

## **GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT**

### **1. Scope of application of these Terms**

(1) Our company carries out deliveries, services and offers exclusively in accordance with these general terms and conditions of sale, delivery and payment. The Terms also apply to all future business relationships, even if they are not expressly agreed upon again by the parties.

### **2. Offers**

1. Tenders shall be without obligation and non-binding until the conclusion of the contract. Written confirmation of our company is required for the legal validity of the acceptance statements.

### **3. Data and documents**

(1) Drawings, sketches, diagrams, dimensions, weights, or other data related to performance shall not be deemed to be explicit properties unless our company expressly designated such properties in writing.

Where it appears appropriate pursuant to technical development, POLYTECH Industrie Kft. reserves the right to make appropriate changes. The same applies to appropriate data in brochures, price lists and promotional materials, etc. as well.

(2) All technical documents remain the intellectual property of POLYTECH Industrie and may only be used for the purposes agreed.

(3) It is also necessary to process personal data within the framework of the contractual relationship with the customer. The customer gives its consent to this and agrees that POLYTECH Industrie may also disclose such data to domestic and foreign third parties (e.g. subcontractors, etc.) for the purpose of conducting and maintaining business relations.

### **4. Prices**

(1) Our prices are valid according to the published price offer. Freight and insurance and other incidental expenses by agreement. The prices valid on the day of sending and dispatch are applicable.

### **5. Transport, risk transfer**

(1) The risk passes to the buyer as soon as the goods have been handed over to the carrier or left our company's plant and warehouse. This also applies if our company bears the shipping costs. Complaints due to damage during transport must be enforced by the buyer directly against the carrier within the specified time limits. It is the buyer's responsibility to take out shipping or other insurance.

(2) If it becomes impossible for us to send the goods, the risk passes to the buyer with the readiness report (declaring the status ready for shipment).

## **6. Delivery time, delivery barriers**

(1) Binding delivery deadlines require the explicit agreement of our company.

Our company is entitled to partial deliveries and partial performances. Our company may issue partial invoices about appropriate deliveries and performances.

(2) The precondition for the fulfillment of our company's delivery and performance obligations is that the buyer fulfills its obligations in a timely and regular manner.

(3) Unforeseen breakdowns, delays or shortages in deliveries by our suppliers, shortages of manpower, energy or raw materials, strikes, difficulties in obtaining means of transport, traffic disruptions, authority provisions and cases of force majeure exempt our company from the obligation to deliver. Our company will immediately notify the buyer of the occurrence of such an event. If this retards the delivery for more than one month, the buyer is entitled to withdraw from the contract for the quantity affected by the delivery disruption, excluding any further claims.

(4) Our company's delivery obligation is pending as long as the buyer is in arrears with any due payment. There can be no demand for additional deliveries of quantities that our company did not deliver due to the buyer's arrears. This does not affect the other rights of our company.

(5) If the delivery period is negligently exceeded, the buyer can withdraw from the contract or demand compensation after the expiry of a reasonable grace period set by him in writing, excluding further rights. Claims for damages by the buyer due to delay and / or bad or non-fulfillment are only available in the event that we (or our vicarious agents) are accused of gross negligence or intent and are limited to the invoice value of the quantity of goods not delivered, not delivered on time or incorrectly.

(6) If the buyer withdraws from the contract without the fault of POLYTECH Industrie, POLYTECH Industrie shall not be liable for damages.

## **§ 7 Payment**

(1) The settlement of our company's invoices is due within the agreed deadline from the date of the invoice. In terms of timely payment, the receipt of the amount in our company's bank account shall govern.

(2) In the event of a delay, our company is entitled to charge interest corresponding to the amount of credit costs we have to pay, but at least the base rate of the European Central Bank + 8 %. We reserve the right to claim further damages. In the event of late payment and reasonable doubt as to the buyer's solvency or creditworthiness, our company is entitled, without prejudice to its other rights, to demand an advance payment for outstanding deliveries and to make any outstanding invoice amounts, including deferred invoices, immediately due.

(4) The buyer waives the right of retention arising from previous or other transactions of the current business relationship. The Buyer may only include its debt in undisputed or legally established counterclaims.

### **§ 8 Reservation of title**

(1) The delivered goods remain the property of our company until all claims arising from the business relationship have been settled.

(2) The buyer is entitled to dispose of the goods owned by our company in the ordinary course of business as long as he fulfills his obligations arising from the business relationship with our company in a timely manner. Pledge or transfer of goods as security is prohibited.

(3) In the case of processing of our goods by the buyer, our company shall be considered as manufacturer and acquires ownership of the newly created goods. If the processing takes place together with other materials, our company acquires joint ownership in the same proportion as the invoice value of its goods is proportional to the invoice value of other materials.

(4) In the event of the buyer's breach of contract, in particular late payment, our company is entitled to take back the goods, on which it retains ownership or, where appropriate, to demand the assignment of the buyer's service claims against third parties. The return of the goods handed over with retention of title and their pledge by us does not constitute a withdrawal from the contract.

(5) All receivables arising from the sale of goods, on which our company is entitled to property rights are already transferred by the buyer to our company as security to the extent of our ownership interest in the goods sold.

(6) At our notice, the buyer is obliged to provide our company with all necessary information about the existence of the goods owned by our company and the existence of any receivables assigned to our company from the sale of goods, in which our company owns the property.

### **§ 9 Qualitative or quantitative objections, warranty**

1. The quantity and quality of the goods delivered must be immediately inspected. Missing quantities and visible damages must be reported to the carrier (forwarder).

(2) The buyer shall be obliged to check that the delivered goods are suitable for the quality, condition agreed in the contract and the intended use. If the buyer fails to carry out this inspection, he does not carry out the necessary inspections or if the recognizable defects are not detected immediately, but no later than

Our company shall be notified within 8 days after the receipt of the goods, the goods are then considered as approved regarding such deficiencies and errors. Unrecognizable defects and deficiencies are considered as approved if they are not reported immediately after their discovery, but no later than before the expiry of the legal warranty period following the delivery of the goods to the place of delivery. Complaints must be validated in writing by

providing the order details. Goods may only be returned with the express consent of our company.

(3) Our company shall comply with the qualitative or quantitative objection notified within the time limit by the buyer, at its option, with subsequent repair or delivery of replacement goods. If it is not possible to repair or replace the goods, or if the repair or the delivery of the replacement goods is not possible for our company within a reasonable time and if our company refuses or delays the subsequent repair or delivery of the replacement goods in a reprehensible manner, the buyer is entitled to demand the termination of the contract or the reduction of the purchase price.

(4) Liability for normal wear and tear and improper storage, maintenance or use is excluded by our company.

(5) The provisions of the relevant standards about the transfer, maintenance and handling of products must be complied with.

(6) POLYTECH Industrie reserves the right to verify the cause of the defect or deficiency to indemnify itself by claiming compensation from its suppliers.

#### **§ 10 Liability, withdrawal**

(1) The buyer may claim damages or withdraw from the contract only in the cases and to the extent that this is expressly provided for in these Terms and Conditions; we exclude the additional liability of our company, regardless of the title, due to breach of ancillary contractual obligations and unauthorized actions, unless our company is unlimitedly liable for intent or gross negligence in accordance with binding legal regulations. This does not affect our company's liability under the product liability act and other claims arising from producer liability.

#### **§ 11 Statute of limitations**

(1) The customer's claims arising out of a contractual relationship or related to the performance of the contract, whether arising in particular from price reductions, withdrawals, positive breaches of contract or similar reasons, shall lapse no later than 5 years after their occurrence, unless these Terms and Conditions do not expressly provide otherwise.

#### **§ 12 Jurisdiction, applicable law, partial invalidity**

(1) The competent court is the Sopron District Court or the Győr Lawcourt, depending on the value of the case.

For the present general terms and conditions of sale, delivery and payment as well as the legal relationship between the buyer and our company Hungarian law shall apply.

(2) In the event that any provision of these terms of sale, delivery and payment, or any other provision under these agreements, is or becomes invalid, this shall not affect the validity of the other provisions or agreements.