

1. Contract signing

- 1.1 Our orders are subject to the present general terms of purchase. The supplier's general terms of delivery only replace the present general terms of purchase if we expressly approved it.
Our general terms of purchase are also applicable, if we accept the supplier's performance without any reservations in the knowledge of supplier's terms that are contrary to or vary from our general terms of purchase.
- 1.2 We only undertake legal obligations - including the scope and the subject matter of delivery - by making a written order. The order does not bind us, if it is not confirmed by the supplier in writing - including the price and the delivery deadline- within 14 days of submitting our order.
- 1.3 The technical drawings / technical specifications enclosed to the orders have exclusive validity. The supplier is required to check these documents enclosed to the order at the time of each order or drawdown.
- 1.4 In case of standing orders, only our individual drawdowns qualify as binding orders.
- 1.5 Subordinate agreements, supplements and amendments are only binding upon us if we have confirmed them in writing. Any deviations from the requirement of writing under this subsection are also subject to the requirement of written form.
- 1.6 These general terms of purchase are also applicable to future deliveries.
- 1.7 Force majeure, strikes, natural disasters, riots or the measures of authorities, etc., as well as delivery troubles, lockouts and other operations malfunctions occurring in our suppliers' sphere of interest, which cause the restriction or cessation of our production, or prevent us from receiving the ordered goods, shall exempt us from our obligations under the order -to the extent of their duration and effects- provided that such disruptions cannot be prevented by making reasonable efforts.

2. Price

- The price provided in the order is a fixed price for the entire duration of the order.
3. Delivery and delivery deadline
- 3.1 Delivery shall conform -in particular in terms of implementation, scope and order schedule- to the approved samples and shall be made by meeting the relevant deadline. We are not obligated to accept partial or extra deliveries that have not been agreed to.
- 3.2 The risk of loss relevant to deliveries is borne by the supplier and deliveries -including the packaging- shall be made at the supplier's expense to the address provided in the order.
- 3.3 In the event of late delivery, the supplier is obliged to compensate for the damage caused by the delay. Our company, however, is entitled to claim in all cases an amount equaling to 1% of the value of the delivery impacted by the delay (default penalty) for every whole week of the delay. This amount is maximized at 5% of the total value of the delivery affected by the delay. We are also entitled to claim our damage in excess of the default penalty. If a reasonable extended deadline has been set and missed without any results, we shall be entitled to withdraw from the contract and claim damages.

4. Payment terms

- 4.1 The invoices and other documents shall indicate the date of delivery, our order number and the number of the technical drawing / technical specifications, and the alteration index id. of the delivered products shall be enclosed thereto, and they must be submitted in at least one copy.
- 4.2 Invoices shall be paid after the receipt of the invoices, but not earlier than 30 days from the receipt of the goods. We are entitled to deduct a 3% discount from the invoice.
- 4.3 In the absence of a prior written consent, which cannot be unreasonably withheld, the supplier is not entitled to assign any claims against us to third parties or to entrust third parties to enforce such claims.
- 4.4 Until the repair of the defect of a product that constitutes part of a delivery, we may withhold payment in whole or in part -depending on the cost of repairing the defect- and usually the amount equaling to twice the cost of repairing the defect in question may be withheld.
- 4.5 Payment may not be construed as acknowledgement of contractual delivery or performance.
- 4.6 The supplier is not entitled to make setoffs against our claims or to exercise the right to withhold, save for if the supplier's claims are undisputed or if they have been established by a final decision.

5. Defective performance

- 5.1 Incoming goods are inspected by our incoming product receipt control system based on the AQL (acceptable quality level) system or other quality control system. First deliveries must be accompanied by first-article / first delivery minutes.
- 5.2 The supplier operates a final quality assurance system prior to delivery. Upon the receipt of the goods, we will check that the goods correspond to the ordered quantity and whether there are any externally perceivable transportation injuries or obvious defects. If any damage or defect is discovered during the above checks, we will report it within 14 calendar days of receipt of the goods. We are not required to carry out any additional checks of the incoming goods.
- 5.3 The supplier is liable under the relevant legal regulations for any lack of conformity of the delivered of product or any legal deficiency thereof, the absence of any guaranteed features and for breaching the obligation to provide information. The limitation period of claims brought for defective performance is 36 months following the taking of delivery.
- 5.4 In case of redelivered (replaced) or repaired goods, the limitation period recommences upon the repair of the defect or the repeated delivery (replacement). The limitation period may not in any case lapse within six months of the repair of the defect.
- 5.5 Products subject to complaint are returned free of charge at the risk of the supplier. Our costs incurred due to the ex-post inspection and sorting of defective goods shall be reimbursed by the supplier. The same applies if a hidden defect is only discovered after the product has been put into use.
- 5.6 In case of products resold without significant alterations, the supplier shall exempt us from warranty claims stemming from any contracts which serve as the basis of resale -including the rules on the sale of consumer goods- and any claims brought under the rules on product liability or direct manufacturer's liability.
- 5.7 If a claim is brought against us under the rules on product liability or direct manufacturer's liability, the supplier shall be obliged to exempt us from such claims upon first notice, provided that the damage was caused by a product supplied by the supplier.

If we provide damages to a third party bringing claim against us, the supplier shall indemnify us for all related damages and expenses, including actual legal expenses, provided that we are entitled to exemption under the first sentence of this subsection.

If a third party brings a claim for damages against us under a foreign law that does not allow derogation, and based on which liability is established without regard to fault, the supplier shall indemnify us as if it were directly liable for damage. The supplier only bears this liability if the delivered product caused the damage and it covers any potential legal costs. In the above mentioned cases, we shall be entitled to bring action against the supplier before any foreign courts, where a third party

brought claim against us under the rules on direct manufacturer's liability, provided that it is permitted by the applicable legal regulations.

- 5.8 If in the event of a defect caused by a product delivered by the supplier, we must recall the product or if a recall is in the interest of the supplier and the supplier agrees to it, then the supplier shall be responsible for reimbursing all costs incurred. If more than one persons are responsible for the recall, their responsibility shall be joint and several.
 - 5.9 We and our customers are entitled to collect information at the plant of the supplier and the production sites about the product manufacturing processes and supplier's compliance with its contractual obligations after providing reasonable prior notice, at reasonable intervals, during normal opening hours. The notice deadline is at least 3 business days. In this context, we will proceed in consideration of the supplier's privacy requirements. At our or our customers' request the supplier is obliged to ensure that we can also implement the measures regulated in subsection 5.9 at the supplier's subcontractors and suppliers.
- ## 6. Production devices and plans
- 6.1 Without our prior written consent, it is prohibited to sell, pledge or otherwise transfer to third parties any production devices provided by us or manufactured by the supplier based on data disclosed by us, such as models, samples, tools, instruments, technical drawings / technical specifications and the like, or to use such devices for the purposes of the supplier or third parties. The same applies to objects manufactured with such production devices.
 - 6.2 The supplier is required to safeguard and prudently secure for no charge all molds, tools and the like manufactured at our cost, in whole or in part, in order to ensure that these tools are useable at any time. If the tools manufactured partially at our expense no longer have the required quality, the supplier must repair them at its own expense or replace them by new ones. If we establish delivery problems, we shall be entitled to claim that the above mentioned assets be made available to us for no charge and the supplier is not entitled to withhold them, regardless of whether these things constitute our property or not.
 - 6.3 After our order has been fulfilled, the supplier shall be required to return or release on demand any production devices that we provided or that were manufactured at our cost. If we assume the cost of manufacturing production devices, then joint ownership is created in proportion to the assumption of costs.
 - 6.4 Equipment required for inspection is only provided by us for use as control device. The supplier is responsible for purchasing control equipment necessary for production.
 - 6.5 All materials provided by us to the supplier for the purpose of fulfilling the order shall remain our property and the supplier shall store them marked by unambiguous sign, separated, for no charge. Processing or transformation by assets owned by others shall be done for our benefit.
The supplier is required to safeguard for us for no charge all new things manufactured by using materials provided by us.
In the event that transformation or processing is not made with assets owned by the supplier, the newly created thing shall be subject to joint ownership, where our ownership share shall be commensurate with the value of processed or transformed materials provided by us and that of other processed or transformed things at the time of processing or transformation.
If the materials provided by us are inseparably combined or merged with materials not owned by us, then we will acquire joint ownership of the newly produced thing in proportion to the value of the material provided by us and the value of other combined or merged things at the time of combining or merging.
If a thing owned by the supplier is combined or merged in such a way that the thing owned by the supplier is to be considered the main thing, then the parties agree that the supplier shall allow joint ownership over the new thing to us in proportion to the value of the material provided by us and the value of other combined or merged things at the time of combining or merging. We hereby accept the transfer of the ownership share.
The supplier is not entitled to dispose over -based on any transactions- the materials provided by us. The supplier is obliged to promptly notify us in writing about the seizure by a third party of the material provided by us or about any other detrimental measures taken by a third party in connection therewith, so that we can exercise our ownership rights. The supplier is responsible for all detrimental consequences resulting from the failure of providing notice or any third party measures.
 - 6.6 Approval of the technical drawings / technical specifications, calculations and other technical documents shall not affect the supplier's exclusive liability for contractual performance. This shall apply to proposals and recommendations made by us. Any amendments discussed by us and the supplier concerning the subject matter of the delivery must be confirmed in writing. Any deviations from the requirement of writing are also subject to the requirement of written form. If confirmation is not made in writing, the supplier will be exclusively responsible for the amendment. Amendments that do not concern the subject matter of the delivery shall be governed by sentence 1. of this subsection 6.6.
- ## 7. Supplier's other obligations
- 7.1 The supplier is required to comply with the provisions on the minimum wage as well as other labor laws in force from time to time, and in particular, to pay the statutory minimum wage to its employees.
 - 7.2 Subcontractors or performance agents can only be used with our prior written consent. If based on our prior consent, the supplier entrusts subcontractors to perform the contract or any parts of it, or involves a temporary employment agency, then the supplier shall ensure that the contractor or the temporary employment agency engaged by the supplier undertake a contractual obligation to comply with the obligations specified in this section 7.
 - 7.3 We reserve the right to demand at any time collateral (e.g. bank guarantee) from the supplier to secure our claims.
 - 7.4 Regarding all legal relationships with the supplier, we have extraordinary termination and withdrawal rights, in case the supplier or any subcontractors or temporary employment agencies contracted by the supplier fails to pay its employees the minimum wage due under the relevant legal regulation in force.
- ## 8. Partial invalidity
- Should any provisions of these general terms of purchase be or become invalid or for any reasons, this will not affect the validity of the remaining provisions.
- ## 9. Place of performance, jurisdiction of courts and applicable law
- 9.1 For all bilateral obligations, the place of performance is Albertirsa.
 - 9.2 This contractual relationship shall be governed by the Hungarian law, exclusive the United Nations Convention on Contracts for the International Sale of Goods (CISG).
 - 9.3 If any disputes arise out of a contractual relationship with the supplier, the parties shall submit to the exclusive territorial competence of the Cegléd District Court or the Kecskemét Regional Court, depending on rules of jurisdiction.
- ## 10. In case inconsistent provisions apply to deliveries made under this contract, the contracts concluded with the Supplier shall be applicable in the following order: 1. delivery contract; 2. order; 3 quality assurance agreement; 4. confidentiality agreement; 5. tool rental contract; 6. the present terms of purchase.