

GENERAL TERMS AND CONDITIONS Purchasing

These General Terms and Conditions ("GTC") applies to contracts for the procurement and purchase of parts, products and equipment (hereinafter together referred to as the "Goods") concluded by **InduComp Electronic Components Korlátolt Felelősségű Társaság** as a buyer ("Buyer") within the scope of its manufacturing activities, and covers the rights and obligations of the contractual partners ("Supplier") that enter into such contracts with the Buyer (the Buyer and the Supplier are hereinafter together referred to as the "Parties").

These GTC shall enter into force on 1. October 2022 and shall become part of the individual contracts concluded after its entry into force.

The Buyer shall provide access to these GTC by publishing them on its website.

These GTC shall become part of the individual contract concluded between the Buyer and the Supplier with the Supplier's statement of acceptance contained therein.

Buyer's data:

Name: InduComp Electronic Components Korlátolt Felelősségű Társaság

Registered seat: 2890 Tata, Molnár utca 5.

Company registration number: 11-09-029875

Court of Registration: Court of Registration of the Regional Court of Tatabánya

Tax number: 32078684-2-11 (EU: HU32078684)

Officers authorized to solely represent the Company:

Mónika Holczinger, Managing Director

György Batta, Managing Director

Bank account:

(HUF) HU58 10103623-27846000-01006000

(EUR) HU57 10103623-27846000-01006309

(USD) HU03 10103623-27846000-01006990

MKB Bank Zrt, Szent Borbála tér 6. 2800-Tatabánya

Swift (BIC): BUDAHUHB

E-mail: info@inducomp.hu

Tel.: +36 34-586-780

Fax: +36 34-586-781

Correspondence address: 2892 Tata, Pf. 246.

Website: <https://inducomp.hu>

1. Conclusion of the Contract

1.1. Offer

A legal declaration to conclude a contract shall be deemed to be an offer if it clearly expresses the intention to conclude the contract and covers the material terms of the contract. Material terms of the contract include the name and quantity of the Goods, the delivery date and the determination of the purchase price. The offer is only valid in writing.

1.2. Effectiveness of the Offer

The offer becomes effective when it has been demonstrably received by the recipient. The commitment to the offer shall start when the offer becomes effective. The offeror may determine the period of commitment in its offer.

1.3. Termination of the commitment to the offer

The commitment to the offer shall terminate if the offeror cancels its offer by means of a written legal statement to the addressee, provided that the cancellation is received by the addressee before the statement of acceptance is sent. The commitment to the offer shall also terminate if the addressee rejects the offer by a written legal statement.

1.4. Acceptance of the Offer.

An offer shall be deemed accepted if it is accepted by the addressee with a written legal statement without changing its content. The statement of acceptance shall take effect upon receipt by the offeror.

1.5. New offer

It shall be deemed a new offer if the addressee makes a different or additional legal statement to the offeror on any issue included in the offer.

2. Conclusion of the Contract, Subject of the Contract

2.1. The contract shall be concluded between the Parties upon acceptance of the offer. In the case of a framework contract, the contract is concluded by accepting (confirming) the order.

2.2. Subject of the Contract

The subject of the contract is determined on the basis of the name, product number, quantity, delivery date and method, as well as the payment terms. Performance shall be deemed contractual if the Goods

- (a) meet the conditions and quantity requirements specified in the contract or order,
- (b) have the characteristics that the Supplier has presented to the Buyer as a sample,
- (d) have been delivered to the Buyer in the agreed manner and by the agreed date.

2.3. Supplier is not entitled to deliver a replacement product unless with the Buyer's express prior written consent. Buyer is entitled to request a modification concerning the external design and specification of the Goods. Should such a change affect the delivery date or the agreed price, the modification shall be subject to the mutual agreement of the Parties.

3. Performance of the Contract, Delivery and Acceptance of the Goods

3.1. Supplier shall supply and deliver the Goods in the quantity specified in the contract/order and in accordance with the prior agreement of the Parties, properly stored and packaged. If the Parties do not agree on a specific packaging or transport method, the Supplier is entitled – at its own risk, and in compliance with Clause 3.2 – to determine the appropriate method of packaging and transport.

3.2. Packaging must be suitable for preserving the integrity of the goods during shipping and storage. Supplier shall be liable for any damage arisen as a result of improper packaging.

3.3. Unless otherwise agreed, the delivery terms shall be DDU, and, unless otherwise specified by the Buyer, the place of delivery shall be: H-2890 Tata, Molnár utca 5.

3.4. Supplier shall notify the Buyer in a manner certified by an appropriate document (e.g. delivery note, bill of lading) - unless otherwise agreed, reasonably in advance of the delivery - when and where the Goods will be delivered to the Buyer.

3.5. Supplier shall inform the Buyer in advance about the essential properties of the Goods and any important requirements applicable to the Goods.

4. Investigation of the Goods

4.1. Buyer shall immediately check the quantity and any damage of each shipment. If the packaging is visibly damaged, the Buyer shall check the contents of the damaged package item by item. The Buyer shall check the quality of the Goods within 15 calendar days after receipt. Random inspection is accepted if at least 10% of the quantity of Goods received has been inspected by the Buyer. Unless otherwise agreed, the place of the quality and quantity inspection shall be the Buyer's seat.

4.2. Buyer shall accept partial performance exclusively subject to a separate written agreement of the Parties on this.

4.3. In the case of goods ordered according to an individual order or according to special conditions/parameters, Supplier shall provide the Buyer with at least one sample before series production/series delivery, the acceptance of which shall be notified by the Buyer to the Supplier in writing within 15 calendar days of receipt. In the event of any defect in the sample, the Buyer shall notify the Supplier in writing and the latter shall immediately deliver an appropriate new sample to the Buyer. If Supplier fails to provide an appropriate sample to the Buyer within 3 weeks after the notification of the defect, the Buyer may rescind the contract.

4.4. Supplier shall subject the Goods delivered to the Buyer to an appropriate inspection in advance according to the Inspection Schedule agreed on with the Buyer. The Buyer may, upon request, participate in the inspection and, upon Buyer's request, Supplier shall provide a description of the inspection (audit) to the Buyer.

5. Packaging, labelling

Unless otherwise agreed by the Parties, the costs of transport and packaging shall be included in the purchase price. Supplier shall label the packaging properly.

6. Transfer of Risk

Supplier shall bear the risk of damage and all costs related to the Goods and their transportation until the Goods are delivered in accordance with the agreed terms of delivery. From then on, the Buyer shall bear the risk of damage and all costs (and taxes if any). The Supplier shall be liable for the conduct of the forwarder and/or carrier employed by it as if it had proceeded itself.

7. Purchase Price and Payment

7.1. Unless otherwise agreed, the prices are net, and must be increased by the amount of VAT applicable from time to time in case of a transaction subject to VAT, and are quoted in euros (EUR) unless otherwise agreed.

7.2. The purchase price shall be paid by bank transfer against a duly issued invoice within 30 calendar days of its receipt unless otherwise agreed. Payment shall be deemed to have been made when the amount of the purchase price has been irrevocably debited to the Buyer's bank account to the credit of the Supplier's bank account.

7.3. The Buyer is entitled to enforce their claim by set-off if such claim is recognized by the Supplier or officially established (by court).

8. Breach of Contract, Warranty

8.1. In the event of contractual performance, Supplier may require the Buyer to pay the purchase price and accept the contractually offered performance. In case of Buyer's default, the Supplier shall call on the Buyer in writing twice providing an extended deadline of 30 calendar days each time. In case of late payment of the purchase price, the default interest defined in the Hungarian Civil Code shall be paid. After two unsuccessful notices, the Supplier may rescind the contract and demand the return of the delivered Goods at the Buyer's expense.

8.2. If the Supplier fails to fulfil any of its obligations undertaken in the contract or does not perform in accordance with the contract (see Clause 8.6), the Buyer is entitled to exercise the rights set forth in this Clause and demand compensation.

8.3. The Supplier warrants that the Goods comply with all the requirements set out in laws, authority regulations and the contract, as well as with the sample presented; and that they are suitable for their intended purpose. The Supplier warrants further that no third party has any right to the Goods that prevents the Buyer from acquiring title to the Goods or restricts the exercise of the owner's rights.

8.4. Buyer shall submit their claims arising from the Supplier's defective performance in writing within 30 calendar days of receipt of the Goods.

8.5. If the warranty claim proves to be justified, the Buyer may, at their option, request repair or replacement. The Supplier shall bear all costs incurred in relation to the above.

The Buyer is entitled to rescind the contract if:

- (a) Supplier fails to comply with the repair or replacement request within 30 calendar days of the same, or
- (b) Supplier refuses repair or replacement,
- (c) repair or replacement is not possible within the time limit specified in paragraph (a).

Buyer may withhold a proportionate part of the purchase price until the Goods affected are repaired or replaced.

8.6. Supplier's performance is not deemed contractual if it

- (a) fails to deliver the Goods ordered, or
- (b) delivers the same after the delivery date, or
- (c) fails to deliver the same in the ordered quantity, or
- (d) fails to deliver the same in the ordered quality, or
- (e) delivers the same to a destination other than that specified in the order (unless otherwise agreed, it shall be the Buyer's seat), or

(f) if the Goods do not comply with the requirements set forth in Clause 8.3.

8.7. The Supplier shall indemnify the Buyer for any damage resulting from its breach of contract. It shall be exempt from its obligation to pay damages if it can prove that the breach of contract was due to a circumstance beyond its reasonable control and it could not be reasonably expected to avoid such cause or prevent the damage. Default by the Supplier excludes simultaneous default by the Buyer. In case of Supplier's default, the Buyer shall call on the Supplier in writing twice providing an extended deadline of 15 calendar days each time. If the Supplier fails to perform within the extended deadline, or the Supplier's total default exceeds 30 calendar days, the Buyer shall be entitled to rescind the contract and demand compensation or claim an appropriate reduction in the purchase price (of no more than 20%). In the event of late performance by the Supplier, it shall in all cases reimburse the Buyer in full for any damage resulting from its late performance at the Buyer's written notice, by the deadline specified in such notice.

9. Duration and Termination of the Contract

Unless otherwise agreed, the contract shall be terminated upon performance of the individual order and payment of the consideration.

10. Miscellaneous Provisions

10.1. If any provision of these GTC is invalid, the whole GTC shall be deemed invalid only if the Parties would not have concluded the contract without such invalid provision.

10.2. Any waiver of any condition or stipulation of these GTC shall not be interpreted extensively. Any waiver of a particular condition or clause shall be made in writing by the waiving party and its acceptance by the other party shall be confirmed in writing.

10.3. Buyer is entitled to unilaterally amend these GTC. 15 days prior to the entry into force of the amendment, they shall notify their contractual partners (suppliers) of the amendment and of the availability of the amended GTC. The Buyer shall publish the amended GTC on their website at least 15 days before the amendment enters into force.

10.4. The Parties shall notify each other in writing (by registered letter, e-mail with confirmation of receipt, facsimile with confirmation of receipt, or courier service); any oral notification (e.g. by telephone) shall be confirmed by the Parties in writing.

10.5. These GTC as well as the contract made between the Parties shall be governed by the Hungarian law. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

10.6. Any condition specified in advance by the Supplier and not individually negotiated, as well as any general condition applied by it, shall become part of the contract only with express prior acceptance by the Buyer.

10.7. In case of any legal dispute arising from or in connection with this contract, the Parties hereto submit to the exclusive jurisdiction of the court that has jurisdiction at the Buyer's seat.