

## **1. Effect of the General Terms of Contract:**

1.1. Patent Kft.'s commitments for the dish bottoms it manufactures, and the related surplus services are made exclusively on the basis of the following conditions. Other purchase conditions of the Customer are hereby precluded, unless the parties expressly agree on these in advance, in writing, on an ad hoc basis.

Definitions:

1.2. Requesting an offer: Where the Customer sends to Patent Kft. a written or verbal request for offers aimed at receiving a product or service, by precise specification of the product or service to be ordered, and with guidance as to the various deadlines, if possible.

1.3. Offer: Mandatory or informative written offer of Patent Kft., including an identification number, drawn up according to the parameters consulted with the Customer, stated in the request for offers. The offer indicates the contracting fee or the purchase price, possibly transport fee of the product, means and date of payment, and the place and date of the handover of the finished product. If the Customer provides the raw materials, it shall specify the place and date of the handover of raw materials. It shall specify the validity period of the offer, and other costs borne by the Customer in relation to performing the works.

- A binding offer applies only to the period of its validity. After the expiry of the validity period of the offer, the Customer must request an update of the offer.

- We do not accept orders for our informative offers; the Customer shall request an update to the offer prior to issuing the order.

1.4. Orders: Written document sent by the Customer during the validity period of the offer, indicating the reference number of the offer of Patent Kft., with contents identical to the offer.

1.6. Order confirmation: Written document of Patent Kft. setting out the key technical and commercial terms of the ordered manufacturing or service.

## **2. Contracting fee, indemnification:**

2.1. The Customer shall pay the contracting fee or purchase price to Patent Kft. by the deadline stated order confirmation.

2.2. Patent Kft. shall issue an invoice on the contracting fee or purchase price and submit it to the Customer for settlement of the contracting fee or purchase price in accordance with relevant laws. For advance payment, an advance payment request shall first be issued, based on which the contracting fee will be paid; the advance invoice is issued after the money is credited. A final invoice is issued after the product is finished.

2.3. Upon modification or cancellation of an order during manufacturing, the Customer shall bear all related costs of Patent Kft. and shall pay compensation for all possible related damage of Patent Kft. In case of delayed acceptance of the finished product by the Customer, a storage cost can be enforced.

2.4. If Customer has overdue debt vis-à-vis Patent Kft., Patent Kft. may refuse to release the goods or products until the debt is settled.

2.5. Unless agreed otherwise, in the event of late payment, Customer shall pay default interest equaling the prevailing central bank base rate + 8 % (§6:155 paragraph 1. of the Civil Code). For export partners, the rate is equivalent to double the EURIBOR.

## **2.6. Retention of ownership**

Until the contracting fee is fully paid, the manufactured, delivered but not paid goods, equipment or products shall constitute the inalienable property of the Contractor. Such goods, equipment or products may not be sold, pledged, transferred, used as security, encumbered as collateral, or transported elsewhere without the written consent of the Contractor.

Upon withdrawal resulting from breach of contract by the Customer, Patent Kft. has the right to take back and sell the object of the sale. The Customer undertakes to pay any costs or claims not compensated and outstanding from the sale.

The Customer may not resell goods subject to a retention of ownership. If the Customer processes or modifies the goods subject to a retention of ownership, the retention of ownership shall extend to the complete new object. If the Customer processes, connects or combines such goods with external objects, Patent Kft. shall acquire a share to the portion corresponding to the invoice value of the unpaid goods in relation to such other objects used by the Customer on the date of processing, connection, or combination. If goods subject to retention of ownership are connected to or combined with a main thing of the Customer or third parties, Customer shall as of now already pass on its rights to such new thing. If the Customer connects or combines goods subject to retention of ownership to or with a main thing of third parties for remuneration, by execution of the contract hereunder it shall transfer to the benefit of Patent Kft. its claims corresponding to consideration for goods constituting the property of Patent Kft. from claims against third parties.

The Customer shall notify the buyer of the transfer of claims and provide information and documents necessary for enforcement of rights against the buyer.

If goods subject to the retention of ownership are seized or rights of Patent Kft. are otherwise violated, the Customer shall notify Patent Kft. of this without delay.

Patent Kft. exclusively holds copyrights to constructive solutions of products.

## **3. Notification of completion, acceptance, enforcement of claims:**

3.1. Patent Kft. shall in each case notify the Customer to the e-mail or postal address provided in the Order on completion of ordered manufacturing or service. Notification of completion includes the place of acceptance.

3.2. Patent Kft. shall not bear costs of failed vehicle delivery dispatched for acceptance of products by the Customer without a notification of completion.

3.3. Patent Kft. shall not be liable for any damage caused in products after acceptance thereof by the Customer or its freight forwarder.

3.4. If Customer does not accept the product within 5 business days from notification of completion, or it fails to send a reasonable written proposal in that regard, Patent Kft. shall store the product for 30 calendar days from notification of completion, subject to a storage

fee. During this period, the Customer shall pay the storage fee. Upon late acceptance of the finished product by the Customer, the Customer undertakes to pay a storage fee equaling 2% of the full contract price each started week. If the Customer fails to accept the product after 30 days, Patent Kft. may unilaterally, without justification, withdraw from the contract, subject to the invoicing of its costs, and sell the product to third parties.

#### 3.5. Acceptance of quantity:

In the event of delivery by the Customer, the Customer or its freight forwarder shall check the quantity of products on the date of acceptance and immediately indicate any discrepancies. Signature of the bill of delivery precludes quantity complaints.

The Customer shall draw up a report on quantitative differences arising upon delivery by Patent Kft. and have it signed by vehicle driver. Failing a report, Patent Kft. shall not be liable for any damage from quantitative differences.

#### 3.6. Quantity complaint:

In case of accepted complaints, Patent Kft. shall supplement missing quantities at its own cost.

### 4. **Quality complaints:**

#### 4.1. Acceptance of quality:

The Customer may issue written quality related observations, complaints relating to the ordered and delivered products within 5 calendar days from acceptance of quantity.

4.2. Patent Kft. shall review the quality complaint notified by Customer within a reasonable period, assess the legitimacy thereof, and propose the handling of legitimate complaints. Where faults can be repaired, the Customer may also carry out repairs with the consent and at the cost of Patent Kft. The Customer shall bear the cost of repairs performed without the consent of Patent Kft. Patent Kft. shall replace unrepairable products at its own cost.

4.3. If the Customer or third parties tamper with the product, it may not bring any warranty claims against Patent Kft.

4.4. For complaints relating to products deemed to be commercial goods from the point of view of Patent Kft., not manufactured by Patent Kft., the warranty obligation shall be valid for up to the warranty enforceable against the supplier of the commercial products.

### 5. **Terms of manufacturing and delivery:**

5.1. In the case of contract manufacturing, i.e. when the raw material or the pre-manufactured product is provided by the Customer, its size is specified by Patent Kft. If the sheet necessary for the dish bottom is made from multiple pieces, the Customer shall be responsible for ensuring the consistent material quality and thickness of materials.

5.2. In the case of contract manufacturing, the identifier of Patent Kft., i.e. the specified job number (e.g. E00023), the material quality and the batch number must be clearly marked on each sheet. For prefabrications, sheet flanges, it is necessary to clearly mark the requested "internal surface", if this is important for subsequent use. The marked

surface should be on the top when supplied.

5.3. Patent Kft. accepts sheets delivered for manufacturing only with a quality clearance. The given work number (e.g. E00023) should be indicated on the quality clearance and bill of delivery. The delivered sheet should indicate the given work number (e.g. E00023), material quality and dosage number. The bill of delivery should specifically state the actual sheet dimensions, quantity, and standard quality. For deliveries with insufficient data, Patent Kft. shall not commence manufacturing until missing data are provided. Patent Kft. shall not be liable for consequent deadline delays.

5.4. If the Customer supplies raw materials, it is responsible for delivering these to the site of Patent Kft. without damage. Patent Kft assumes no responsibility for quality defects arising from the raw material or from rolling, scratches, indentations, or inclusions that can be traced back to the raw material during production. For supplied raw materials, the value of the standard impact energy, tensile strength and yield point should be at least 20% higher than the permitted minimum threshold value. If such condition is not met, Patent Kft. shall perform manufacturing only at the responsibility and cost of the Customer.

## **6. Guarantee**

PATENT Kft. undertakes a full guarantee and warranty for all delivered contractual equipment in accordance with the Civil Code. The guarantee is valid for 24 months from factory acceptance testing (FAT) of contractual equipment.

## **7. Miscellaneous terms:**

7.1. Terms of payment are agreed on an individual basis.

7.2. The Customer acknowledges that the accepted product shall remain the property of Patent Kft. until consideration thereof is paid, Customer has no right to sell or encumber such product without separately written consent from the Supplier. If the invoice is not paid within 5 days from the first payment notice sent after expiry of the payment deadline, Patent Kft. may return the product. If the product was installed before the settlement of the price, the finished product can only be sold with the consent of Patent Kft.

7.3. In the case of orders placed in several stages, if the Customer has an overdue debt to Patent Kft. due to the previous delivery, Patent Kft. is not obliged to deliver the product according to the next stage.

6.4. In the event of force majeure, or a documented disruption at Patent Kft. or a supplier of Patent Kft., Patent Kft. has the right to modify the delivery deadline without any claims for liquidated damages or damages, withdraw from the contract, but all necessary steps should be taken to minimize the delay.

6.5. In the event of a legal dispute related to performance, the Parties shall negotiate through negotiations. If the negotiation does not lead to a result within 30 calendar days from its initiation, the Parties stipulate the exclusive jurisdiction of the Cegléd District Court or, in the absence of jurisdiction, the Capital Court or the Court of Arbitration operating under the Hungarian Chamber of Commerce.

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