



# JÁRMŰ ZRT.

H-1151 Budapest Fő út 63-65.

## GENERAL PURCHASE TERMS AND CONDITIONS OF JÁRMŰ ZRT FOR THE PURCHASE OF GOODS AND ORDERING SERVICES

### I. GENERAL CONDITIONS

1. This provision contains the General Purchase Terms and Conditions of **Jármű Zrt.** (Company registry number: 01 10 042651, tax number: 10968408-2-42, registered office: 1151 Budapest Fő út 63-65.) as customer (hereinafter referred to as: Customer) and the contracted **Supplier's** general terms and conditions.

The actual contractual agreement between the Customer and the Supplier is governed by the present GPC and the particular contract agreed between the parties related to the respective consignment and/or order (hereinafter: Individual Contract). The Individual Contract is, according to the order of the Customer and the quotation of Supplier, the document of delivering the consignment, the document signed individually and declared unanimous intention by the parties, or the Customer purchase order made unilaterally and communicated with the Supplier based on the Supplier's quotation. Issues not settled in the Individual Contract shall be governed according to the GPC. Present GPC is applicable for all orders made by the Customer.

The present GPC and the Individual Contract constitute the entire agreement between the Parties together. By the confirmation of order, the Supplier deliberately acknowledges and accepts – after investigating - the conditions of the GPC. The Supplier declares that according to the Hungarian Civil Code's 205/B.§ (2) paragraph the GPC does not contain such conditions that deviate significantly from the regular contractual practice, and the provisions of this contract or the clauses of the previously applied contract.

2. The detailed list of consignment ordered by the Customer is contained by the unilateral purchase order or the Individual Contract concluded upon the present GPC.
3. The contractual relationship between the Customer and the Supplier is concluded either upon the unilateral purchase order or with the confirmation order of the Supplier's quotation.
4. The Customer can request quotation from the Supplier regarding the consignment. Upon the arrival of request for quotation from the Customer, the Supplier shall send an itemized quote to the Customer. The quotation generally contains the following items:
  - the name and description of the Consignment, including the definition and specification of services provided by the Supplier
  - the price of the consignment and the charges levied by the Supplier
  - the duration of the offer validity, and the other significant terms and conditions indicated by the Supplier (e.g.: delivery, part delivery schedule, performance periods, payment schedule)

The Customer confirms the itemized quote provided in writing with authorized signature until the expiration of offer validity. The offer validity of the quotation is 30 days after arrival at Customer. If the Customer sends the purchase order after the expiration of offer validity to the Supplier, then the Supplier shall be released from its obligation, and the purchase order shall become binding only by the Supplier's separate written acceptance (confirmation).

Individual Contract is concluded between the Customer and the Supplier only in case if the purchase order being identical to the itemized quote is sent prior to the end of offer validity described in the paragraph above, from the Customer to the Supplier. The Supplier acknowledges that he cannot charge further costs



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to the Customer other than included in the quotation. If the Supplier receives the purchase order after the expiration of offer validity. If the Supplier receives the purchase order after the expiration of offer validity, Supplier confirms in written form.

If the Customer sends the purchase order with content not specified by the quote, then shall draw the attention of the Supplier. This notification is considered as a request for quotation. In such case the Supplier generates a new quotation based on the notification that provides to the Customer. The Customer is obliged to order the consignment after receiving the new quotation according to the provisions of the GPC described above.

5. The Customer shall retain the Intellectual Property Rights and/or rights derived from copyright protection for the documents and designs (hereinafter: Documents) made by the Customer, necessary for the request of quotation and that are provided to the Supplier. These documents shall be provided to any third party – sub-suppliers – by the Supplier only after the prior consent of the Customer. For the request of the Customer, the Supplier is obligated to return the Documents, if the Customer does not conclude the Individual Contract with the Supplier. The above-mentioned provisions are valid for the Documents of the Supplier.

The Parties commit themselves to keep confidential any trade secret that they were informed in course of placing an order and quotation, and during the performance of their contractual relationship between them, and not disclose it or provide it to any third party. Trade secrets are any facts, information, solution or data related to the economic activities of parties, the disclosure, the acquisition by unauthorized persons and the use of which would harm or endanger either party's legitimate financial, economic or market interests.

6. The contracting parties agree in the Individual Contract about the possibility or exclusion of partial delivery according to the nature of the consignment.
7. The term 'claim for relief' used in the present GPC includes the compensation for unjustified expenses also.

## **II. PRICES, PAYMENT TERMS, OFFSETTING**

1. The request for offer and the order of the respective consignment, the gross/net prices specified in the Individual Contract shall include the packaging and shipping charges, unless the parties agreed otherwise in the Individual Contract.
2. The payment for the Consignment shall be carried out according to the agreed currency and manner specified by the Individual Contract, without any deduction or offset of any bank charges.
3. The Customer shall offset only such claims which have been acknowledged in writing by the Supplier, are not in dispute, or are final and binding.

## **III. DELIVERY DEADLINE, DELAY, LIQUIDATED DAMAGES, RISK OF DAMAGES**

1. For the delivery deadlines are governed by the terms included in the Individual Contract. The deadline shall be deemed to have been fulfilled, if in the Supplier delivered the Consignment completely and contractually at the time and place specified in the Individual Contract, or if the consignment is reported completed within the deadline and the Customer is default with takeover. The Customer is default with takeover if the ordered consignment is not taken over until the last day of the deadline specified in the Individual Contract.
2. In the event the Parties fail to meet the deadlines in accordance with the dates specified by the Individual Contract due to force majeure, extraordinary circumstances (uprising, war, or other similar events such as



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bailouts, strikes; extraordinary natural circumstances such as fire, flood etc), then the deadlines shall be extended by the time of resulting of the event. The Parties in this case shall notify each other about the occurrence of such event and the expected time of delay.

3. In the event the Supplier fails to deliver an item of Goods in accordance with the dates specified, the Customer shall be entitled to Liquidated Damages for each week/day of the delay, which equals the affected Consignment's net price's 0.5%, however, the total amount of Liquidated Damages shall not be greater than the affected Consignment's price's 20%. The Supplier acknowledges that in the event of delayed delivery the Customer above the Liquidated Damages can exercise its rights of indemnification, in particular for those damages that occurred between the Customer and third-party persons but causing the Customer to delay in its contractual relations with third parties. In this event, the Customer is entitled to claim for all damages and charges incurred against him.
4. The Customer shall claim indemnification for delayed deliveries according to state in this paragraph and the Hungarian Civil Code.
5. The Risk of Damages passes to the Customer when the Supplier has handed over the Consignment to the Customer. The Supplier shall insure the Consignment against the regular shipping risks unless the Parties agree otherwise in the Individual Contract.

### **V. LIABILITY FOR QUALITY FAULTS**

The Supplier shall be liable for the quality faults (hereinafter: Fault) as set out below:

1. The Supplier shall – taking into consideration the particularities of the Consignment – be obligated to repair or replace the defective shipment free of charge, provided that the Fault already existed at the time of passing the risk.
2. The limitation period for claims for repair or replacement shall be six (6) months from the commencement of the limitation period provided in the Civil Code of Hungary, and similarly, the same rule shall apply for cancellations and price discounts. This rule does not apply if any statutory provision requires longer eligibility period for any Consignment.
3. The Customer shall be obliged to report the Fault in writing to the Supplier.
4. The Supplier shall be obliged to repair or replace the damaged Consignment – taking into consideration the nature of the Consignment.
5. Insignificant deviation from the agreed quality and the technical specifications concluded in the contract also results in an error, given that the order is made according to the technical parameters communicated in advance, so the insignificant error looking at the particularity of the Consignment cannot be interpreted.
6. Related to additional performance costs, the Supplier shall not be entitled to claim for additional costs, including but not limited to travel, transportation and material costs, labour costs, if the costs are higher because the Consignment should be shipped to other location than the Customer's premises.
7. The Supplier shall be liable for all the damages caused by defective delivery to the Customer. The Supplier acknowledges that is liable for each damage derived from defective delivery, as defined in the event of late delivery, and in particular for those damages that occur by the defective or late performance are reasonably attributable to the Customer.



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### **VI. FAILURE OF PERFORMANCE, CONTRACT MODIFICATION**

1. In the event of failure of performance, the Customer shall be entitled to claim compensation for resulting loss, unless the Supplier is not liable for the failure.
2. In the event of an unforeseeable event occurs in the economic circumstances of the Parties that fundamentally alters the value or content of the Consignment, or that has significant effect on the business, then the Individual Contract shall be amended taking into consideration all circumstances. If this is not possible or would cause such damage of interest, delay that it cannot be expected from the Customer, then is entitled to cancel the Individual Contract. In the event of the Customer wants to exercise right of cancellation then is obliged to notify the Supplier immediately.

### **VII. SEVERABILITY**

1. The severability of one or more provisions of the present GPC or the Individual Contract does not influence the validity of the other provisions unless the contractual obligations would not be sustainable.

### **VIII. TERMINATION**

1. In addition to the rights of termination of this GTC and Individual Contract, any Party may terminate the Individual Contract if the other Party has grossly breached the contract and does not take all necessary steps to remedy such breach in 15 days of receiving the notice.

### **IX. APPLICABLE LAW, PLACE OF DISPUTE SETTLEMENT**

1. The Parties shall endeavour to resolve their disputes regarding this GPC in a peaceful manner.
2. This GPC and the Individual Contracts concluded on the basis thereof are governed by Hungarian law.
3. This GPC was prepared in the languages of English and Hungarian with the Hungarian text prevailing in case of discrepancies among these variations.

Budapest, 2021. 11. 15.