an advance to the Seller against the advance requester by bank transfer when ordering the System/Solution.