

**Terms and Conditions of Purchase – ElringKlinger Hungary Korlátolt Felelősségű Társaság
(status: June 2023)**

6000 Kecskemét, Paul Lechler utca 4., company registration number: 03-09-129261

I. General / scope of application

1. Orders are only subject to these terms and conditions of purchase. We will only accept the supplier's general terms and conditions which are contrary to or different from our terms and conditions of purchase if we have expressly agreed to them in writing. The acceptance or payment of goods or services from the suppliers shall not be considered as consent.
2. Neither the former customs, business practice or agreements of the Parties nor the customs of the given branch of business shall become part of the contract. After having read and interpreted these Terms and Conditions of Purchase, the supplier declares that it accepts the conditions, particularly the specifications in bold.

II. Conclusion of contract

1. The conclusion of contracts, delivery requests and orders, as well as any amendments thereto, shall be recorded in writing. Any legible declaration, other than a document signed on paper, which is capable of being reproduced in unaltered form and which can be transmitted by telecommunication (e.g. fax, e-mail) and recorded on a durable medium, shall be considered to be in writing in accordance with these Terms and Conditions of Purchase. The same applies to deviations in quality and quantity from our order, as well as to subsequent amendments to the contract. In individual cases, the ordering standards and drawings, including tolerance values, are binding. By accepting the order, the supplier acknowledges that it has been informed of the method and scope of performance by consulting the available documents. Obvious errors, spelling mistakes and calculation errors in the order or in the documents, drawings and plans provided by us do not create any obligation on our part. The supplier is obliged to notify us of such errors. The same applies to the absence of documents or drawings.
2. Orders are binding on us only if the supplier confirms them in writing within 14 days of delivery, specifying the binding delivery date, unless otherwise agreed in individual cases.
3. The Parties expressly exclude the provisions of Section 6:74 of the Hungarian Civil Code (Ptk.) with regard to the conclusion of contracts in the course of a competitive tendering procedure.

III. Delivery and dispatching

1. The agreed delivery date (delivery deadline or delivery date) is binding. The supplier shall bear the purchase risk for its services unless otherwise agreed in individual cases (e.g. limitation of stock). The supplier will be immediately in default without notice if the agreed delivery date is not met.
2. In the event of delay in delivery, we are entitled to the remedies provided by law; after a reasonable period of extended time limit has elapsed without result, we have the right to withdraw from the contract and claim damages instead of performance.
3. In the event of a delay in delivery, we are entitled, after prior notice, to charge a penalty of 0.5% of the value of the order for each week of delay commenced, up to a maximum of 5% of the value of the order. The contractual penalty shall be set off against the damages caused by the delay and to be compensated by the supplier.
4. Partial deliveries are not allowed unless we have given our written consent.
5. Unconditional acceptance of a delayed delivery or service does not constitute a waiver of any claims we may have against you as a result of the delayed delivery/service.

6. We have the right to decline the acceptance of the goods before the delivery date.
7. Our instructions for delivery must be followed. Any costs incurred by us as a result of non-compliance with our instructions for delivery shall be borne by the supplier.
8. Delivery shall be made free of charge at the expense of the supplier to the place of delivery specified by us. If, exceptionally, we bear the delivery costs, the supplier shall use the mode of delivery prescribed by us, otherwise the mode of delivery most favourable to us.
9. The risk of loss or damage is transferred upon acceptance of the goods at our place of receipt.
10. Unless otherwise agreed, packaging is included in the price, otherwise packaging will be charged at cost price. The supplier must use the packaging we require and ensure that the goods are protected from damage.

IV. Force majeure

Disturbances, official measures and other unforeseeable, unavoidable and extraordinary events outside the scope of the business activity shall relieve the party concerned of its contractual obligations for the duration of the disruption. The party concerned shall immediately inform the other party if such an event is imminent and/or has occurred. The party concerned will do everything within reason to limit the impact of such events. In addition, it shall immediately notify the other party of the end of the event.

V. Quality and acceptance

1. The supplier warrants that the products supplied comply with the technical data and specifications required by us, the relevant accident prevention and VDE regulations, the relevant legal provisions and the state of the art.
2. In order to ensure the quality of the goods, the supplier must carry out appropriate quality control in terms of type and scope.
3. As far as sizes, quantities and quality are concerned, the values we determine during the inspection of incoming goods and quality control are the guiding values.
4. We reserve the right, to the extent possible in the normal course of business and at the time of receipt of the goods, to check that the goods are not defective and that the correct product and complete quantity has been delivered.
5. We are obliged to carry out quantity and identity checks and to inspect the contract goods for visible delivery damage. Such errors will be promptly challenged. Any further investigation and reporting of defects is excluded.
6. The supplier must make the supplier's declarations required by law correctly and in full.
7. If we or our customers are liable to pay because of our own incorrect declaration of origin, or if we or our customers suffer any other financial loss as a result, and the fault is based on the supplier's incorrect declaration of origin, the supplier will be liable.
8. Where the supplier supplies articles within the meaning of Article 3 of Regulation (EC) No 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), the supplier is responsible for fulfilling the obligation to provide the information specified in Article 33 of REACH.

VI. Payment conditions

1. The prices include the packaging, delivery and other fees.

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2. Unless otherwise agreed, payment of the invoice is made within net 60 days of receipt of the invoice and the goods or provision of the service. In case of acceptance of an earlier delivery, the payment deadline will be determined taking into account the originally agreed delivery deadline.
3. Payment is made subject to the right to check and dispute the invoice and to regular delivery.
4. We are entitled to ask for a bank guarantee for advance payments.

VII. Guarantee

1. The supplier guarantees that the goods, including their packaging and labelling, comply with our instructions. Our orders are fulfilled professionally and appropriately, in accordance with the state of the art.
2. Unless otherwise provided herein, the statutory provisions on warranty of title and warranty of performance shall apply.
3. We will notify the supplier immediately of any shortcoming or defect in the delivery as soon as we become aware of it in the normal course of business. In the event of delivery of defective goods, the supplier has the right to make subsequent performance, at our option, in the form of repair or subsequent delivery. In urgent cases, we are entitled to carry out the repair ourselves at the supplier's expense or to have it carried out by a third party. In particular, it is considered to be urgent if it is no longer possible or is unreasonable to inform the supplier of the defect and to set a time limit for remedying the defect in order to prevent imminent danger or major damage. The supplier shall be informed about this measure immediately.
4. The warranty period is 48 months from the date of delivery of the goods (transfer of risk) if the goods are used for the sale of products to vehicle manufacturers or suppliers to the vehicle industry. In other cases, the warranty period is 30 months.
5. In the event of a legal defect (obstacle to obtaining title), the supplier is obliged to indemnify us against any claims by third parties, unless the supplier is not responsible for the legal defect (obstacle to obtaining title).
6. In the event of replacement delivery, the warranty period will start again from the delivery of the goods. In the event of a repair, the warranty period will start again for the part affected by the repair when the repair obligation has been fully met. This does not apply if the supplier, when carrying out the repair, has expressly and correctly maintained that the repair will be carried out only on an equitable basis, in order to avoid disputes or to maintain the supply relationship.
7. If we incur costs due to faulty delivery or other breach of obligations, in particular delivery, material, labour and replacement costs or costs for inspecting incoming goods that exceed the usual level, the supplier is obliged to reimburse these.

VIII. Product liability

1. In the event that a claim is made against us under the rules of product liability or similar liability, independent of fault and not subject to limitation by agreement, under foreign law, the supplier shall indemnify us against such third-party claims if the damage was caused by a defect in the goods delivered. The division of damages between us and the supplier is governed by Section 6:524 of the Civil Code. This applies even if the injured party is claiming against the supplier only. If the cause of the damage is the responsibility of the supplier, it must prove that the damage was caused by an unforeseeable circumstance and that it could not reasonably have been expected to have avoided the circumstance or to have avoided the damage. All costs of market surveillance measures related to the

defective product delivered by the supplier and any liability to compensate the consumer/compensation paid are considered foreseeable damages and must therefore be fully reimbursed by the supplier. For these claims, the supplier waives the statute of limitation objection as long as a claim against us can be asserted.

2. In the cases referred to in paragraph 1, the supplier shall bear all related costs and expenses. In all other respects, the legal provisions shall apply.
3. If we and/or the buyer are forced to recall and/or bear the costs of the recall due to a defect caused by the supplier's goods, either on our own initiative or by order of a public authority, the supplier shall bear the costs or indemnify us. Such costs are considered as foreseeable damage. Section 6:524 of the Civil Code shall apply accordingly. The supplier shall be informed without delay of any procedure or recourse under sentence 1.

IX. Intellectual property right

1. The supplier undertakes to deliver the goods free of third-party rights (intellectual property rights).
2. The supplier undertakes to indemnify us against any claim by a third party based on infringement of intellectual property rights.

X. Services

Persons who carry out work on any of our premises during the performance of the contract must comply with the current workplace regulations. We exclude liability for accidents unless they are caused by intentional or grossly negligent misconduct on the part of our legal representatives or vicarious agents (contributors).

XI. Information holder, provision of tools

1. All commercial and technical information we transmit and make available must be kept confidential from third parties unless it can be shown to be in the public domain. We reserve all rights to such information.
2. Any drawings, sketches, samples, specifications, internal company data, tools, equipment, etc. that we have provided to the supplier for the purpose of making a quotation or fulfilling an order remain our property. They should be kept with the care of a normal trader and should only be used to fulfil our orders. Products manufactured from material provided by us or on the basis of our confidential information, or using our tools or copied tools, may not be used by the supplier and may not be offered or transferred to third parties.

XII. Compliance

1. The supplier undertakes to comply with the legal requirements concerning the treatment of employees, environmental protection, data protection and occupational safety. In addition, the supplier undertakes to comply with the provisions of the *ElringKlinger Group Supplier Code of Conduct* (available for download here: <https://www.elringklinger.de/en/company/supply-chain-management/sustainable-supplier-management>) in the version in force at the time of the conclusion of the contract and will enforce these provisions against its contractual partners by means of appropriate contractual arrangements.
2. The supplier agrees that we or third parties appointed by us, as well as our customers or third parties appointed by our customers, may audit compliance with the obligations arising from the *Supplier Code of Conduct* and may request access to the supplier's documents for this purpose. In doing so, we reserve the right to make copies if necessary. The audit is limited to

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documents relating to the performance of contractual obligations and is carried out in compliance with data protection regulations and in compliance with corporate and commercial confidentiality. The audit takes place during normal working hours and after prior notification.

3. In the event that the supplier repeatedly breaches this Clause XII and/or does so despite having been notified to do so, and fails to demonstrate that it has remedied the breach to the fullest extent possible and that it has taken reasonable precautions to avoid future breaches, we reserve the right to withdraw from or terminate existing contracts without notice.

XIII. Other

1. For supplementary agreements to be valid, they must be in writing, either signed on paper by hand or with a qualified electronic signature. If any provision is invalid or void, this shall not affect the validity of the other provisions.
2. Only Hungarian law is applicable, excluding the provisions of private international law and the UN Convention on Contracts for the International Sale of Goods (Vienna Sales Convention).
3. The place of performance is the place where the goods are to be delivered in accordance with the contract or where the service is to be provided.
4. The ordinary Hungarian court having jurisdiction for the place of our registered office shall have jurisdiction in all disputes arising out of the contractual relationship. We also have the right to sue the supplier in the courts for the place where the supplier is established or where performance is to take place.