



Consulting Developing **Packaging**

General Terms and Conditions of Purchasing

Retrievable and downloadable under: <https://www.knueppel.hu/downloads/gtcp>

1. Scope of General Terms and Conditions of Purchasing

- 1.1. These General Terms and Conditions of Purchasing (hereinafter referred to as “GTCP”) regulate all business relationships and legal relationships between Knüppel Csomagolóstechnika Korlátolt Felelősségű Társaság [Knüppel Packaging Technology Limited Liability Company] (headquarters: East Gate Business Park B2.1. ép., H-2151 Fót; company register number: 13-09-190377) as customer (hereinafter referred to as “Customer”) and the natural or legal persons or unincorporated business associations selling merchandise or providing services or submitting quotations for any of these to the Customer (hereinafter separately or jointly referred to as “Supplier”) and are applicable to all of the aforementioned legal relationships regardless of whether the Supplier produces the merchandise themselves or purchases it from other enterprises.
- 1.2. These GTCP apply to the whole of the business relationship established with the respective Supplier, i.e. in particular to all sale and purchase contracts on selling merchandise as well as all contracts on providing services between the Customer and the Supplier without the necessity of having to advise the Supplier thereof in connection with each new order or contract following the establishment of the business relationship.
- 1.3. Conditions or provisions deviating from the terms and conditions set out herein may only be applied if and insofar as the Supplier has expressly agreed upon the respective condition or provision with the Customer in writing in a separate individual contract, and even in that case, the condition or provision deviating from the GTCP shall only be applicable to the separate individual contract containing it. Apart from the afore-mentioned the terms and conditions set out herein shall apply to any agreement validly made or to be concluded in the future by and between the Supplier and the Customer.
- 1.4. The Supplier herewith acknowledges that the Customer expressly excludes the application of any other general terms and conditions different from the GTCP that the Supplier might refer to / apply. If the Supplier refers to their own general terms and conditions, those will be replaced by the rules of these GTCP, and no provision of the Supplier’s general terms and conditions shall become applicable between the Parties (including in particular the provisions regarding the delivery of Products supplied on the basis of these GTCP).

2. Order of Priority

- 2.1. The following rules are applicable to the Supplier's deliveries, in the following order of priority:
- provisions set out in the order,
 - specifications listed in or attached to the order as well as special and general technical conditions,
 - the provisions set out in these GTCP that apply to the Customer's sale and purchase contracts, contracts for work and services and delivery contracts.

3. Quotation

- 3.1. The Customer's requests for quotations qualify as calls for quotations including the contents of these GTCP, and the Customer's orders constitute the acceptance of a quotation together with the contents of these GTCP. Previous agreements made between the Parties, previous business practices and practices known and applied in the respective industry shall not become part of the contract.
- 3.2. In their quotation, the Supplier shall adhere to the specification and description provided by the Customer in their request for quotation. In case of deviation, the Supplier shall expressly advise the Customer thereof. The Customer may refuse acceptance of deliveries that deviate from the specification or description in the request for quotation.
- 3.3. The Supplier's quotation is free for the Customer and does not oblige them to conclude a contract.
- 3.4. In their quotations, the Supplier shall name all subcontractors and services commissioned to subcontractors.

4. Ordering

- 4.1. Every order shall be made in writing. The written form requirement is also met by sending orders to the E-mail account used for regular communication. Oral agreements related to an order are only binding if the Customer has confirmed them in writing. The written form requirement also applies to ex-post modifications or supplements to an order.
- 4.2. For the legal validity of each order and order modification, the Customer's confirmation in writing is required within the deadline set in the order or, respectively, the modified order, in absence of these the Supplier shall confirm acceptance of the order no later than 5 (five) working days. The written form requirement is also met by sending order modifications to the E-mail account used for regular communication.
- 4.3. If the order confirmation contains conditions that deviate from the order, it shall be regarded as a new quotation, and a contract between the Parties is only concluded if the terms and conditions are identical. At the same time, the Customer stipulates that they will not accept deliveries of goods without an order, or, respectively, the Supplier shall point out to the Customer any obvious errors, e.g., errors in the order, including the writing and calculation errors in the Customer's documents.

5. Passing Orders to Third Parties

- 5.1. Without the Customer's prior written consent, the Supplier shall not, either in part or as a whole, transfer their obligations arising from a contract, an order or a quotation to third parties (e.g., subcontractors) and shall not have third parties perform the service or the work assigned to them. This also applies to services that the Supplier is not prepared for. Similarly, the subcontractors may only pass on orders to third parties with the Customer's prior written consent. The Supplier's affiliated companies also qualify as third parties (subcontractors).
- 5.2. The Customer will provide approval, if there are no objective reasons against doing so. The Customer's approval has no effect on the Supplier's contractual obligations towards the Customer. The Supplier is liable towards the Customer for the subcontractor's conduct and performance as if they had been active themselves.
- 5.3. The Supplier shall carefully choose their subcontractor and assure themselves that the subcontractor is capable of meeting the obligations assumed in the agreement made with the Customer.
- 5.4. The Supplier shall oblige the subcontractor with regard to all obligations of the Supplier towards the Customer related to the tasks undertaken by the Supplier and ensure that these are met.
- 5.5. The Supplier undertakes that during their deliveries and their performance of services they themselves as well as their subcontractors will use environment-friendly products and procedures to the extent possible economically and technically and to adhere to applicable environmental and occupational safety regulations. The Supplier shall advise their subcontractors that the rules set out in this item shall be adhered to. The fact that subcontractors were advised shall be documented in writing – in a short report, a copy of which shall be submitted with the Customer.
- 5.6. The Supplier shall also oblige their subcontractor in the contract concluded with them to provide information to the Customer with regard to the upcoming requirements for official permits, certifications or reporting obligations (e.g., to the tax authority) and – if necessary – with regard to the work permits, and hand out these to the Customer on the Customer's request as applicable.
- 5.7. The Supplier must not hinder their subcontractors from concluding direct contracts with the Customer for other deliveries / services. Most of all, the Supplier is not entitled to make agreements with third parties regarding exclusiveness that would impede the Customer or the subcontractors from purchasing deliveries / services that the Customer or the subcontractor needs for implementing such orders. Agreements of this kind qualify as invalid with regard to the Customer or, respectively, the subcontractor.
- 5.8. If the Supplier employs subcontractors without the Customer's prior written consent as set out in Item 5.1, or the Supplier breaches their obligations set out in Items 5.3, 5.4 or 5.5, the Customer is entitled to rescind the contract as a whole or in part and / or require compensation instead of the services. Furthermore, in case of breaching Item 5.1, the Supplier shall also be liable for all damage that would have not occurred if the subcontractor had not been involved, and the Customer is entitled to refuse acceptance of the performance by subcontractor involved.

6. Social Responsibility, European Union Regulations on Combating Terrorism

- 6.1. Within their activities, the Customer ascribes particular importance to their social responsibility towards their employees and society and puts an emphasis on the “United Nations Global Compact” initiative. The 10 principles of the UN’s Global Compact are listed in Schedule U hereto. The Supplier shall make efforts to adhere to these principles of the UN Global Compact initiative and to make their subcontractors adhere to them as well.
- 6.2. Through regulations (EC) No 881/2002 and (EC) No 2580/2001, which are directly applicable in all member states of the European Community, for the purpose of combating terrorism, it was prohibited to provide, directly or indirectly, amounts of money or business resources to certain natural or legal persons, groups or organisations. The Supplier obliges themselves to adhere to these prohibitions set out in legal regulations and will control their business partners and employees as to whether there are names that are identical with those of natural or legal persons, groups and organisations named in the appendices to the regulations. In case of identical names, the Supplier shall forbear from doing business with these persons, groups or organisations.

7. Insurance

- 7.1. The Supplier shall for the duration of the contract – including the guarantee and warranty periods and the limitation period for claims due to deficiencies – maintain a property, an accident and an indemnity insurance with the terms that are common in the industry (coverage of at least 1.5 million EUR per insurance event) and prove its existence on the Customer’s request.

8. Delivery and Service Time

- 8.1. The dates stated in the orders for the deliveries or services are binding. The Supplier shall inform the Customer in writing without delay if circumstances arise or become identifiable as a result of which the delivery time as set out in the agreement cannot be met. The information provided shall also contain an estimation of the expected length of the delay.
- 8.2. The Supplier may only refer to missing required documents that were to be delivered by the Customer if they did not receive such documents within a reasonable deadline despite prior written notice.
- 8.3. If the Supplier is in default, the Customer is entitled – whilst their other rights determined by law remain unaffected – to choose at their own discretion between rescinding the Contract and requesting substitution for the late delivery from a third party and to request compensation for non-performance. This does not require extending the deadline and envisaging refusal to accept delivery. The supplier shall compensate for additional costs because of delayed delivery and provision of services, in particular the difference between the amounts set out in the insurance policy as well as the costs for concluding the insurance contract.

- 8.4. Accepting late deliveries of merchandise or late services does not qualify as relinquishing compensation rights. If a deadline is missed, the Customer is entitled to rescinding the contract even if the Supplier was not responsible for the delay. If the Supplier delivers merchandise late for reasons attributable to them, the Customer is entitled to charge a late penalty of 1% per day, but in total no more than 30%, of the order value. In addition to the late penalty, the Customer may require compensation for their actual damage from the Supplier.
- 8.5. Delivery of merchandise before the agreed deadline is only possible with the Customer's consent. The Customer reserves the right to refuse acceptance of merchandise or services delivered before the deadline.

9. Modifying Orders

- 9.1. The Supplier shall report to the Customer in writing without delay any modification / extension of the scope of any delivery / service that proves necessary and reasonable during implementation. Implementing these requires the Customer's prior written consent. After the Customer has given written consent, the Supplier shall implement the modifications within a reasonable deadline.
- 9.2. The Supplier shall examine the Customer's modification requests within 5 (five) calendar days with regard to their consequences and notify the Customer in writing of their opinion. Their effects, first of all the increase or decrease of costs or the effects on the schedule, the deadlines or the risks arising with regard to technical implementation shall be communicated to the customer in writing – based on the Supplier's calculation – and shall be settled in agreement with the Customer.

10. Passing of Risk

- 10.1. The risk related to merchandise and services passes to the customer when the deliveries have been factually handed over to the Customer at the place specified in the order or the customer has accepted the Supplier's services. In case the Customer is late with accepting the merchandise or the services, the risk still only passes to the Customer on factual handing over.

11. Performance, Deficiencies, Warranty

- 11.1. When performing deliveries and services, the Supplier shall adhere to the provisions set out in Schedule Q.
- 11.2. The Supplier warrants that they have appropriate experience and the personnel, legal and material resources for the delivery of the products or performing the services constituting the subject of the order for the whole period of performing the order. With regard to the merchandise to be delivered and the services to be provided, the Supplier warrants that they are free from any rights and claims of third parties, that there is no reason why the merchandise should not be delivered or the services should not be provided and then used or sold on by the customer – including in particular, but not limited to the protective rights of third parties regarding intellectual property.

- 11.3. The Supplier shall deliver merchandise of the quality fully in accordance with the Parties' contract and its appendices (in particular drawings and plans) as well as the legal and official regulations regarding the merchandise or product that is the subject of the contract and the respective standards in the quantity and by the deadline stated in the contract. The Supplier shall provide proof of the product's quality by way of a quality certificate.
- 11.4. To the orders and the Supplier's products and services to be provided the legislation of the European Union current at the time and the Hungarian laws as well as the related standards and accepted technical rules shall apply.
- 11.5. Among others, any case, in which after the conclusion of the contract the Customer is fully or partially prevented in fulfilling their obligations arising from the Contract or completing the necessary preparatory activities qualifies as a case of vis major arising in the Customer's sphere of interest, in particular fire, water, flood, strike, import and export restrictions, government measures, discontinuation of energy supply, delivery impediments or any other reason not attributable to the Customer. In case of vis major, the Customer is released from the obligation to accept the merchandise or service ordered. In that case, the Supplier is not entitled to compensation and shall provide for the storage of the products ordered at their own cost and risk until the impediment is eliminated. In that case, the Customer is not obliged to pay the equivalent of the merchandise and the services until their acceptance or, respectively, performance, and cannot be obliged to pay damages in connection with these. In such a case the Parties also expressly exclude the provisions regarding delay (in particular the default by the obligee). Furthermore, the Customer is entitled to rescind the order concerned (the acceptance of merchandise, the performance of services), if because of a lapse of interest or the economic circumstances resulting from the vis major they can no longer be expected to accept delivery or the services.
- 11.6. In case of delivery, performance, defective performance or delivery with quantity / quality deviation before the deadline, the Customer reserves the right to return the merchandise at the Supplier's cost and risk, while notifying the Supplier of the right of returning at the same time. If no returning is applied in case of delivery before the deadline, the merchandise will be stored by the Customer at the Supplier's cost and risk until the delivery deadline. In case of delivery before the deadline, the Customer reserves the right to only make a payment on the due date according to the agreement and to charge storage cost.
- 11.7. The Customer only accepts partial delivery on the basis of their written content thereto. If the Customer accepts partial delivery without having consented thereto, this does not mean that they relinquish the rights they have in connection with the partial delivery.
- 11.8. Ownership of the merchandise delivered based on the orders will pass to the Customer on acceptance by the Customer at the place of acceptance. The Parties exclude the Supplier's reserving ownership.
- 11.9. The Supplier may only deliver merchandise to the Customer for which they have paid the taxes, customs and other public duties current at any time and have fulfilled the requirements for putting them in circulation. The Supplier shall prove this on the Customer's request.
- 11.10. The Supplier undertakes that in case they detect any defect in the subject of delivery during the production process, they will notify the Customer thereof in writing without delay, describing the type of defect in detail.

- 11.11. In case of defective performance, the Customer is entitled to require – according to their choice – the elimination of the defect or an exchange based on their implied warranty rights and hold back payment until regular performance has been made. According to their choice, the Customer may require repair or exchange except where it is impossible to fulfil the chosen warranty claim or where this would result in disproportionate additional costs for the Supplier compared to the fulfilment of another warranty claim.
- 11.12. If the Supplier does not meet their implied warranty obligations without delay – but no later than within the reasonable deadline set by the Customer –, the Customer is entitled to repair the defect themselves or have it repaired by a third party at the Supplier's cost or rescind the contract. The Customer may require the Supplier to reimburse the expenses necessary for this or payment of an appropriate advance down payment. If the Supplier was not able to meet their implied warranty obligations, or the Customer cannot be expected to accept this in view of the circumstances – e.g., because of the matter's particular urgency, the risk of particularly great damage, maintenance of the Customer's ability to deliver to their customers or operational safety are endangered –, no deadline needs to be set for the Customer's exercising these implied warranty rights.
- 11.13. In deviation from Article 6:157 Item 1 of the Ptk. [Hungarian Civil Code], the Customer is entitled to unrestricted implied warranty rights even if they would have had to recognise the defect at the time of concluding the contract.
- 11.14. Payment by the Customer does not mean acceptance of the Supplier's delivery or services, nor a waiver of implied warranty rights.
- 11.15. If components of the subject of delivery are changed or replaced by other parts when implied warranty claims are asserted, the respective spare parts shall be modified or exchanged at the Supplier's cost. For control purposes and to eliminate deficiencies, the costs expended by the Supplier, above all assembling or dismantling costs, separating costs, delivery and administrative costs, if applicable, are borne by the Supplier even if there is factually no defect.
- 11.16. In case of rescission, the Customer is entitled to continue to use the Supplier's merchandise and services free of charge until appropriate substitution is obtained.
- 11.17. Costs related to fulfilling the warranty obligation are borne by the obligor. Thus, in particular in case of rescission, the Supplier shall bear the costs of dismantling / removing and transport costs and commits to carrying away the waste.

12. Complaints

- 12.1. The merchandise arriving is only checked by the Customer with regard to deviations that can be identified from the outside, and the quantitative differences. The Customer reserves the right to examine incoming products exceeding this. If the Parties have agreed on acceptance, the Customer is not obliged to examine the products. Apart from that, the Customer will raise objections regarding the delivery or the services as soon as defects are recognised under consideration of the normal course of business.

- 12.2. The Customer is entitled to examine for and raise objections regarding – both latent and obvious – quality defects at any time within the limitation period. If the defect becomes recognisable within 6 (six) months of the passing of risk (fulfilment), it shall be assumed that the defect already existed at the time of the passing of risk (fulfilment), except if this is not consistent with the nature of the merchandise or the defect.
- 12.3. The Customer will report any defect to the Supplier within 10 (ten) working days of detecting it. The Supplier accepts that reporting defects in accordance with these GTCP as a basis of warranty and guarantee claims, if any, meets the requirement of reporting without delay.

13. Limitation

- 13.1. The Supplier grants 12 months of guarantee and 36 months of warranty for the merchandise delivered and the services provided by them, except if the order, the contract or a legal regulation prescribes a longer guarantee or warranty period, in which case the longer period is applicable. Item 13.2 of the GTCP is an exception to this.
- 13.2. The warranty and guarantee periods for products and components built into products manufactured by the Customer are the same as the warranty and guarantee periods granted by the Customer for their products. The Customer notifies the Supplier in writing of the warranty and guarantee periods for reselling transactions. The warranty and guarantee periods resulting from reselling transactions start at the time the Customer's end customer accepts the product.
- 13.3. Claims based on the warranty of title do not lapse as long as a third party can still – above all due to the absence of lapsing – assert rights against the Customer.
- 13.4. The portion of the repair time during which the customer cannot use the merchandise properly is not included in the limitation period. For the portion of the merchandise that is affected by exchanging or repair, the implied warranty period starts anew. This rule also applies to cases when a new defect arises as a result of a repair.

14. Prices and Invoicing

- 14.1. The prices indicated in the orders – including any discounts and surcharges – are fixed prices that include packaging and the necessary and reasonable insurance and to which the VAT amount regulated by law as applicable at the time is to be added. With regard to packaging, the Supplier shall adhere to the packaging rules set by the Customer. In absence of such rules, the Supplier shall deliver the merchandise in a packaging suitable for preserving its quality and quantity that is environment-friendly as far as possible.
- 14.2. The invoice to be issued – separately for each order – after fulfilment of the delivery / services shall be sent to the invoicing address stated in the order or to the Customer's place of administration. Order numbers shall be stated and all accounting documents (parts lists, confirmation of work completed, measuring etc.) attached to the invoice.
- 14.3. Invoices for partial delivery / services shall be marked as "Invoice for partial delivery" or, respectively, "Invoice for partial service" and the final invoices as "Invoice for remaining delivery" or, respectively, "Invoice for remaining service".

- 14.4. Payable VAT shall be indicated separately on each invoice. The original invoices must not be attached to the consignments.
- 14.5. The Supplier is liable for all consequences of not meeting the requirements set out in Items 14.1–14.4.
- 14.6. The purchase price or, respectively, equivalent of the merchandise/services shall be due within 30 (thirty) days of the receipt of the goods by the Customer (or a third party designated by the Customer) or the fulfilment of the service.
- 14.7. The Supplier is not entitled to exercise their right of setting-off or withholding.

15. Prohibition of Transfer

- 15.1. Payments are only made to the Supplier. Transferring or assigning to a third party or hypothecation of receivables requires the Customer's prior written consent.

16. Termination

- 16.1. Termination shall be in writing, stating the major reason therefor (provided that this is necessary). If any of the Parties terminates the contract, the Supplier shall hand out to the Customer without delay the work documents and devices necessary for continuing the services that were provided by the Customer. The Supplier is not entitled to hold back these documents and devices.
- 16.2. The following rules apply to termination:
- 16.2.1. In absence of an agreement to the contrary, in case of continuous ordering, the Customer is entitled to terminate the contract with a notice period of 2 (two) months without giving reasons by a registered letter with return receipt sent to the address indicated on the order confirmation or by electronic mail.
- 16.2.2. If the contract is terminated with immediate effect for a reason attributable to the Supplier, the Customer pays the Supplier for the services provided according to contract until receipt of the termination that the Customer is able to sell. Payment is made in accordance with the prices agreed, as provided for partial fulfilment. This does not affect the Customer's damage claims. Especially the following qualify as termination reasons attributable to the Supplier:
- the Supplier does not meet their contractual obligations despite written request and a reasonable extended deadline;
 - the Supplier refuses to meet one or more of their contractual obligations;
 - in connection with performing the deliveries and the services, the Supplier significantly breaches public regulations for which a fine / penalty is imposed, or standards;
 - the merchandise delivered or the services provided by the Supplier have significant quality defects, or the Supplier is in default by more than 8 (eight) days; or
 - the Supplier severely breaches an order or the contract.

- 16.2.3. If the Customer terminates the contract with immediate effect without a reason attributable to the Supplier, the Supplier is entitled to request remuneration as agreed, reduced by expenditures saved as a result of the termination of the contract and the amounts they gain by employing their workers elsewhere, or the obtaining of which they fail to obtain mala fide.
- 16.3. Until the handing over of the consignment, the Customer may rescind the order at any time, if their interest in the services being provided or the merchandise being delivered by the Supplier has lapsed due to circumstances that arose after placing the order. In case of the Customer's rescission in accordance with this Item, the provisions of Items 16.2.1–16.2.3 above shall be applied accordingly. The Customer obtains ownership of the partial fulfilment they paid..

17. Usage and Protective Rights

- 17.1. The Customer may use the subject of the contract without restrictions within their company group, including the patent and other protective rights constituting the basis thereof. This usage right also entitles the Customer to make changes to the subject of the contract and extends to images, drawings, calculations, analytical methods, formulations and other works that the Supplier prepares or develops during the coming into existence and the performing of the contract. For having spare parts produced, the Customer may assign these documents to a third party. The Supplier warrants that third-party rights – in particular those of their subcontractors – do not conflict with granting usage rights and holds harmless the Customer in this respect.
- 17.2. The Supplier warrants that delivery and usage of the subjects of the deliveries and services and/or the works created do not breach third parties' protective and intellectual property rights. The Supplier shall hold the Customer harmless with regard to possible claims that may arise from violating these rights and also hold the Customer harmless apart from that. The Customer or their agent is entitled to carry out innovation even if the Supplier has industrial protective rights.

18. Confidentiality

- 18.1. The Supplier commits to treat all information that the Customer makes available to them in connection with the orders confidentially as business secrets without restriction and uses it solely for fulfilling the contract. Business secrets according to this provision are documents, communication, data and other information that is marked as such or that is to be regarded as confidential by its nature. If there are personal data among the business secrets, the provisions of Chapter 20 shall apply them in addition to the above.
- 18.2. The confidentiality obligation does not apply to information that is demonstrably generally known or came to the Supplier's knowledge through a third person without a breach of the confidentiality obligation. The exception in the previous sentence does not apply, however, to personal data. The Supplier – unless something to the contrary has been expressly agreed – commits to only providing access to the Customer's confidential data to persons (e.g., employees, suppliers, subcontractors) who are entrusted with completing the services according to the contract as current at any time and who commit to the same confidentiality. On the customer's request, the Supplier shall prove that they passed on this obligation.

- 18.3. All information handed over by the Customer remains the Customer's property. This also applies to copies of that information, even if they are made by the Supplier. The Supplier is not entitled to withholding with regard to information, copies or data media. Information handed over by the Customer shall on the Customer's request or no later than the expiry of the limitation period for warranty claims be completely returned to the Customer without separate request or destroyed after fulfilling the contract – according to the Customer's choice. The exception is if the legal retention periods are contrary to this.

19. Data Protection and Data Security, Processing Order Data

- 19.1. The Supplier shall only involve persons in the fulfilment of the contract who they have obliged in accordance with the applicable data protection legislation to handle data confidentially. They ensure that the persons entrusted with processing the personal data processed by them in fulfilment of the contract adhere to the provisions in the applicable legislation, above all the provisions of 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 {GDPR} as well as Act No. CXII of 2011 on the right to informational self-determination and on informational freedom. If concluding a contract on data processing pursuant to Article 28 of the GDPR becomes necessary between the Supplier and the Customer, the Supplier takes steps towards the conclusion of a data processing contract with the Customer in accordance with the requirements of the GDPR.
- 19.2. The Supplier shall take the organisational and technical measures, in particular data safety measures necessary according to the applicable legal regulations and provide to the Customer the disclosures, certificates and documents necessary according to the GDPR. The Supplier shall provide electronic services (e.g., software) continuously in such a way that in case of error the Supplier is able to perfectly restore the services within a short deadline. This also applies to partial sections of services provided within a particular project. Backup copies shall be kept / stored by using the latest technical solutions and protected against unauthorised access by third parties.
- 19.3. On the Customer's request, the Supplier shall provide evidence to the Customer of the measures they have taken to protect personal data and to ensure data safety. The Customer is entitled to check the data safety measures taken by the Supplier as well as adherence to legal regulations on data protection – above all the provisions of the GDPR – at the Supplier's business premises.
- 19.4. The Supplier holds the Customer harmless of payment of any claims, damages and fines that a third party (in particular the authorities or those affected by the data processing in question) wish to assert against the Customer, provided that the respective claim, damage or fine is the consequence of the Supplier's failure to meet their obligations or not having met them properly.

20. Tulajdonjog fenntartás

- 20.1. The different materials (e.g., finished and semi-finished products) as well as tools, preliminaries, samples, machines, equipment and other objects handed over / assigned to the Supplier by the Customer shall be – until they are processed – stored separately at the Supplier's cost. They may be used solely for the purposes agreed and shall be insured – at replacement value – sufficiently against destruction, theft and loss. Damage claims resulting therefrom shall be transferred to the Customer. The Customer herewith accepts such transfer.

- 20.2. Following notification to that effect, the Supplier shall hand out the objects assigned to them in proper condition to the Customer and is not entitled to withholding them.
- 20.3. The Supplier processes and transforms the objects assigned to them for the Customer. This also applies to the further processing of the products and merchandise delivered by the Customer, so that the Customer qualifies as manufacturer who acquires ownership of the new or transformed product no later than at the time of further processing, regardless of their construction or readiness status and regardless of whether it is in the possession of the Supplier on the Customer's behalf.
- 20.4. Ownership of the merchandise delivered passes regardless of payment of the purchase price. If the Parties have agreed in the respective individual contract that the Supplier reserves ownership until settlement of the purchase price, the Supplier's ownership reservation ceases on payment of the purchase price at the latest. In the regular course of business, the Customer already has authorisation to sell on the merchandise before paying the purchase price, while assigning in advance the receivables resulting therefrom (auxiliary scope of simple and the extended / prolonged ownership for selling on). Any other kind of ownership reservation is excluded, above all ownership expanded, carried-on reservation of ownership and reservation of ownership for the duration of further processing.

21. Publication and Advertising

- 21.1. Evaluating or making known in publications or for advertising purposes the business relationships with the Customer is only allowed with the Customer's express prior written consent.

22. Delivery Abroad

- 22.1. The Supplier is aware that delivery abroad of certain documents and objects sometimes requires a permit. It is the Supplier's responsibility to check whether delivery abroad requires a permit in cases when they take abroad their own documents or objects or the Customer's documents or objects and – if a permit is required – to obtain in a timely manner all permits required and to adhere to all applicable legal regulations.

23. Place of Jurisdiction

- 23.1. If the Supplier qualifies as an entrepreneur pursuant to Article 8:1 Section 1 Item 4 of Act No. V of 2013 on the Civil Code (hereinafter referred to as "Ptk."), jurisdiction is with the Hungarian courts competent according to the Customer's headquarters regarding all legal disputes resulting directly or indirectly from the contractual relationship. Regardless of that, the Customer is also entitled to file for action against the Supplier at the court competent according to the Supplier's headquarters.

24. Language of Contract and Applicable Law

- 24.1. The language of contract is Hungarian. The legal relationship is subject to Hungarian law regardless of whether the Supplier's headquarters are in or outside of Hungary.

25. Written Form

- 25.1. E-mails – notwithstanding the exceptions regulated in Item 4 – do not satisfy the written form requirement set out in these GTCP and in the individual contracts concluded based on them. These GTCP can only be amended in writing. This also applies to the written form requirement.

26. Severability Clause

- 26.1. Should these GTCP be in part invalid or unenforceable, this does not affect the validity of the remaining provisions or the individual contracts. For the case of voidness or invalidity, the Parties commit to agree upon a valid provision instead of the invalid one that is closest to the economic content of the void or invalid one.

Budapest, April 2023

Schedule Q

Implementation, environment protection, safety, health protection and quality

1. The Supplier shall take into consideration the accepted rules of technology, the legal and official rules current at any time and the Customer's corporate rules, industrial standards and rules. In the first place, the Supplier shall adhere to professional associations' regulations and rules as well as the generally accepted safety technology and labour hygiene rules. The Supplier shall take into consideration the provisions of the act on occupational safety and the occupational safety rules applicable at any time. This includes in particular the preparation of risk assessments for the activities to be carried out and the working tools.
2. Machines and technical working tools shall be delivered with the assembly and operation manuals complying with the product and working tool safety and the health requirements effective at any time, with the EC-conformity certificate, with CE marking and, if applicable, with a type testing certificate. The delivery of working tools with CE marking shall be preferred. If a tool was not equipped with the testing mark, the Supplier shall prove adherence to the above requirements.
3. The Supplier shall test the products according to the general regulations applicable and provide the test results to the Customer free of charge on the Customer's request. The Customer is entitled to test the products. Tests of this kind do not qualify as acceptance.
4. When transporting substances that qualify as hazardous pursuant to the act on chemical safety, the Customer shall be provided with product information, in particular up-to-date EC safety data sheets in Hungarian in due time before delivery at the place of delivery. The same applies to the information on distribution restrictions set out in legal regulations. The legal regulations on transporting hazardous merchandise shall also be adhered to.
5. The use of carcinogenic substances, substances that are harmful regarding reproduction and mutagenic (modifying genetic material) substances shall be generally avoided. If a deviation therefrom is necessary, the Customer shall be informed thereof prior to delivery / use. Precautionary measures resulting from this shall be jointly agreed.

6. If the Supplier operates a quality assurance system, e.g., according to the DIN EN ISO 9001–9003 standard, the Customer or a third party named by them is entitled to review that system as arranged with the Supplier.
7. The Supplier shall notify the Customer without delay of their concerns regarding the envisaged way of implementation or the performance of other suppliers, if these affect the extent of the order placed with the Supplier.
8. The Supplier shall adjust to the usual working hours at the place of fulfilment.
9. The Supplier and their subcontractors employ qualified personnel provided with suitable instructions that have undergone an occupational healthcare examination. On the Customer's request, suitable and current evidence of the qualification and of the health examinations shall be presented.
10. The Customer reserves the right to check adherence to the occupational healthcare regulations by the Supplier and the subcontractors involved by them while the works are going on.
11. The Supplier commits not to expose any of the persons that they come into contact with in connection with the activities carried out for the Customer to unjust discrimination or harassment. The Supplier furthermore commits to expressly point this out to their employees and to oblige them accordingly.
12. The Supplier shall adhere to the local rules of conduct applicable in case of emergency that were explained to them.
13. The Customer is entitled to require the replacement of the Supplier's personnel for an important reason. Above all, this applies if there are doubts regarding the necessary experience or qualification or if the occupational safety / environment protection rules are not adhered to. The Supplier commits to provide for replacing employees with qualified workers. This does not affect the agreed deadlines. Replacing the Supplier's personnel requires the Customer's prior written consent. All costs related thereto are borne by the Supplier.
14. The Supplier commits to hold the Customer harmless with regard to any damage and cost (including the cost of asserting rights) resulting from a breach of law for which the Supplier, their employee or their subcontractor is responsible.
15. The Supplier keeps record of all work accidents and accidents on an official journey of their employees and the employees of other enterprises working for them.
16. If the Supplier's employee or an employee of one of their subcontractors has an accident on his way to the place of fulfilment or on his way back from there (commuting accident) or while performing the activities agreed (work accident), the Supplier shall notify the Customer's on-site security experts thereof in writing without delay. Reporting the accident does not release the Supplier from their other reporting obligations.
17. If waste originates from the Supplier's delivery / services, the Supplier shall – unless otherwise agreed in writing – utilise or dispose of such waste at their own cost in accordance with the legal regulations on waste. Ownership, risk and liability pursuant to waste legislation pass to the Supplier at the time the waste arises.

Schedule U

Principles according to the United Nations Global Compact initiative.

Human rights

Principle No. 1: Enterprises shall support and respect the protection of international human rights.

Principle No. 2: Enterprises shall ensure that they do not become accessories to the violation of human rights.

Working standards

Principle No. 3: Enterprises shall protect freedom of assembly and the effective acknowledgement of conducting collective bargaining.

Principle No. 3: Enterprises shall stand out for the elimination of any kind of forced labour.

Principle No. 5: Enterprises shall stand out for stopping child labour.

Principle No. 6: Enterprises shall stand out for stopping discrimination during employment.

Environment protection

Principle No. 7: Enterprises shall follow the principle of caution when handling environmental problems.

Principle No. 8: Enterprises shall act proactively in order to support increased environmental awareness.

Principle No. 9: Enterprises shall speed up the development and the propagation of environment-friendly technologies.

Combating corruption

Principle No. 10: Enterprises shall stand up to any kind of corruption, including blackmailing and bribery.