



**DUTRADE ZRT. GENERAL TERMS AND CONDITIONS
(TO A SUPPLY CONTRACT)**

DUTRADE ZRT. IN A CUSTOMER POSITION

SGTC

EFFECTIVE FROM: 03/05/2021

The Supplier's (Purchasing) General Terms and Conditions shall form part of the Supply Contract and the two shall be considered together. In the event of any inconsistency between the text of the Supply Contract and the provisions of these "Supplier's General Terms and Conditions", the provisions of the Supply Contract shall prevail. A bilateral written declaration is required of the Contracting Parties for any agreement derogating from these general terms and conditions.

1. Subject of the SGTC and the conclusion of the Supply Contract

1.1 Under the supplier's current general terms and conditions, the supplier or the service provider (hereinafter: Supplier) undertakes to deliver the required amount of its current assortment of goods and services (hereinafter: Goods), by the agreed deadline and at the place of performance based on the buyer **Dutrade Zrt.'s** (hereinafter: Buyer) orders placed in accordance with these conditions and on their confirmation. (Parties hereinafter collectively referred to as: Contracting Parties).

1.2 Orders and conclusion of the supply contract

The supply contract entered into between the Parties shall be deemed as concluded if the Parties have made it in writing or if in a written form the Supplier has confirmed the order that has been sent by the Buyer in a letter or otherwise. An oral order shall only be valid if the Buyer confirms it in writing.

2. Delivery date

The contractual performance date shall be the day when the Goods have been delivered in accordance with the contractual terms, as specified in Clause 4.2. The Supplier shall deliver the goods/provide the service on the deadline specified by the Buyer. Delivery shall take place between 7:00 a.m. and 15:00 p.m. on working days. The Buyer shall only accept early performance if it has been approved in a separate written statement. The Supplier shall notify the Buyer, without any delay and in writing, of any circumstances that impede contractual performance, and shall simultaneously take all actions in its power to eliminate them. If, nevertheless, the Supplier is unable to deliver the goods by the specified deadline, it shall inform the Buyer in writing without delay, specifying the expected date of delivery (Modified Delivery Date). If the Modified Delivery Date is inappropriate for the Buyer, the Supplier shall deliver the goods by the new date specified by the Buyer. Any related additional costs incurred shall be borne by the Supplier. If instead of the original delivery date, the Goods are delivered on the date approved by the Buyer, the Supplier shall pay liquidated damages in accordance with Clause 10 of these SGTC for the period of delay between the original delivery date and the approved delivery date.

3. Place of performance

As a general rule, the Supplier shall perform the contract at the Buyer's registered office (at DAP parity according to INCOTERMS 2020). The Parties may derogate from this in writing. If the Parties agree that the Supplier is required to hand over the goods to the Buyer at the Supplier's premises, the place of the quantitative and qualitative visual inspection shall also be the Supplier's premises. During inspection, the Supplier shall store the delivered goods properly, without any separate payment requirement, and shall be liable for any damage caused in this period for reasons beyond the Buyer's power.

The Supplier shall notify the Buyer if the place of loading is not the Supplier's registered office or site. Any damage caused to the Buyer due to the omission of the notification obligation shall be reimbursed by the Supplier.

4. Delivery and acceptance

4.1 Packaging and identification

The Supplier shall transport and deliver the goods with appropriate packaging and labelling (the labelling system shall ensure identification and traceability), suitable for preserving the integrity and condition of the goods during both transport and storage. During goods transport, the Supplier shall act in accordance and compliance with the rules set for product delivery. The Supplier shall have unlimited liability for damages caused by violation of such rules. If the packaging is damaged upon hand-over of the delivered goods, the representatives of the Supplier and the Buyer shall record this fact and the nature of the damage in a report. In such a case, in the framework of accepting the quality of the goods,

the Buyer shall also check whether or not the damage to the packaging has affected the quality of the delivered goods.

4.2 Quantitative and qualitative acceptance

4.2.1 The Supplier shall deliver the goods in first-class quality, fully and free of any defects, satisfying the characteristics specified in the contract, compliant with the current legislation in force in Hungary, and the standards and technological regulations applicable to the Goods, and by the delivery deadline.

4.2.2 The Supplier shall duly document compliance with the legal regulations and standards in force in Hungary in the manner prescribed for the product or product family used for the Goods or for the service. The manufacturer or distributor shall certify conformity by the supplier's Certificate of Compliance (Certificate of Analyses), and the Supplier shall hand it over to the Buyer upon performance of the contract. The Supplier shall also guarantee that the related descriptions and documentation comply with all the applicable laws and commercial standards. The documents required for the acceptance of the Goods, in the absence of which the Buyer shall be entitled to refuse to accept the Goods shall be the following: the quality certificate; a letter of guarantee; a declaration of performance; technical specifications and documentation; the requirements for storage, handling, unpacking and assembly; and a packing slip including the following information: description, quantity, Customer's purchase order number and product ID.

4.2.3 On receipt of the delivered goods, the Buyer shall promptly inspect the goods to check their quantity and shall also check their quality for any visible defects. The verification of contractual performance (compliance with the chemical, mechanical and other regulations) shall be started promptly, but in any case no later than within 8 working days from receipt of the goods, and shall be completed no later than within 42 working days. This deadline shall not apply to hidden defects that are undetectable for the Buyer on receipt, in which case the deadline specified in the Civil Code shall apply.

4.2.4 If the Buyer has noticed a qualitative and/or quantitative defect, it shall record the latter in a report, notify the Supplier of the defect by sending it the report and make its warranty claim. The Supplier or its representative shall participate in the recording of the report prepared about the errors/deficiencies detected during the performance of the contract. The record shall describe:

- the date, time and place of the inspection;
- the names and signatures of the persons conducting the investigation or participating in it;
- any quantitative or qualitative objection made;
- the number and date of the packing slip;
- the number of the delivery note,
- the Buyer's claim against the Supplier.

If the Supplier or its representative does not participate in the recording of the report or does not sign it, this fact shall not affect the assumptions made in the report or the correspondence of its content to the facts. Any inaccurate specification of the Buyer's claim against the Supplier may subsequently be corrected in the interest of professional wording.

4.2.5 In each case, the Buyer shall notify the Supplier in writing of the defective performance. At the time of notification, all the data and information that facilitate the investigation shall be provided. The notice shall be accompanied by the available documents (e.g. report, packing slip, inspection report, etc. ...)

4.2.6 The Supplier shall respond to the Buyer regarding the assumptions made in the report in writing within 5 working days. The Supplier shall investigate the case within 21 working days of the notice and inform the Buyer of the conclusions in writing. Should it fail to do so, subsequently it may not challenge the findings recorded in the notice.

4.2.7 The Supplier shall have the right to initiate an on-site inspection in order for the parties to jointly inspect the deficiencies recorded in the report. If an on-site inspection is held at a time agreed by the Supplier and the Buyer, the parties shall record the results in a joint report.

4.2.8 If the Supplier gives an unacceptable response to the Buyer, within 8 working days of receiving the response the Buyer shall have the right to request, in writing, a review of the Supplier's decision. If the parties fail to reach an agreement on the identified errors/deficiencies, the relevant dispute settlement rules shall apply.

4.3 Refusal to accept

The Buyer shall have the right to refuse acceptance in the following cases:

- Quantitative and qualitative discrepancies (Clause 4.2)
- Unapproved early performance (Clause 2)
- Unauthorised late delivery (Clause 2)
- The absence of a purchase order number (Clause 4.2.2)
- Ensuring inadequate shipping conditions (e.g. accident risk, health protection, logistics non-compliance, etc.)

The supplier shall pay compensation for any resulting damage and any due for late delivery.

5. Procedure in the event of acknowledged defective performance

In the event of defective performance, without any separate agreement required of the Parties:

- if the quantity is insufficient, the Supplier shall replace any missing goods as soon as possible, according to the Buyer's requirements,
- if the quality is inappropriate, the Buyer may, at its option to be specified in its notice, request repair, replacement or price reduction, or may withdraw from the contract at its discretion. In the event of withdrawal from the contract, the purchase price shall be refunded. In the event of withdrawal, the Supplier shall also pay liquidated damages for non-performance.

In the event of defective performance, the Supplier shall pay the Buyer penalty for poor performance in the amount specified in these SGTC. The Supplier shall also compensate the damages caused to the Buyer in excess of the amount of the penalty. The Supplier's liability for damages shall cover both direct

and consequential damages. If the Buyer is unable to fulfil its contractual obligation to its own partner due to the Supplier's faulty performance, the Buyer may perform a hedge purchase, the costs of which shall be borne by the Supplier.

6. Legal representations and warranty

For the delivered goods, the Supplier shall provide warranty in accordance with Act V of 2013 on the Civil Code. In this context, the Supplier warrants that no third party has any right that restricts or prevents the Buyer from acquiring unlimited and unencumbered ownership title to the delivered goods, or from the Buyer's ownership and use of the goods.

The Supplier shall also be liable for defects. The term of the warranty shall be: 12 months from the date of delivery and receipt of the Goods specified by law, or in the case of a warranty required by law, the period specified in the relevant statutory regulation.

7. Issue, submission and settlement of invoices

7.1 The Price shall be valid until the contract concluded between the Buyer and the Supplier is fully performed by the Supplier in an impeccable quality, and shall remain unchanged until contractual delivery. The Supplier declares that it has quoted the Price with full knowledge of the requirements relating to the Goods.

7.2 The Supplier guarantees that the Price applied to the Goods is not less favourable than the one provided to any other market participant for goods of the same quantity, quality and type during the term of the contract. In the event of a violation of the above obligation, or if the Supplier reduces its prices during the term of this contract, it shall give the Buyer the same price reduction, and the Buyer shall be entitled to apply it at the time of the performance, or the Supplier shall repay the difference by bank transfer within 3 working days following receipt of the claim.

7.3 If the Supplier unilaterally deviates from any of the clauses of the contract to the detriment of the Buyer, the Buyer shall be entitled to refuse payment in part or whole until the breach of contract is remedied, and the Supplier may not charge any default interest. If the Buyer so decides, it may withdraw from the contract in this case. If the Buyer has a claim against the Supplier under any title other than this contract, it shall be entitled to set it off against any amount it may owe to the Supplier in respect of the Supplier's charges and may satisfy its claim this way.

7.4 Payment of the Price of the Goods shall not constitute the Buyer's acceptance of the quality of the Goods, and any payment shall be made with retention of the Buyer's rights enforceable in the event of Supplier's fault (including without limitation a latent fault of the Goods unknown to Buyer/Supplier) or other breach of contract.

7.5 In the case of deliveries in excess of the quantity specified in the Supply Contract, the Buyer shall only pay for the excess if it has undertaken to do so in writing prior to the performance.

7.6 The invoice shall be issued to the Buyer's name and address. The supplier shall send the invoice to the Buyer, Dutrade Zrt., in 1 copy at the address H-2400 Dunaújváros, Papírgyári út 49. The Supplier shall enclose the performance certificate duly signed by the Buyer or the packing slip confirmed by Dutrade Zrt. to the invoice. The Buyer only accepts invoices that are correct both in terms of content and form and are equipped with all the attachments, which the Supplier shall issue in compliance with the relevant laws and rules.

The minimum condition for the acceptance of the invoice is that the invoice should:

- contain the purchase order number or contract number,
- the Buyer's own tax identification number: 1145 1479-2-07,
- comply with the applicable statutory requirements,
- include the original performance certificate signed by the Buyer the confirmed packing slip enclosed as an attachment,
- be received at the Buyer's registered office specified in clause 7.6 within 8 working days from the date of performance.

The Buyer shall pay the invoice to the Supplier by bank transfer on the 60th (sixtieth) day following performance.

Without the legal consequences of late payment, Dutrade Zrt. shall be entitled to return the submitted invoice unpaid if it is not compliant with the contract without performance.

The Buyer shall not be liable for late or incorrect payment if it is a result of the inaccuracy of the data provided by the Supplier.

8. Delay by the Parties

If the Buyer fails to pay the Supplier the amount specified in the duly issued and sent invoice by deadline, it shall pay Supplier the default interest set in Article 6:155 (1) of the Civil Code. Should the Buyer refuse to accept the goods on the date set by the parties or fail to take the necessary measures; the Supplier shall not be liable for its failure to meet the delivery date specified in the Supply Contract.

If the Supplier is late with delivery, the Buyer may decide to withdraw from the contract at any time and, in addition to the amount of the liquidated damages payable for failure, it shall be entitled to enforce proven damages in excess of the liquidated damages, including all direct and consequential damages.

9. Withdrawal

The Buyer may withdraw from the Supply Contract at any time without giving reasons, but shall compensate the Supplier for its certified damage. The Buyer's liability for damages may not exceed the purchase price specified in the Supply Contract. If the Buyer exercises the right of withdrawal in the case of a breach of contract, then the Buyer shall not be liable to pay the Supplier any costs or damages.

In this case, in addition to exercising the right of withdrawal, the Buyer shall also be entitled to enforce a claim for liquidated damages and compensation against the Supplier in accordance with these SGTC.

In the event of force majeure, the Buyer shall be entitled to unilaterally withdraw from performance or, depending on the circumstances, to suspend performance without payment of the unlawful damages and simultaneously with the enforcement of its lawful claim for damages.

Force majeure events: shall include but not limited to natural disasters, wars, epidemics, mobilization, blockades, export and import restrictions and prohibitions, downtimes or other unforeseeable circumstances that are due to causes that may not be prevented with reasonable care and that impede fulfilment of the contract.

10. Liquidated Damages

- The Supplier shall pay liquidated damages in the cases specified in these SGTC.
- The Supplier shall pay late performance damages if it misses the performance deadline specified in the contract. Liquidated damages shall be based on the net contract price, and for each day of delay the rate shall be 1% of the base of the late performance damages, but in any case no more than 20%.
- In the event of defective performance, the Supplier shall pay a 10% defective performance damages calculated on the basis of the total net value of the contract as a base.
- In the event of impossibility or failure due to reasons within the Supplier's power, or if the Supplier refuses to perform without a legitimate reason, the Supplier shall be liable to pay liquidated damages. The infeasibility damages shall be based on the net value of the contract at a rate of 20%.
- The Buyer may also assert its proven claim for damages in excess of the liquidated damages to the Supplier and its other claims arising from any performance non-compliant with the purchase order.
- If the trade secret is violated as described in Clause 14 hereof, the Supplier shall pay the Buyer a penalty in the amount of HUF 3,000,000.
- The liquidated damages specified in this clause may also be applied in addition to the penalty determined here. The Buyer may also enforce its claim for damages against the Supplier by deducting the amount of the damages from the amount of the invoice before paying the invoice issued by the Supplier.

11. Indemnities

The Supplier shall have unlimited liability for damages caused to the Buyer by defective or delayed performance or otherwise. The Supplier's liability shall cover both direct and consequential damages. The Supplier shall also compensate the Buyer for any damage caused by not informing the Buyer in

writing about the type of commercial transaction between the parties prior to the commencement of performance, which has resulted in the Buyer's liability for additional taxes at the end of the transaction. The Supplier shall be liable for any adverse changes in the goods, their condition and suitability for use during the entire period of delivery, and during safekeeping and storage of the delivered goods at the Supplier's premises. If the Supplier uses a third party to assist in performance, the Supplier shall be liable for damages caused by such third party.

The Supplier shall keep the Buyer harmless from all damages, claims, losses and costs related to the death or injury of any person, to damage to property, or to any damage or loss that can be proved to be due, in part or whole, to a breach of contract or to the defective delivery of the Goods.

12. Transfer of ownership and of the risk of damage

The ownership title to the delivered goods shall be transferred to the Buyer at the time when the Buyer pays the purchase price under the Supply Contract. Upon delivery of the goods supplied, the Buyer shall become entitled to take possession of the delivered goods, to use them or, if the Buyer has not acquired them for its own use, especially, but not exclusively, for resale or incorporation, then to resell it, incorporate it or use it in any other way. The risk of damage to the goods shall be transferred to the Buyer upon delivery of the goods to the Buyer, regardless of whether the delivery takes place at the Buyer's premises or at another place designated by the Buyer or at the Supplier's premises. If a freight forwarder is used, the risk of damage is transferred upon delivery of the goods by the forwarder to the Buyer, unless the forwarder has been commissioned by the Buyer.

13. Insurance

The Supplier shall have insurance suitable for compensation of the direct and consequential damages suffered in the delivered goods or caused to the Buyer, and it shall present the insurance policy at the latest when performance is commenced. In the absence of insurance, the Buyer shall be entitled to withdraw from the contract, and in this case it is not obliged to compensate the Supplier for any damage.

14. Trade Secret

Trade secrets shall include all the facts, information, solutions or data related to this contract, if the Buyer has a reasonable interest in their confidential management, provided that the Buyer has taken the necessary actions to holding them in confidence.

The Supplier shall fully and at all times hold confidential the trade secrets and all other confidential information disclosed to it in relation to the Buyer's operation, and shall take the necessary measures to ensure the same with regard to all its employees and persons involved in the performance of the task.

Without the Buyer's prior written consent, the Supplier may not in any way advertise or publish the fact that it has received the commission from the Buyer, may not disclose information about the order, and may not use the Buyer's name in advertisements or other publications.

15. Notices

15.1 In the cases specified in the contract, the Parties shall notify each other in writing, and notices shall only be valid if they have been delivered in person or by registered mail. If the notice is served in person, on the day of delivery, and in the case of registered consignments, if for any reason the notified Party does not receive the letter sent by a return receipt, the attempt to serve the notice shall be repeated, on verification of the correct address. If the repeated delivery fails, the letter shall be deemed to have been delivered no later than on the 5th working day from the repeated dispatch.

15.2 The Parties may also provide notices by electronic mail, unless the contract provides otherwise. The Parties acknowledge that the emails may be sent to the Parties without a proper signature and substitute identification, and unless proven otherwise, such messages shall be considered as originating from the beneficiary. The Parties declare that in this contractual relationship their email messages shall be considered as if they were paper-based documents signed by employees authorised to act as company signatories or on a case-by-case basis, thus both the sender and the contents of the letter shall be accepted as authentic until proven otherwise.

15.3 With regard to emails created in accordance with the rules set out in the contract, before courts or other authorities the Parties may not claim that they do not meet the requirements for written documents made for and on behalf of the company.

15.4 Concerning the sending Party's email message, in the event of a dispute over the sender's identity or the content of the letter, the sending Party shall have the burden of proving that the letter was not sent by the person designated as the sender or with the received content.

16. Legal disputes

The Buyer and the Supplier shall endeavour to settle their disputes arising from the Supply Contract amicably. In the event of failure to do so, the parties accept the exclusive jurisdiction of the Dunaújváros District Court and of the Székesfehérvár General Court to settle disputes arising from or related to the Supply Contract.

The Parties agree that this contract shall be governed by Hungarian law; in the event of a dispute, the regulations of Hungarian law shall apply and the Parties submit to the jurisdiction of the Hungarian courts. In matters not regulated in the contract and in the SGTC, the Parties shall consider the relevant provisions of Act V of 2013 on the Civil Code (Ptk.) as applicable. The Supplier's General Terms and Conditions can be found on the Buyer's website at www.dutrade.hu.

In the event of any discrepancies between the individual provisions, the following order shall be observed for a resolution: the ad hoc contract, SGTC and the relevant legislation.

This SGTC has been drafted in Hungarian, and has been translated into several languages. In the event of any discrepancies in interpretation, the Hungarian version shall prevail.

17. Compliance with the official, legal and other regulations

17.1 The Customer operates a certified Integrated Management System in accordance with international standards (MSZ EN ISO 9001, MSZ EN ISO 14001, MSZ ISO 45001 and MSZ EN ISO 50001). In order to improve the quality, environmental, occupational health and safety, and energy efficiency of the delivered products and services, it is of primary significance for the Buyer to comply with the requirements of the law and of Dutrade Zrt. In order to successfully operate the integrated management system operated by the Buyer and the standards listed in Clause 17.1, the Supplier undertakes to provide the Buyer with the opportunity to conduct an audit on its own at the Supplier's premises after prior consultation. The Supplier undertakes to be available for the Buyer during an audit or internal audit performed by a third party on Dutrade Zrt.'s site. The requirements set out in the RoHS Directive (2015/863/EU) shall be verified at the buyer's request. Goods shall be supplied in an appropriate packaging, properly labelled and with a valid safety datasheet in compliance with Decree No. 44/2000. (XII.27.) EüM on hazardous substances and mixtures and with the REACH Regulations (Regulation (EC) No. 1907/2006, Regulation (EC) No. 1272/2008, and Regulation (EU) No. 453/2010).

17.2 The Supplier warrants that it has fully complied with all the official and legal requirements. The related costs have been included in the Price. In addition, the Supplier undertakes to comply with all the relevant requirements, standards, technical specifications, legislative regulations, etc., in particular those relating to environmental protection, packaging, labelling, product liability and quality, occupational safety and energy management. Damages or costs resulting from non-compliance with these regulations shall be fully borne by the Supplier.

17.3 With regard to the materials, machinery, equipment and tools used for the provision of the service, the Supplier shall comply with the provisions of Act XCIII of 1993 on Occupational Safety (hereinafter: Mvt.) and the relevant provisions of its implementing regulations.

17.4 The Supplier warrants that the Goods delivered by it do not expose the environment to harmful radiation, and the value of the specific gamma activity of the Goods is below the accepted 100 Bq/kg.

17.5 In addition to the above-referenced statutory and other regulations, if and when the Supplier enters the Buyer's registered office, site or branch office, it shall comply with Dutrade Zrt.'s environmental, occupational safety and energy management rules and its rules of access to and stay at these premises. By signing the supply contract, the Supplier acknowledges that it has familiarised itself with these rules. Damages or costs resulting from non-compliance with these regulations shall be fully borne by the Supplier.

17.6 The Supplier acknowledges that in relation to any work accident of its employee at the Buyer's registered office or work site, the Supplier may not make any claims for any investigation,

indemnification or transfer of financial liabilities against the Buyer in relation to such work accident or damage, and the Supplier may not file such a claim with the Buyer.

17.7 The Supplier shall provide personal protective equipment for its employees. In the absence of personal protective equipment, the Supplier's employees may not perform work at the Buyer's registered office or at its work site.

17.8 The Supplier shall indemnify the Buyer for any damage caused by its employees.

17.9 The Supplier shall handle, collect and transport waste (hazardous and non-hazardous waste) generated in the course of its activities at the Buyer's sites from the material in the Supplier's ownership, unless the Buyer otherwise provides.

17.10 The Supplier shall comply with Regulation 2016/679 (EU) on data management, data protection and data security (GDPR), with the related national legislation and with the applicable data protection and data security regulations.

Done in Dunaujváros, 03 May, 2021

Dutrade Zrt.



Iván Kroó
Managing Director