

**Szentkirályi Magyarország Kereskedelmi és Termelő****Korlátolt Felelősségű Társaság**

H-1117 Budapest, Gábor Dénes utca 4., Infopark C building,  
5<sup>st</sup> floor, Hungary

company registration number: 01-09-717667

(Hereinafter referred to as "Szentkirályi Magyarország")

**0. Definition of Terms and Abbreviations**

Capitalized terms used herein and in connection with the Contractual Relationship shall, for the purposes hereof and any Contractual Relationship, have the meanings defined hereinbelow:

- **"Civil Code"** shall mean Act V of 2013 on the Civil Code.
- **"Confidential Information"** shall mean any information, data, materials, papers, documents, recordings of oral statements, or any other information and data provided in whatever form by Szentkirályi Magyarország to the Supplier, or otherwise acquired by the Supplier from Szentkirályi Magyarország in connection with these GTCP, any Contractual Relationship, or any Establishment of the Contractual Relationship or in any other manner, which concern
  - i. Any Contractual Relationship and the individual terms and conditions thereof, including the Price,
  - ii. Business and other activities of Szentkirályi Magyarország and/or its owners and/or its affiliated companies and, in particular, their (separate or joint) business or pricing strategies, business and entrepreneurial plans, business partners and business relations, products, manufacturing processes, organization and security of information systems and technology, accounting, tax and other financial data, know-how, intellectual and industrial property rights, intents prior to or after the Establishment of the Contractual Relationship with the Supplier, or any other information, which contains data of a business, financial, production, technical, strategic or other nature and pertains to the enterprise of Szentkirályi Magyarország and/or its owners and/or its affiliated companies, or
  - iii. Other information and business secrets protected in accordance with the provisions of the Act LIV of 2018 on the Protection of Business secrets, which are not publicly known or are not commonly accessible to the public and which Szentkirályi Magyarország treats in a manner clearly manifesting its will to keep such information secret, or any other information explicitly designated as "confidential", whether having a written, oral or other form.
  - iv. Any and all Confidential Information shall remain the property of Szentkirályi Magyarország. Information, which is publicly known at the time of its disclosure to the Supplier or which becomes publicly known after its disclosure to the Supplier due to reasons other than as a result of a breach of the confidentiality or other obligation arising herefrom or the Contractual Relationship on the part of the Supplier, or which was demonstrably known to the

Supplier prior to its disclosure or which the Supplier is obligated to provide to the relevant state authorities, shall not be deemed Confidential Information.

**"Contractual Relationship"** shall mean any purchase contract, contract for work, contract on procurement, or any other contract, agreement or arrangement establishing a contractual relationship between Szentkirályi Magyarország as the recipient of the Performance and the payer of the Price thereof and the Supplier as the provider of the Performance in favour of Szentkirályi Magyarország resulting from the Establishment of the Contractual Relationship. For the purposes hereof, the Contractual Relationship shall also mean an agreement not having a contractual form provided that the Parties sufficiently determine the subject of their obligations therein.

**"Data Protection Regulations"** shall mean Act CXII of 2011 on the Right of Informational Self-Determination, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and on Freedom of Information as amended, or any future generally binding legal regulation replacing the above.

**"Defect Claim" or "Defect Claims"** shall have the meaning defined in Article 6(5) hereof.

**"Delivery Date"** shall mean the date by or before which the Supplier shall be obligated to deliver to Szentkirályi Magyarország the Performance, which is the subject of the relevant Contractual Relationship.

**"Delivery Note/Performance Certificate"** shall mean any written document or handover/acceptance report on the delivery by the Supplier to Szentkirályi Magyarország and on the acceptance of the Performance by Szentkirályi Magyarország from the Supplier, which is the subject of the relevant Contractual Relationship. The

Delivery

Note/Performance Certificate shall include, at minimum, information on the Parties, the delivered Performance, and on the date of delivery.

**"Establishment of the Contractual Relationship"** shall mean

- i. Execution of a written contract, agreement or other arrangement between Szentkirályi Magyarország and the Supplier,
- ii. Acceptance of a written order of Szentkirályi Magyarország by the Supplier in writing and without any reservations, wherein reference is made to these GTCP as being an integral part of such written order,
- iii. Implied acceptance of a written order of Szentkirályi Magyarország by the Supplier in the form of delivery of Performance requested by Szentkirályi Magyarország in the particular order, or
- iv. Written acceptance by Szentkirályi Magyarország of a specific offer of the Supplier.

**"GTCP"** shall mean these General Terms and Conditions of Purchase of Szentkirályi Magyarország, published on January 5, 2017, effective as of January 5, 2017 and modified as of May 8, 2017 and December/1, 2019.

**"Intellectual Property Rights"** shall mean any copyright and copyright-related rights, which are subject to protection pursuant to the applicable legal regulations of Hungary or any other relevant legal order, including Act LXXVI of 1999 on Copyright, Act XXXIII of 1995 on the Patent Protection of Inventions, Act XI of 1997 on the Protection of Trademarks and Geographical Indications, Act XLVIII of 2001 on the Legal Protection of Designs, Act XXXVIII of 1991 on the Legal Protection of Utility Models, as well as analogous legislation of the European Union in its valid wording.

**"Invoice"** shall have the meaning defined in Article 3(5) hereof.

**"Maturity Period"** shall have the meaning defined in Article 3(10) hereof.

**"Notification of Defects"** shall have the meaning defined in Article 6(4) hereof.

**"Party"** or **"Parties"** shall mean Szentkirályi Magyarország and/or the Supplier.

**"Performance"** shall mean performance of any kind or character, sale of goods or products, regardless of the nature of the Performance, rendered by the Supplier under the terms and conditions agreed between the Supplier and Szentkirályi Magyarország within the relevant Contractual Relationship.

**"Period for the Remedy of Defects"** shall have the meaning defined in Article 6(5) hereof.

**"Place of Performance"** shall mean the registered office/premises of Szentkirályi Magyarország entered in the company registry as of the date of completion of the Performance, unless another place of performance is explicitly agreed in connection with the relevant Contractual Relationship.

**"Price"** shall have the meaning defined in Article 3 hereof.

**"Supplier"** shall mean a natural person or a legal entity who or which is in a Contractual Relationship with Szentkirályi Magyarország as seller, provider of any services, contractor of any work, or the supplier of any products, services, work, as well as of other goods or commodities.

**"Supplier's Account"** shall mean an account of the Supplier maintained by a bank indicated in the respective Contractual Relationship.

**"Szentkirályi Magyarország"** shall mean Szentkirályi Magyarország Kereskedelmi és Termelő Kft., a legal entity established in the legal form of a limited liability company in accordance with the legislation Hungary, with registered office at 1117 Budapest, Gábor Dénes utca 4., Infopark C building, 5st floor, Hungary, company registry number: 01-09-717667, tax identification number (TAX ID No.) 13079026-2-44.

• **"Szentkirályi Magyarország Personal Data"** shall have the meaning defined in Article 8(3) hereof.

## 1. Introductory Provisions

- 1.1. These GTCP constitute an integral part of the binding terms and conditions of any Contractual Relationship between Szentkirályi Magyarország and any Supplier within the meaning of the provisions of Chapter V Section XV of the Civil Code.

- 1.2. Any divergent arrangements agreed under the Contractual Relationship shall take precedence over the wording hereof.
- 1.3. By the Establishment of the Contractual Relationship, the Supplier confirms to be a legal entity duly founded and existing under the laws of Hungary possessing a business authorization in accordance with the laws of Hungary permitting the Supplier to carry out business activities in the extent necessary for the due fulfillment of the Supplier's obligations arising from the relevant Contractual Relationship. The Supplier further affirms to be duly authorized to execute the Establishment of the Contractual Relationship, as well as to fulfill the obligations arising therefrom, the Supplier declares that the Establishment of the Contractual Relationship is not in contradiction with any of the Supplier's legal or contractually assumed obligations and avouches to be competent to render the Performance being the subject of the relevant Contractual Relationship in a due and timely manner.
- 1.4. These GTCP, the Contractual Relationship, the rights and obligations of the Parties conditioned by or arising from the Contractual Relationship, including any matters explicitly not conditioned herein or under the Contractual Relationship, shall be governed by the applicable legal regulations of Hungary, namely by the Civil Code. Pursuant to the provisions of the Act III of 1952 and Act CXXX of 2016 on the Civil Procedure Code, the general court exercising venue jurisdiction over Szentkirályi Magyarország shall be competent to resolve any and all disputes arising from the Contractual Relationship.

## 2. Performance

- 2.1. The subject of Performance shall be at all times specified in writing with respect to the relevant Contractual Relationship.
- 2.2. The Supplier's Performance shall be rendered at the Place of Performance by or before the Delivery Date and shall be deemed completed based on a written confirmation by Szentkirályi Magyarország of the relevant Delivery Note/Performance Certificate.
- 2.3. Pecuniary performance on the part of Szentkirályi Magyarország shall be effected within the Maturity Period to the Supplier's Account and shall be deemed fulfilled at the moment the Price is debited from the account of Szentkirályi Magyarország in favour of the Supplier's Account.
- 2.4. The Parties undertake to closely cooperate with each another, in particular, to provide complete, true and timely information required for the due fulfillment of their obligations and, in the event of any substantial changes of the circumstances that affect or may affect the fulfillment of their obligations arising from the

Contractual Relationship, the affected Party shall notify the other Party of such change without unnecessary delay, however, not later than within seven (7) days following the date on which such change occurred.

- 2.5. In order to ensure the optimum fulfillment of their obligations arising from the Contractual Relationship, the Parties shall perform their obligations in a due and timely manner to avoid any default in the fulfillment of the same. Should any of the Parties become aware of any imminent default or find themselves in default in the fulfillment of their obligations, the Party in default shall immediately notify the other Party of the reason and of the estimated date and manner of remedy of the same.
- 2.6. The Parties commit themselves to fulfill their obligations arising from the Contractual Relationship in compliance with any and all applicable generally binding regulations and standards.
- 2.7. None of the Parties shall be liable for any default resulting from any delay in the fulfillment of the corresponding obligations by the other Party.
- 2.8. Should any circumstances arise during the execution of the Contractual Relationship and should they imply, due to whatever reason, that it would be advisable to change any substantial parts of the Contractual Relationship, i.e. Delivery Date, Maturity Period, Price, subject of Performance, etc., the Party experiencing or becoming first aware of such circumstances shall immediately send a written notice to the other Party, in which the Party will request the other Party to negotiate changes to the terms and conditions of the Contractual Relationship and append a draft of the concrete changes to the wording of the relevant terms and conditions of the Contractual Relationship, including the justification of the same. To become valid and effective, any changes of a Contractual Relationship shall be approved by the Parties in writing.
- 2.9. The Supplier may subcontract a part of (in exceptional cases subject to a prior written agreement with Szentkirályi Magyarország also the entire) Performance, i.e. the Supplier may fulfill the obligations arising from the Contractual Relationship through third parties. Whereas the previous written consent of Szentkirályi Magyarország expressed either upon the Establishment of the Contractual Relationship or separately at a later date shall be required. In such a case, the Supplier shall be liable for and shall ensure that any and all obligations arising from the Contractual Relationship are fulfilled by the subcontractors as though the Performance were rendered by the Supplier. When the Supplier is in default in the payment of the price of a specific sub-delivery to a particular subcontractor, Szentkirályi Magyarország shall be entitled but not obligated to settle the price of the sub-delivery to the subcontractor directly instead of the Supplier, however, only after discussing the reason of such default with the Supplier.

In such an event, Szentkirályi Magyarország shall have the right to set off any amount paid in this manner to the subcontractor against the Price, which Szentkirályi Magyarország is obligated to pay to the Supplier for the Performance. Szentkirályi Magyarország shall inform the Supplier of such settlement of the price of the subdelivery without undue delay after effecting the payment.

### 3. Price & Payment Terms

- 3.1. Unless expressly agreed otherwise by the Parties, the Price shall be denominated in Hungarian Forints (HUF).
- 3.2. The Price shall be agreed by the Parties in each individual Contractual Relationship or it shall be based on the mutually agreed pricelists of the Supplier ("**Price**").
- 3.3. The Price shall not include value added tax (VAT). Value added tax shall be charged in the amount and rate determined according to the regulations valid as of the date of issue of the relevant Invoice.
- 3.4. Unless stipulated otherwise herein or in connection with each individual Contractual Relationship, any compensation of travel expenses, accommodation costs, transportation costs, as well as other costs or expenses expended by the Supplier in relation to the Performance shall be deemed included in the Price.
- 3.5. The Supplier shall have the right to issue an invoice for the Performance ("**Invoice**") only the Performance has been accepted by Szentkirályi Magyarország by way of executing the Delivery Note/Performance Certificate.
- 3.6. Advance payments shall be permitted in exceptional cases and only based on an explicit written agreement of the Parties. The provisions hereof on the payment of the Price shall reasonably apply to the billing and settlement of advance payments.
- 3.7. The Invoice shall meet any and all requirements for accounting and tax documents stipulated by valid legal regulations. Each Invoice shall be appended with a copy of the Delivery Note/Performance Certificate pertaining to the Performance, the Price of which is invoiced.
- 3.8. Each Invoice shall contain the specific Szentkirályi Magyarország SAP order number and shall be sent to the billing address H-1117 Budapest, Gábor Dénes u. 4., Infopark C building, 5<sup>th</sup> floor; or by electronic means to the e-mail: penzugy@szentkiralyi-kekkuti.hu.
- 3.9. If an Invoice does not satisfy the requirements agreed herein or under the individual Contractual Relationship, Szentkirályi Magyarország shall have the right to return such Invoice to the Supplier with a specification of the

deficiencies thereof. In such a case, the Maturity Period of the returned Invoice shall not run. The Maturity Period shall commence no earlier than upon the delivery of an Invoice fully satisfying the agreed requirements.

3.10. The Supplier shall issue an Invoice no sooner than on the date of the written confirmation by Szentkirályi Magyarország of the Delivery Note/Performance Certificate pertaining to the Performance, the Price of which is invoiced. The Maturity Period of the invoiced Price and of any other amounts invoiced by the Supplier shall be sixty (60) calendar days and shall commence on the latest of the below specified dates ("**Maturity Period**"):

- a) Date of the handover to and acceptance of the Performance by Szentkirályi Magyarország, or
- b) Date of delivery of the Invoice to Szentkirályi Magyarország, or
- c) Date of delivery of a corrected or newly issued Invoice, if the original Invoice was returned by Szentkirályi Magyarország to the Supplier for the correction of deficiencies or for the issue of a new faultless Invoice before the expiry of a 60-day period, which shall commence on the latest of the dates indicated hereinabove under Letters (a) or (b).

3.11. The payment of any invoiced amounts and the Price shall be effected by bank transfer on working days. When the last day of the Maturity Period falls upon a weekend or a bank holiday and if Szentkirályi Magyarország pays the invoiced amount on the first following working day, Szentkirályi Magyarország shall not be in default in the fulfillment of its payment obligation. Payments shall be effected to the Supplier's Account agreed in the Contractual Relationship or notified by the Supplier by means of a special prior written notice (the mere indication of a new bank account and address on an Invoice shall be deemed insufficient). Should the Supplier fail to meet this notification obligation, Szentkirályi Magyarország shall not be in default in the payment of the invoiced amounts, including the Price. The invoiced amounts shall be deemed paid at the moment they are debited from the account of Szentkirályi Magyarország.

#### 4. Delivery Terms & Conditions

- 4.1. The Supplier shall deliver the Performance to the Place of Performance based on a written notice from Szentkirályi Magyarország indicating that Szentkirályi Magyarország is ready for physical takeover, however, no later than by the Delivery Date. The term of delivery shall be "DAP Place of Performance" (Incoterms 2010) for deliveries within the European Union, or "DDP Place of Performance" (Incoterms 2010) for deliveries outside the European Union.
- 4.2. The delivery of a Performance shall be preceded by a verification of the completeness of the data of

Szentkirályi Magyarország by the Supplier and the Supplier is obliged to carry out all verification processes required by the character of the Performance.

- 4.3. Szentkirályi Magyarország shall have the right to reject the acceptance of any Performance if Szentkirályi Magyarország considers that the Performance is not, in any respect, in compliance with the conditions of and the requirements for the Performance agreed in the relevant Contractual Relationship, in particular, if (i) the Performance is not in the agreed quantity, quality and workmanship, (ii) it has not been packed or prepared for transportation in the agreed manner, or it has not been packed or prepared in a usual or adequate manner, where the manner of packaging or preparation for transportation has not been agreed, or (iii) when the documents required for the acceptance or use of the Performance or the documents defined in the Contractual Relationship are not delivered together with the Performance, or (iv) if such documents do not correspond to the terms and conditions agreed under the relevant Contractual Relationship. Szentkirályi Magyarország shall be entitled to reject the acceptance of the Performance also if (v) the Performance does not correspond to the result specified in the Contractual Relationship. In such cases, Szentkirályi Magyarország shall have the right to rescind the Contractual Relationship, and to demand compensation from the Supplier of damage inflicted as a result of any delay in the delivery of the Performance or, should Szentkirályi Magyarország not rescind the Contractual Relationship, demand the Supplier to remedy any identified deficiencies. The Supplier shall be obligated to remedy such deficiencies without undue delay, however, no later than within the Period for the Remedy of Defects (see Article 6(5) hereof), unless the Parties expressly agree otherwise. Subsequently, Szentkirályi Magyarország shall carry out a repeated inspection of the Performance. When the specified deficiencies have been remedied and the subject Performance is in compliance with the terms and conditions of the Contractual Relationship, Szentkirályi Magyarország shall sign the Delivery Note/Performance Certificate.
- 4.4. The obligation of the Supplier to conduct training for Szentkirályi Magyarország employees or other individuals shall be deemed fulfilled upon the execution by Szentkirályi Magyarország of a written report on completed training.
- 4.5. Should the Supplier provide any Performance on the registered office/premises of Szentkirályi Magyarország, the Supplier shall observe Szentkirályi Magyarország internal guidelines regulating e.g. occupational health and safety,

environmental protection and fire protection, which shall be made available to the Supplier for familiarization in each specific case.

## 5. Ownership Rights, Right of Use of Work & Passing of Risk of Damage

- 5.1. The ownership title to the Performance shall pass to Szentkirályi Magyarország upon the date of handover/acceptance of the Performance, unless otherwise agreed by the Parties.
- 5.2. The right to use the Performance or a part thereof ("**Right of Use**"), which is protected under regulations on the protection of intellectual property, shall pass to Szentkirályi Magyarország as of the date of handover/acceptance of such Performance pursuant to Article 2(2) hereof. Unless additional conditions for the lawful exercise of the Right of Use are stipulated by regulations on the protection of intellectual property, the Right of Use shall pass to Szentkirályi Magyarország to the full extent to which the relevant regulations permit the exercise of the Right of Use for the Supplier or to the extent transferred by the author or other party who possesses the intellectual property right.
- 5.3. The Supplier agrees that, in relation to any Performance or a part thereof, the Supplier obtains (for example, in connection with the labelling of products or services) for Szentkirályi Magyarország in accordance with the relevant regulations all relevant Right of Use associated with the Performance and necessary for the operation and use of the same. Failing to do so, the Supplier shall compensate in full any and all damages inflicted upon Szentkirályi Magyarország as a result of the Supplier's breach of this obligation.
- 5.4. With respect to Performance constituting intellectual property or author's work, the Supplier shall grant or assign to Szentkirályi Magyarország an exclusive license lawfully obtained from the author of such, in particular:
  - a) For all forms of use of the intellectual property or author's work as a whole or any part thereof;
  - b) in an unlimited extent and for an unlimited period the Right of Use on the territory of any country throughout the world;
  - c) to transfer the Right of Use, in whole or in part, to a third party, to sub-license the work, in whole or in part to a third party, whether with or without other rights thereby obtained by Szentkirályi Magyarország from the Supplier, and with the right of the third party to further assign the license or to grant a sublicense. Unless explicitly agreed otherwise within a Contractual Relationship, the Right of Use shall be granted and/or assigned free of charge by

the Supplier.

- 5.5. The risk of damage associated with the Performance shall pass to Szentkirályi Magyarország on the date of the due handover/acceptance of such Performance.

## 6. Quality Warranty & Liability for Defects

- 6.1. The Supplier undertakes that the Performance in full compliance with the conditions of and the requirements on the Performance agreed under the relevant Contractual Relationship, in particular, that it is delivered in the agreed quantity, quality and workmanship, packed and prepared for transportation in the agreed manner and that the documents necessary for the acceptance and use of the Performance or the documents stipulated within the Contractual Relationship are delivered together with the Performance.
  - 6.2. The Supplier undertakes that the Performance is fully fit for the agreed purpose of use, is functional according to all provided documentation and that the Performance maintains its agreed properties throughout the warranty period, which starts by the handover/acceptance of Performance to Szentkirályi Magyarország, and unless otherwise agreed by the Parties lasts at least until the period set out in the regulations applicable regarding the Performance.
  - 6.3. The Supplier shall be liable for defects in the Performance in compliance with the provisions of the Civil Code, unless these GTCP or the Contractual Relationship provides otherwise.
  - 6.4. Szentkirályi Magyarország shall exercise its warranty rights by a written notification of the defects in the Performance, delivered to the Supplier no later than on the last day of the warranty period ("**Notification of Defects**").
  - 6.5. In case of delivery of a defective Performance, Szentkirályi Magyarország may exercise one or more of the following claims against the Supplier:
    - a) demand the remedy of defects free of any charge no later than within 5 calendar days from the delivery of the Notification of Defects to the Supplier ("**Period for the Remedy of Defects**"), in case the defects can be remedied, namely by requesting the delivery of a faultless Performance, or the delivery of missing Performance or of any missing part thereof;
    - b) demand the replacement of the defected Performance, provided that the Performance is replaceable;
    - c) demand a reasonable discount from the Price of the Performance, however, of not less than 5% of such Price;
    - d) terminate the Contractual Relationship by rescission;
- (hereinafter individually referred to as "**Defect Claim**" and

collectively as "**Defect Claims**").

- 6.6. Szentkirályi Magyarország shall notify the Supplier of the selected Defect Claim in the Notification of Defects. Szentkirályi Magyarország shall be entitled to change in written form the selected Defect Claim asserted in the Notification of Defects without the approval of the Supplier until the Supplier starts to remedy the defects. The Supplier shall provide Szentkirályi Magyarország a confirmation indicating the date of delivery of the Notification of Defects by Szentkirályi Magyarország to the Supplier, as well as the execution and the manner of remedy of the defect and the duration thereof. Should the Supplier fail to remedy the defects within the Period for the Remedy of Defects, Szentkirályi Magyarország shall have the right to (i) a default penalty in the amount of 1 % of the Price for each day after the end of the Period of Remedy of Defects, which amount of penalty cannot be more than the 20 % of the Price, unless the characteristics of the Performance requires a bigger amount of penalty or (ii) terminate the Contractual Relationship and demand the payment of a contractual penalty in the amount of 20 % of the Price of the Performance. Szentkirályi Magyarország is entitled to the compensation of damages exceeding the amount of the penalty.
- 6.7. In case the Defect Claim is settled by means of any of the options indicated under Article 6(5)a), a new warranty period starts for the same length as the original warranty period for the new or repaired Performance or the new or repaired part thereof on the date of delivery, unless the Parties agree otherwise.
- 6.8. When Szentkirályi Magyarország exercises any of the Defect Claims set out in Article 6(5)(a) hereinabove and if, within the Period for the Remedy of Defects, the defects of the Performance prove non-remediable within the Period for the Remedy of Defects, the Supplier shall notify Szentkirályi Magyarország of this fact in writing and without undue delay, however, no later than within 2 calendar days from the day on which the Supplier became aware of the same. In case of such non-remediable defect, Szentkirályi Magyarország shall have the right to exercise any of the Defect Claims set out in Article 6(5)(b), (c), (d).
- 6.9. The defect may be considered a non-remediable defect if such defect occurs repeatedly after at least one completed repair of the Performance or any part thereof (including the replacement of a part of the Performance). Any Performance made from a material other than the material explicitly agreed or otherwise bindingly specified or with the aid of a technological process other than technological process bindingly specified, or having a defect, the removal of which would impair the functionality, appearance or the quality of the Performance shall be deemed to possess a non-remediable defect. If Szentkirályi Magyarország

does not exercise the minimum discount indicated Article 6(5)(c) hereinabove, the amount of such reasonable discount shall be agreed upon by the Parties. When an agreement on discount amount is not reached within 10 working days of the delivery of the Notification of Defects to the Supplier, Szentkirályi Magyarország shall be entitled to:

- a) Choose another Defect Claim; or, if Szentkirályi Magyarország insists on the provision of a discount,
- b) obtain an assessment of the reasonable discount from an independent expert selected by the Parties.

In case the expert opinion declares that the Defect Claim of Szentkirályi Magyarország is legally grounded, the expert fee shall be borne solely by the Supplier, otherwise it shall be borne by Szentkirályi Magyarország. The Supplier and Szentkirályi Magyarország shall cooperate with each other as necessary to ensure a swift and objective assessment of the reasonable discount. The foregoing agreed procedure shall not affect the right of Szentkirályi Magyarország to exercise any of its claims through court or arbitration.

The Supplier undertakes to reduce the Price of the applicable Performance by applying the discount assessed by the expert.

- 6.10. In the event of exercising any Defect Claim, Szentkirályi Magyarország shall be entitled to the compensation of costs and expenses incurred by Szentkirályi Magyarország in connection with asserting a Defect Claim or Defect Claims, as well as to the compensation of its damage as a result of defects of any Performance.
- 6.11. Szentkirályi Magyarország shall not be obligated to pay the Price of the defective Performance, whether in full or in part, and the Supplier shall not be entitled to demand the payment thereof before the delivery of a defect-free Performance or before the conclusion of an agreement on a reasonable discount.

## 7. Communication & Notices

- 7.1. The Parties shall communicate with each other either in writing to the addresses, or e-mail addresses agreed in the Contractual Relationship via their authorized representatives. Individual orders arising from a framework contract may also be sent by way of electronic data exchange.
- 7.2. Any and all documents shall be delivered to the other Party to the address of its registered office entered in the company register as of the date of sending thereof, to e-mail addresses notified by the Parties in writing as and e-mail addresses designated for delivery, unless the Parties agree otherwise in the relevant Contractual Relationship. The delivery shall be deemed effected:
- a) In case of personal delivery or delivery via a messenger service, on the day confirmed in writing by the other Party as the date of

- acceptance of the delivery;
- b) in case of registered mail with advice of delivery, on the date of delivery stated therein,
- c) in case of e-mail communication, on the day stated in the return e-mail message confirming the delivery of the e-mail to the e-mail address of the other Party. The documents may also be sent to an e-mail address notified by one of the Parties to the other Party in writing for the purpose of communication.

7.3. The amendment of the Contractual Relationship, shall be exclusively delivered in person, via a messenger service or by registered mail with advice of delivery.

## 8. Protection of Confidential Information & Personal Data

- 8.1. The Supplier shall treat Confidential Information as a business secret, in particular, the Supplier shall maintain the confidentiality of and take any and all measures to prevent the abuse or disclosure of Confidential Information, and shall not disclose Confidential Information in any form (including oral) to any third party or any of its workers, employees or consultants who are not bound by an obligation of confidentiality in writing at least to the same extent as the confidentiality obligation of the Supplier stipulated herein.
- 8.2. The Supplier shall bind in writing all employees, other workers, advisors, consultants and contractual partners, whom the Supplier, with the prior written consent of Szentkirályi Magyarország, invites to any dealings with Szentkirályi Magyarország.
- 8.3. Should the Supplier in connection herewith or with any Contractual Relationship obtain personal data or parts thereof processed by Szentkirályi Magyarország or otherwise associated with Szentkirályi Magyarország ("**Szentkirályi Magyarország Personal Data**"), the Supplier undertakes, in respect of such data, to fulfill or to ensure the fulfillment of all duties ensuing from the relevant Data Protection Regulations, and to obtain all required consents. The Supplier may not release itself from this obligation. When the performance of the Contractual Relationship requires the fulfillment of the reporting duties pursuant to the Data Protection Regulations, the performance of the Contractual Relationship shall be suspended until such duties have been duly fulfilled. Both Parties commit themselves to fully cooperate in order to allow the Supplier to fulfil its reporting duties.
- 8.4. The Supplier undertakes to ensure, especially when, in connection with the performance of the Contractual Relationship, the Supplier's employees in charge or consultants and/or other persons collaborating with the Supplier come into contact with Szentkirályi Magyarország Personal Data, that Szentkirályi Magyarország Personal Data are not exposed to unauthorized or accidental access, change, destruction or cancellation, unauthorized transmission,

unauthorized use or processing and/or to use other than in compliance with any and all applicable legal regulations and namely the Data Protection Regulations. The Supplier shall be fully liable for any violation of this obligation with respect to Szentkirályi Magyarország Personal Data on the part of any persons.

- 8.5. For the violation of the obligations set out herein, the Supplier shall pay to Szentkirályi Magyarország a penalty amounting to 10% of the Price of the Performance. Where the violation involves multiple Performances, the penalty shall be calculated from the total sum of the Prices of the affected Performances.
- 8.6. The Supplier shall ensure that Confidential Information is kept confidential throughout the term of any Contractual Relationship with Szentkirályi Magyarország and thereafter until the expiry of a period of 5 years from the termination thereof. Szentkirályi Magyarország shall have the right to request the Supplier to document the sufficiency of the measures adopted for the purpose of maintaining the secrecy of Confidential Information and protecting Szentkirályi Magyarország Personal Data.
- 8.7. In the event of termination of the Contractual Relationship, the provisions on the protection of Confidential Information and Szentkirályi Magyarország Personal Data hereunder shall not be affected thereby, unless explicitly agreed otherwise by the Parties.

## 9. Compensation for Damage

- 9.1. The Parties shall be liable for inflicted damage caused by their culpable conduct in accordance with the applicable legal regulations, these GTCP and the terms and conditions of the relevant Contractual Relationship. The Parties commit themselves to exert maximum effort in order to avoid any damage and to minimize the extent thereof.
- 9.2. Szentkirályi Magyarország shall not be liable for damage inflicted in consequence of demonstrably materially incorrect or otherwise erroneous instruction received from the Supplier. To the extent permitted by the applicable legal regulations, Szentkirályi Magyarország shall not be liable towards the Supplier for any indirect, and consequential damage. The amount of compensation of any damage inflicted by Szentkirályi Magyarország upon the Supplier in connection with any Contractual Relationship shall be limited in each case to a maximum amount equal to the Price under the Contractual Relationship, in relation to which the damage was incurred.
- 9.3. Szentkirályi Magyarország shall not be liable for any delay on its part resulting from the Supplier's default in the non-fulfilment of its obligations.
- 9.4. The Supplier hereby undertakes on its own account to defend, indemnify and compensate any loss, directly or

indirectly concerning or ensuing from any injury to health (including death) occurring in the course of work carried out by the Supplier on the registered office/premises of Szentkirályi Magyarország, with the exception of cases when Szentkirályi Magyarország is solely liable for such injury (including death).

## 10. Circumstances Excluding Liability - Force Majeure

- 10.1. None of the Parties shall be liable for any default in the fulfillment of their obligations caused by circumstances excluding liability (force majeure).
- 10.2. Each Party undertakes to notify the other Party without delay of any circumstances excluding liability that inhibit the due fulfillment of its obligations under the Contractual Relationship. The Parties commit themselves to exert maximum effort in order to overcome circumstances excluding liability.

## 11. Sanctions

- 11.1. In the event of default in the payment of any pecuniary amount, the Party in default shall pay to the other Party default interest of the amount set out by the relevant provisions of the Civil Code due for each day of such delay.
- 11.2. The existence of the entitlement to penalty shall not affect the entitlement of Szentkirályi Magyarország to demand from the Supplier the compensation of damage in addition to the penalty.

## 12. Validity and Effect

- 12.1. These modified GTCP shall become valid and effective on 8 May 2017 and shall apply to all Contractual Relationships established after this date.
- 12.2. The Contractual Relationship shall become valid and effective upon the date of Establishment of the Contractual Relationship, unless agreed otherwise by the Parties.
- 12.3. In addition to the grounds for termination conditioned by the Civil Code and/or incorporated herein and unless agreed otherwise by the Parties, the Contractual Relationship may be terminated prematurely:
- a) By a written agreement of the Parties, which, as a rule, also includes the settlement of mutual liabilities and receivables;
  - b) By terminating the Contractual Relationship by a written notice of rescission
    - i. In the event of a material breach of the obligations arising from the Contractual Relationship;
    - ii. In the event of an immaterial breach of obligations, the Contractual Relationship may only be terminated by rescission if the Party in breach, despite being notified in writing by the entitled Party, fails to remedy such a breach within a

reasonable period or if the other Party breaches any of its obligations under a particular Contractual Relationship at least for the second time;

- c) By written notice of termination of the Contractual Relationship by rescission, the grounds being the initiation of insolvency proceedings with respect to the Supplier or, or the award of a decision on the dissolution or liquidation of the Supplier. The rescission shall be effective as of the date of receipt of the written notice of termination, unless a later date is specified therein.
- 12.4. A material breach of the Supplier's obligations arising from the Contractual Relationship shall namely include:
- a) Default in the fulfillment of non-pecuniary liabilities exceeding seven (7) calendar days and any default in the fulfillment of pecuniary liabilities exceeding sixty (60) days;
  - b) Breach of any of the Supplier's obligations stipulated in Article 5 hereof;
  - c) Breach of any of the Supplier's obligations laid down in Article 6 hereof, of which Szentkirályi Magyarország has notified the Supplier at least twice in writing and which, in spite of such notice, the Supplier has failed to remedy.
  - d) Breach of any of the Supplier's obligations stipulated in Article 8 hereof.

## 13. Concluding Provisions

- 13.1. The Supplier shall not have the right to transfer or assign the rights or obligations arising from the Contractual Relationship without the prior written consent of Szentkirályi Magyarország. Szentkirályi Magyarország shall have the right, without the Supplier's consent, to transfer or assign any rights or obligations arising from the Contractual Relationship to any of its affiliated companies.
- 13.2. The Supplier grants its consent to Szentkirályi Magyarország to set off any of its due claims from the Supplier against any due claims of the Supplier against Szentkirályi Magyarország. Whereas Szentkirályi Magyarország shall notify the Supplier of any such set-off of mutual claims.
- 13.3. The Supplier undertakes not to assign, without the prior written consent of Szentkirályi Magyarország, any of its rights arising from the Contractual Relationship or herefrom (including any pecuniary receivables from Szentkirályi Magyarország) to a third party and not to encumber such rights by a lien or other right in favor of third parties, at all times subject to the sanction of the invalidity of such legal act.
- 13.4. Where the reason for invalidity only relates to a certain provision of the Contractual Relationship or these GTCP,



only that particular provision shall be invalid, unless it is clear from the nature or the content of such provision or the circumstances under which it was agreed or stipulated that it cannot be separated from the other content and the significant provisions of the Contractual Relationship or these GTCP.

- 13.5. All counterparts of a contract, agreement, accepted order of Szentkirályi Magyarország or any other deed establishing the Contractual Relationship shall be equally valid as originals.
- 13.6. These GTCP are executed in Hungarian and English. In the event of any discrepancy among the Hungarian and the English language versions, the Hungarian version shall prevail.
- 13.7. These GTCP are binding for Szentkirályi Magyarország and the Supplier as an integral part of the Contractual Relationship. By signing a Contractual Relationship, the Supplier accedes to these GTCP.
- 13.8. The Supplier declares that it does not consider itself to be a weaker party compared to Szentkirályi Magyarország and that it was able to familiarize itself herewith, that it understands the content hereof and intends to be bound hereby, and that any and all contractual provisions have been duly discussed with Szentkirályi Magyarország.
- 13.9. **These GTCP are available on the website [www.szentkiralyi.hu](http://www.szentkiralyi.hu), [www.kekkuti.hu](http://www.kekkuti.hu) and [www.theodora.hu](http://www.theodora.hu) and they are valid as of the publication of its latest modification on December 1, 2019. If any amendments are made to these GTCP, the new full wording along with the date of validity and effect thereof shall be published on the same website.**