

# General Terms and Conditions

Version: 2.0

Valid from: 2019.12.19.

## GENERAL TERMS AND CONDITIONS

### 1. Purpose and effective scope of application of these General Terms and Conditions

The provisions of these General Terms and Conditions (henceforth referred to as "GTC") will be effective and shall apply to any and all contractual relationships in which evosoft Hungary Kft. (registered seat: H-1117, Budapest, Kaposvár utca 14-18.; commercial register number: 01-09-367139; VAT number: 12006883-2-44; EU VAT number: HU12006883, hereinafter called "Purchaser") acts in the capacity of principal, purchaser or customer by way of taking offers (or placing orders) as per order of the Purchaser as well as those sent to him upon no request.

Any party selling goods or rendering services to Purchaser will be referred to as "Supplier", whereas Purchaser and Supplier will be jointly referred to as "Parties".

- (1) If an agreement that is deemed to govern sales, supply and business-related matters, or any contract for work and services between the Parties is not established upon the acceptance of an offer tendered by Supplier, but – instead – the Parties choose to conclude an individual contract or framework contract (hereinafter called "Contract") regardless of the relevant designation or the form of the Contract, then the individual provisions of this GTC shall form an integral part of the said Contract. Any provision that deviates from this GTC shall be stipulated under the individual Contract, thus seeking to regulate the specific contractual intentions of the Parties by applying both the GTC as well as the relevant provisions set forth in the individual Contract. In case of a probable conflict between any particular provision of the individual Contract and this GTC, the provisions of the individual Contract shall ultimately prevail.

### 2. Giving notice to the partners of the GTC

- (1) Purchaser renders the provisions of this GTC accessible on his public website ([www.evosoft.hu](http://www.evosoft.hu)) in both Hungarian and English. The Hungarian language version shall be regarded as the authentic one and shall thus prevail over the English translation for all matters of interpretation and construction.
- (2) In addition to that, Purchaser shall give due notice to Supplier of the application of this GTC before placing orders or already in the course of preliminarily negotiating the terms of an individual Contract.
- (3) On condition that Purchaser has fulfilled his notification duties as laid down in the preceding points, Supplier shall agree, upon conclusion of the Contract, to expressly acknowledge that he has taken note of and accepted these provisions, and that he is willing to be fully bound by the Contract as well as to comply with these terms and conditions.

### 3. Modification of the GTC

- (1) Purchaser is entitled, at any time and without bilateral agreement, to make changes to the terms and conditions provided that such a modification or amendment will not cause Supplier's contractual obligations to be more burdensome than initially intended, will not inflict any restrictions on his contractual rights and vested interests, and will not adversely affect his legal status. Any modification of the conditions shall take effect on the calendar day following the announcement of the modified condition in the official Hungarian version on the website [www.evosoft.hu](http://www.evosoft.hu), and shall not affect contracts entered into prior to its coming into effect.
- (2) In case of any modification of the GTC, Purchaser will, on his website, announce GTCs as frequently amended making a note of the respective dates of coming into effect.

#### 4. Offer

- (1) Purchaser is obliged to outline all bidding requirements in his tender notice, as well as to make proper reference to the application of this GTC.
- (2) Supplier is obliged to make his offer according to the eligibility criteria as laid down in the invitation to bid – including a call for tenders. Any deviations from the aforesaid must be expressly made reference to in the offer.
- (3) A period of validity of thirty (30) days calculated from the date of submission of the offer applies to Supplier's written offer, unless otherwise stipulated by the request for offer or the invitation to bid.
- (4) The offer submitted by Supplier is not binding on Purchaser to place an order or enter into a contract, nor shall it entitle Supplier to claim for any kind of consideration against Purchaser in terms of the bidding.
- (5) Purchaser is entitled to withdraw his call for tenders or request for offers at any time and for no reason (i.e. without justification) until the Contract is entered into.
- (6) The offer submitted by Supplier may not be modified during the offer's period of validity, except when Purchaser has expressly requested such a modification or has given his written approval thereof in favour of Supplier.
- (7) The selection of a bidder does not entail an obligation to enter into a contract or to place an order on Purchaser's part. Until a contract is entered into, Purchaser is reserved the right to desist from further negotiations and may initiate new talks for the deal at any time.

#### 5. Purchase order

- (1) Purchase orders are required to include at least the following data:
  - precise description of the particular good, item or service
  - quantity and price as per order given
  - deadline for fulfilment
  - place of performance (if no reference is given, the Purchaser's location in Kaposvár utca shall apply)
  - reference to offer, (framework) contract, and the application of the GTC
- (2) Taking receipt of the offer and Purchaser's confirmation thereof shall not be regarded as acceptance of the offer. Unless otherwise stipulated (e.g by law, any internal regulation of either of the Parties, or agreement of the Parties hereto), the contract shall come into existence upon Purchaser's written acceptance of the aforementioned offer in accordance with the agreed content thereof (purchase order), as well as upon Supplier's confirmation of the order. Should Supplier fail to confirm the purchase order by no later than 12:00 a.m. on the second (2) working day following the placing of the order, then the purchase order shall be deemed to have been accepted by Supplier as per order given.
- (3) In case the Parties agree to enter into an individual contract or if - for whatever reason - the conclusion of an individual contract is set out as compulsory for both or either of the Parties, then the contractual relationship will be established upon signing of the agreement by both parties, as of the point in time corresponding with the date of signature.
- (4) If Purchaser approves of governing the offer submitted with reference to the general terms and conditions applied by Supplier along with his own general terms and conditions, and if these two sets of general terms and conditions are in no conflict with one another, then the general terms and conditions applied by both parties shall become an integral part of the contract. Should the two sets of general terms and conditions prove to be conflicting in terms of non-essential matters, the contract will come into existence and the non-conflicting terms and conditions will become part of the contract. In case the conflict between the two sets of general terms and conditions relates to an essential term of the contract, the contract shall not come into existence, unless the Parties have duly agreed on these essential terms in the individual contract.
- (5) Purchaser has the right to cancel the order within 8 days calculated from its coming into effect, and - at the same time - he is obliged to reimburse Supplier for any proven costs in connection with the withdrawal, as well as to take receipt of and pay the counter-value of all goods produced and/or ordered.

#### 6. General obligations of Supplier

- (1) Supplier is obliged to fulfil the Contract according to its content, and to act in compliance with its stipulations, the relevant provisions applicable to the fulfilment of contractual duties, as well as all legal provisions and professional regulations.
- (2) When performing on Purchaser's site of operation, Supplier is obliged to perform his duties and cooperate with Purchaser according to the work schedule applicable on the site of operation, as well as to comply with and enforce all

regulations regarding occupational health and safety, fire safety and environmental protection, as well as the house rules and internal regulations.

- (3) Supplier is obliged to give notice to Purchaser of all the essential circumstances relating to the fulfilment of the contract.
- (4) Supplier is obliged to immediately give notice to Purchaser of an occupational accident or damage possibly occurring on the site of operation, as well as to investigate such an event with the involvement of Purchaser's representative and to keep a record thereof, one counterpart of which shall be forwarded to Purchaser.
- (5) Unless otherwise specified under the contract, all materials and equipment, including uniforms and work clothing necessary for the activities carried out on Purchaser's site of operation, as required for the fulfilment of the contract as per agreement, shall be provided by Supplier at his own expense, including transportation to Purchaser's site of operation.
- (6) Any sort of material, including but not limited to tools, equipment, hardware and software, documentation, as well as any object produced with the aid of the aforesaid, provided by Purchaser to Supplier for the purpose of fulfilling the contract, shall remain the property of Purchaser. Supplier is obliged to store, designate and handle them separately from his own tools and material resources at his own risk and at no cost, and if the handover takes place along the obligation to render account/surrender, then Supplier is obliged to return them to Purchaser's possession or give account of them right after fulfilling the contract. These materials may exclusively be utilised with Purchaser's prior consent and for the designated purpose. Supplier will be held liable for damages arising from any deterioration, defect, destruction or loss incurred on the material. The above provision shall also apply to the recorded handover of materials duly attached to the purchase order.
- (7) Without the prior written consent of Purchaser, Supplier is not entitled to assign his rights and obligations arising from the contract to any third party. Should Supplier breach this obligation of his, Purchaser shall have the right to withdraw from the contract, or to repudiate it, and claim for damages for his losses incurred as a result of Supplier's breach of contract.
- (8) For the purpose of confirming Supplier's contractual fulfilment, Purchaser or the person designated by him will issue a formal confirmation of fulfilment. The confirmation of fulfilment so filled in shall form the basis of billing. Any document other than a confirmation of fulfilment, including but not limited to a bill of lading or delivery note, might serve as a basis for the confirmation of fulfilment. Any document designated as a confirmation of fulfilment may only be admissible if signed by Purchaser. If the confirmation of fulfilment takes place through signing of an invoice, then this shall exclusively serve the purpose of proving the fact of fulfilment, and shall, therefore, not be regarded as an approval of the completeness of contractual fulfilment or that of the invoiced counter-value.

## **7. Fulfilment, delivery**

- (1) The contract shall be deemed to be fulfilled to the given deadline at each point in time when Purchaser takes delivery of the goods delivered or the services rendered at the contractually agreed point in time or - if Purchaser approves of early performance – within the contractually agreed point in time, in the place of performance stipulated by Purchaser and according to the terms set forth under the relevant contract. Unless otherwise specified by the Parties, Purchaser is not obliged to accept Supplier's part performance.
- (2) Purchaser is entitled to modify the place of performance by no later than at least one (1) working day prior to fulfilment. Any proven and reasonable extra cost on the part of Supplier in connection with this modification must be reimbursed by Purchaser.
- (3) Purchaser shall confirm receipt of the goods ordered by means of signing and stamping the bill of lading and/or the delivery note. If any legal regulation or a different agreement of the Parties so provides, the title of the goods shall pass on to Purchaser upon handover (taking delivery) of the goods.
- (4) Supplier is obliged to handover to Purchaser all documents necessary for the use of the goods in Hungarian and/or in English.
- (5) If Supplier delivers the goods with incomplete credentials, Purchaser shall be entitled to refuse to accept it.
- (6) The risk of loss passes from Supplier on to Purchaser upon Purchaser's taking delivery of the goods or services as per contractual order in the place of performance defined by Purchaser. If commissioning is included in the scope of delivery, the risk of loss passes on to Purchaser upon handover following the required commissioning.
- (7) Unless otherwise stipulated, transportation and packaging costs have to be borne by Supplier until the goods reach their designated place of performance. In case of a delivery to the place of performance defined by Purchaser, Purchaser is entitled to choose the mode of transportation. Extra costs arising from any non-conformance with Purchaser's instructions as to the mode of transportation will be borne by Supplier. Additional costs that might arise in the event of express freight forwarding necessary to meet the agreed delivery deadlines shall burden Supplier.
- (8) A packing slip or delivery note describing the contents of the shipment shall be enclosed to each shipment in a way that the unique purchase order number of Purchaser (9500xxxxx) is properly marked on them. The shipment of a consignment has to be made notice of with the same data (dispatch notification).

- (9) Even if the transportation is carried out by a carrier designated by Purchaser, Supplier shall notify the carrier of all the necessary information in respect of any hazardous goods in line with the applicable legal provisions.
- (10) In case Purchaser notifies Supplier of the fact that - after the first delivery - he has opted for scheduling a different transportation mode, then Supplier shall, while having regard to such a transportation being already in progress, also comply with the applicable legal regulations relating to hazardous goods.
- (11) Paying the counter-value shall not be regarded as acceptance of fulfilment as per agreement.
- (12) Supplier shall, while having regard to the applicable safety and environmental regulations and relevant transportation rules, be obliged to provide for the proper packaging of the goods ensuring that the goods are secured against movement in order to protect the goods until their utilisation (for max. 1 year) so that the goods shall remain fit for their original purpose of application.
- (13) Supplier is obliged to immediately give notice to Purchaser of any foreseeable delay on his part while also specifying the period of delay, even if the deadline for fulfilment has not yet lapsed.
- (14) In case of a delayed fulfilment Supplier is obliged to pay contractual penalty. Unless otherwise agreed upon, the daily rate of contractual penalty amount to 0.5 % per each started day, capped at a maximum of 10 %. The basis of the contractual penalty equals the net total counter-value of the purchase order in case of indivisible services or delivery, whereas it equals the gross counter-value of the delayed delivery or service provision in case of divisible services or delivery.
- (15) In the event of Supplier's delayed fulfilment exceeding 10 days, Purchaser is entitled to withdraw from the contract.
- (16) Supplier will be held liable for any misperformance, which shall be penalised by way of contractual penalty. Supplier's performance shall be deemed to be faulty if - at the moment of fulfilment - the service or the goods do not conform to the specific attributes or qualities as laid down by legal or contractual provisions.
- (17) The contractual penalty for misperformance shall be based on the net counter-value of the purchase order affected by the misperformance, and shall, unless otherwise stipulated, amount to 0.5 % of the gross counter-value of the purchase order per each started day until successful rectification of the misperformance, however capped at a maximum of 10%.
- (18) In case the amount of contractual penalty arising from Supplier's above obligation reaches 10 % of the net counter-value stipulated under the Contract and/or the purchase order, then Purchaser is entitled to terminate the relevant contract without notice, or to cancel the purchase order with no legal consequences whatsoever.
- (19) Beyond fulfilment Purchaser has the right to demand payment of the contractual penalty imposed on Supplier due to any misperformance thereof. Purchaser's claim for contractual penalty arising from Supplier's possible misperformance shall not be regarded as a waiver of Purchaser's right to demand fulfilment under the contract. In the event of non-fulfilment or refusal to perform on Supplier's part, Supplier is obliged to pay to Purchaser liquidated damages for non-fulfilment amounting to 25 % of the total purchase price of the goods or service as per order.
- (20) Neither Party shall be liable to the other for any delay or failure to perform an obligation under the contract, if such delay or failure to perform is due to Force Majeure which means any unforeseeable event beyond the reasonable control of the Parties, for example war or acts of God. Nevertheless, in case of Force Majeure, if the period of the event of Force Majeure is longer than thirty (30) days, then Purchaser is entitled to cancel the purchase order or terminate the contract.
- (21) In addition to the provisions set forth above, Supplier shall be liable, according to the relevant sections of the Hungarian civil code, to Purchaser for any damage or loss incurred by Supplier's breach of contract even beyond those described by the preceding points.

#### **8. Regulations relating to Supplier's conduct (Code of Conduct), security in the supply chain**

- (1) Supplier takes note of the fact that Purchaser's intention to enter into a contractual relationship with Supplier is ultimately conditioned to Supplier's agreement as to undertake commitments regarding the compliance with the provisions set forth below, as well as to bear out his corresponding statement hereunder by signing the individual contract or confirming the purchase order. Supplier hereby agrees to fully bind himself to the provisions of the Hungarian law applicable to the relevant contract while fulfilling the underlying contract. Supplier shall commit himself to refrain from being involved in bribery, whether directly or indirectly, actively or passively, to honour fundamental rights as well as to abstain from supporting child labour in whatever form. Supplier takes note of the fact that he is liable to his own colleagues for compliance with occupational safety regulations as well as for the observation of safety precautions at the workplace. Supplier agrees to comply with the legal provisions of applicable environmental regulations, and to use his best endeavours to reasonably enforce compliance of his own suppliers and business partners with the commitments laid down in this section.
- (2) Should Supplier fail to meet any of the aforementioned obligations, than Purchaser shall have the right to withdraw from or terminate the contract with no further duties, whatsoever. If such a breach of obligation could be aborted, then

this may only be possible if the conciliation talks between the parties yield no result even after expiry of a reasonable deadline.

- (3) Supplier is obliged to give the necessary organisational instructions and take appropriate measures with respect to safety issues concerning facility safety, packaging and transportation, business partners, personnel and information (including personal data as well) in order to ensure safety of the supply chain pursuant to applicable provisions of internationally acknowledged initiations predicated upon the WCO SAFE framework (e.g. AEO, CTPAT).
- (4) Supplier is obliged to protect the goods and services provided to Purchaser or to third parties duly designated by Purchaser from unauthorised access or use. Supplier may exclusively employ reliable personnel in respect of such goods and services, and is obliged to compel possible subcontractors to take the same precautionary measures.
- (5) Supplier unrestrictedly warrants to Purchaser that the goods delivered are free from all claims (or rights) by any third parties that could inhibit, impede or restrict the acquisition of property on the particular goods or otherwise prevent Purchaser from exercising his right of use on the goods. Supplier shall further ensure that he is duly licensed for all activities required for the fulfilment of the contract in whatever form, including the application of copyrights, immaterial property rights and registered trademark. Supplier undertakes, upon request of Purchaser, to send these documents to Purchaser without undue delay.
- (6) Supplier shall by accepting the terms of this GTC commit himself to read and comply with the document called "Code of Conduct for Suppliers of evosoft" and to acknowledge that the said document shall be governed by the relevant Hungarian legal regulations. The applicable version of the document as frequently amended is available on the website [www.evosoft.hu](http://www.evosoft.hu). Supplier is obliged, upon Purchaser's specific request, to agree to the terms of the document called "Code of Conduct for Suppliers of evosoft" in writing and to send it to Purchaser per post.

#### **9. Health, occupational safety and environmental protection, hazardous goods**

- (1) Supplier is obliged to carry out his activities in line with Purchaser's corporate governance system for quality assurance, environment-focused and occupational health, and safety.
- (2) Supplier is obliged to be fully aware of the environmental impact and occupational safety risks of his own activity, as well as to act in compliance with the currently applicable legal regulations with regards to the protection of the environment and ensure healthy and safe working conditions, with particular regards to the following acts of law:
  - Act Nr. CLXXXV of 2012 on waste management,
  - Act Nr. LIII of 1995 on the general rules of environmental protection,
  - Act Nr. LIII of 1996 on the conservation of the environment,
  - Act Nr. XXV of 2000 on chemical safety,
  - Act Nr. XCIII of 1993 on occupational safety,as well as their implementing regulations and ordinances.
- (3) If the product contained in the scope of delivery under the contract qualifies as an electronic or electric product and falls within the effective scope of Government Decree Nr. 443/2012 (XII.29) and/or Government Decree Nr. 374/2012 (XII.18.), Supplier is obliged to ensure that the product conforms to the provisions as laid down in the relevant decrees.
- (4) Supplier is liable for all kinds of environmental damage and waste generated within the course of Supplier's activities. Supplier must be liable for the management of waste generated (collection, recording, transportation) in accordance with the currently applicable legal regulations.
- (5) Supplier is obliged, within his course of activities, to comply with the requirements as to environmental, occupational and fire protection. Supplier shall provide for the sufficient headcount with proper qualification (professional, occupational and fire protection) and valid medical certificate as required for performing duties, the individual safety equipment necessary for the activities, as well as a statement declaring that, during the implementation, he applies only those working tools listed by section (3) of Mvt. 23§.
- (6) Supplier shall ensure that all information necessary for compliance with the requirements are duly communicated to its employees.
- (7) Purchaser is entitled to perform an audit on the Supplier at any time in terms of environmental, occupational and fire safety. Should Purchaser detect, on occasion of the audit, any gross misconduct (for instance: endangering others, causing threat to the environment, working at heights with no proper protection, improper craning, and consumption of

alcohol), then he has the right to suspend works until the deficiency/misconduct is discontinued. All disadvantages and material adverse circumstances (delayed fulfilment) arising from the suspension of works shall only burden Supplier and must not devolve unto Purchaser.

- (8) If the shipment contains goods which qualify as hazardous products according to international regulations, Supplier is obliged to give notice to Purchaser of this fact in the form agreed upon by the Parties, however by no later than the date of confirming the order in each case.
- (9) If Supplier transports products which fall within the scope of statutory restriction and/or obligation to provide information in respect of the components (e.g. REACH, RoHS), then Supplier is obliged, by no later than at the first time when such material is transported, to give account of such materials in the online database of BOMcheck (www.BOMcheck.net) or in any default form designated for this purpose. The stipulations mentioned so far are only applicable in connection with the legal regulations prevailing in Purchaser's registered seat or in the place designated for delivery by Purchaser.

## 10. Warranty

- (1) Unless otherwise stipulated by the law or a different agreement by the parties hereto, Supplier assumes a warranty obligation for 1 year. The warranty period shall commence upon delivery of the contractually agreed goods or services in the place of delivery defined by Purchaser, or upon handover following its commissioning.
- (2) Depending on Purchaser's choice, Supplier is obliged to immediately rectify any defect or deficiency occurring under the period of warranty or to provide for repeated performance of the delivery or service at his own expense. This shall also apply to deliveries where only random inspections have taken place.
- (3) Should Supplier fail to rectify the defect or deficiency, or to provide for repeated performance or service within a reasonable course of time defined by Purchaser, then Purchaser is entitled, according to his choice,
  - to claim for a price reduction, or
  - to completely or partly withdraw from the contract.

Purchaser is entitled, in each case, to demand to recover his losses from Supplier.

Should Supplier fail to rectify the defect or deficiency, or to provide for repeated performance or service within a reasonable course of time defined by Purchaser, or refuses to act so, then Purchaser shall have the right to assign, at Supplier's risk and cost, the task of rectification or repeated performance to another party or to accomplish the fulfilment of these duties himself.

- (4) Purchaser is obliged, immediately upon delivery, to inspect the completeness of the delivery with respect to the quantity and quality of the product ordered, and to examine whether any damage or deficiency may be clearly identified on its outer surface. If Purchaser detects any kind of deficiency during the inspection, then he shall be obliged to notify Supplier of these deficiencies. Should Purchaser detect a deficiency at a later point in time, then he is likewise obliged to give notice to Supplier. Complaints with regards to deficiencies may be submitted within one month following the delivery of a product or the rendering of a service. If, however, the deficiencies may not be detected in the course of commissioning, processing or first usage, then the one month period shall start on the date of detecting the deficiency. In this respect Purchaser will not be liable to Supplier for any further obligations other than his aforementioned duty to inspect goods and give notice to Supplier.
- (5) Supplier shall bear all costs and risks arising from the rectification or replacement of misperformance or faulty performance.
- (6) The above provisions shall apply mutatis mutandis to any performance carried out within the course of rectifying defects or deficiencies, too. For all the rest concerning matters of warranty and indemnity, the relevant provisions of the Hungarian civil code shall prevail.

## 11. Quality of fulfilment

Supplier shall undertake to perform his duties relating to the goods delivered and services rendered under the contract in line with the highest quality standards, professional rules and best practices, as well as the specifications as per order. In case Supplier provided a sample prior to fulfilment, and if Purchaser accepted the given sample, and raised no complaint about its quality, then the goods delivered later shall be of a quality at least identical with that of the sample provided earlier.

## 12. Billing

- (1) The invoice must - in each case - comply with the requirements laid down in legal regulations applicable on the day of billing in both formal as well as substantial respect. Supplier is further obliged to issue the invoice in a way that it shall

contain the unique purchase order number given by Purchaser, and it shall have attached to it a document confirming fulfilment (handover records, confirmation of fulfilment, delivery certificate, etc.) as duly signed and stamped by Purchaser.

- (2) The original invoice and the document certifying Purchaser's receipt shall be directly sent to Purchaser's financial department.

### 13. Payment conditions

- (1) Unless otherwise stipulated by the Parties, the prices include all costs in connection with the fulfilment of the contract, including but not limited to the cost of transportation and packaging, except when otherwise agreed upon by the parties in the individual contract. Furthermore, the environmental product fee arising in connection with the use of packaging materials on Supplier's part is also contained in the price. Supplier shall give account of all payments settled upon these fees as charged on each of his invoices.
- (2) The deadline for payment shall commence at the point in time when the delivery or service is completely performed, free from any defect and deficiency, i.e. as per agreement, and the invoice duly issued has been received by Purchaser. If, along with the delivery, Supplier is obliged to hand over various credentials, for example confirmation of fulfilment, inspection and test record, quality certificate or any other document, then the delivery or service will be deemed to be performed upon Purchaser's receipt of these credentials. The confirmation of fulfilment shall form an integral part of the invoice in each case, in the absence of which Purchaser will not effect payment. Should Supplier charge additional costs or perform in a faulty or deficient fashion, in that case the payment deadline will be defined as based on the date of rectifying the said deficiencies, which means the date of proper fulfilment or the resolution of cost variances.
- (3) Unless otherwise stipulated, Purchaser shall, within sixty (60) days, remit the countervalue of the invoice - duly issued by Supplier along with all the necessary attachments in accordance with point 12.1 - to Supplier's bank account as indicated on the invoice. Purchaser shall be granted the option of discounted payment on condition that he effects payment of the amount invoiced by Supplier through bank wire within 15, 30 or 45 days calculated from the date of taking receipt of the invoice. Purchaser is granted a discount from the total amount of the invoice amounting – unless otherwise stipulated – to 1.5 % when effecting payment within 14 days, 1 % when effecting payment within 30 days and 0.5 % when effecting payment within 45 days, provided that Purchaser has made mention of such a discount in his invoice or if agreed upon in the individual contract.
- (4) If the invoice issued by Supplier and submitted to Purchaser fails, for whatever reason, to comply with the invoicing requirements as laid down in the terms of this GTC or with the relevant conditions set forth by a separate agreement, then Purchaser is entitled to return such an erroneous or deficient invoice to Supplier. In this case the date of Purchaser's repeated receipt of the invoice corrected and issued in a fully conforming way shall be regarded as the start date of the payment deadline.
- (5) In case of delay in payment Supplier is entitled to charge default interests pursuant to the rules of the Hungarian civil code.

### 14. Confidentiality

- (1) Supplier takes note of the fact that due to the confidential nature of the contractual relationship between Purchaser and Supplier he is obliged to keep strictly secret all data and information, or any document that he was given or became acquainted with on occasion of this cooperation and not to reveal them to any third parties nor to disclose them in whatever way without the prior written consent of Purchaser.
- (2) Supplier is liable to Purchaser for any and all losses incurred by Purchaser or by Purchaser's business partner or by any third party due to Supplier's breach of obligation to maintain secrecy.
- (3) Upon Purchaser's specific request the provisions of the document called "Agreement on Protection of Secrecy" drafted by Purchaser shall apply to all matters in respect of maintaining secrecy, which shall be agreed upon by signature of both parties.

### 15. Cybersecurity Clause

- (4) 1. Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
- (5) 2. "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by Supplier from time to time in the performance of this Agreement.
- (6) 3. Should products or services contain software, firmware, or chipsets:
- (7) (i) Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
- (8) (ii) Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Customer remedying vulnerabilities for the reasonable lifetime of the products and services;
- (9) (iii) Supplier shall provide to Customer a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to Customer;
- (10) (iv) Supplier shall grant to Customer the right, but Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support Customer;
- (11) (v) Supplier shall provide Customer a contact for all information security related issues (available during business hours).
- (12) 4. Supplier shall promptly report to Customer all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent Customer is or is likely to be materially affected.
- (13) 5. Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section.
- (14) 6. Upon Customer's request, Supplier shall provide written evidence of its compliance with this section including generally accepted audit reports (e.g., SSAE-16 SOC 2 Type II).
- (15)
- (16) Optional, if the supplier develops the Product/Software exclusively for Siemens and it is absolutely necessary for Siemens to scan the source code for vulnerabilities itself (from a cybersecurity point of view).
- (17) Note: This addition typically only applies to small/medium suppliers which are no concurrent (major) customer of Siemens.
- (18) 7. Supplier shall provide to Customer all related documentation and the current and readable source code and object code of software developed or converted for Customer.
- (19) 8. Customer has the right to yearly audit or have audited the Supplier's compliance with the provisions of this section at the Supplier's relevant site(s) without cause and, in addition, if Customer has a justified suspicion that Supplier is not in full compliance with those provisions, in each case upon reasonable prior notice.

## 16. Termination, modification and amendment of contracts

- (1) The contract, including its attachments, may exclusively be modified by the written mutual consent of the parties.
- (2) The contract shall terminate upon fulfilment, upon expiry of the definite term, upon Purchaser's withdrawal from or termination of the contract as defined by this GTC, or in line with the provisions laid down in the individual contract.
- (3) In the event of Supplier's gross breach of contract Purchaser is entitled to terminate the contract without notice.

## 17. Insolvency of Supplier

If Supplier is or becomes insolvent, or enters into an agreement with its creditors, or if a receiver is appointed for it, or either party files any petition or application under any bankruptcy laws or acts, or an involuntary proceeding is filed in which a party is named a bankrupt, or he is adjudicated a bankrupt, then Purchaser shall have the right to terminate the contract or to cancel any purchase order based thereupon. In the event of termination, Purchaser is entitled to make use of the facilities established, shipments delivered and services rendered against payment of a reasonable fee.

**18. Proviso clause**

Fulfilment of the contract on the part of Purchaser shall be conditioned on the fact that it shall not be conflicted or impeded by any foreign trading, legal, national or international regulations or embargos (and/or further sanctions).

**19. Provisions relating to export control and foreign trading data**

(1) Supplier is obliged to adhere to all relevant national and international regulations relating to export control, customs clearance and foreign trade (henceforth referred to as "Foreign Trade Regulations") in respect of any product delivered or service rendered under this contract. Supplier shall, within two weeks upon receipt of the order, or - in case of any change - immediately, give notice to Purchaser of any information or data which shall be deemed necessary for ensuring Purchaser's compliance with all the Foreign Trade Regulations of exporting and importing countries (and re-exporting countries in case of re-selling) applicable to products and services. Such data are in particular the following:

- all applicable export list number, including the "Export Control Classification Number" – "ECCN" in accordance with the "U.S. Commerce Control List";
- statistical product code in line with the classification as applied by commercial and statistical product rating and the HS (Harmonized System);
- statement of the country of origin (non-preferential origin) and - upon request of Purchaser - Supplier's statement of preferential origin (in case of European suppliers) or preferential certificate (in case of non-European suppliers).

(2) Should Supplier breach any of these obligations, he will be then obliged to bear all costs and risks which might be incurred by Purchaser, except when it is not Supplier to be held liable for the breach of obligation.

**20. Jurisdiction, applicable law**

(1) Unless otherwise stipulated under the contract, the parties hereto agree to submit any and all legal disputes arising from or in connection with the contract or any part of its general terms and conditions to the exclusive jurisdiction of the court duly defined by the rules enumerating the powers and jurisdictional competence of courts under the Act Nr. III. of 1952 on the code of civil procedure.

(2) To those matters not expressly governed by this GTC, the relevant provisions of the Hungarian civil code shall apply.