

## **Mould Form & Plast Kft.**

### **General Contractual Terms and Conditions**

#### **I. Validity and effect of the GCTC**

1. The purpose of the General Contractual Terms and Conditions (hereinafter referred to as “**GCTC**”) is to provide information about the contractual practice of Mould Form & Plast Kft. (hereinafter referred to as “**Mould Form Kft.**”) and to define the contractual terms and conditions the provisions of which, unless specifically otherwise provided by the Contracting Parties, shall be considered as prevailing in respect of the legal relationship of the Contracting Parties. Mould Form Kft. makes the GCTC permanently available on its website, so its contractual partners can become familiar with its contents prior to concluding a contract.
2. The provisions of the GCTC shall, even without any particular specification, be integral parts of the sales, transport and other contracts to be concluded in the future by Mould Form Kft. and the Customer.
3. Any deviation from the present GCTC, including the purchase conditions of the Customer, shall only be valid if preliminary accepted by Mould Form Kft. in writing.
4. The present GCTC shall be valid until the issuance of the next GCTC.

#### **II. Offer, concluding the contract, waiver, modification of the Contract**

1. Mould Form Kft. reacts in writing to any inquiry received either orally or in writing and, as a general rule, prepares a detailed offer within 15 days of the inquiry.
2. In respect of matters not specified in the offer the GCTC issued by Mould Form Kft. and available on website of Mould Form Kft. shall prevail.
3. In addition to the technical and economic conditions, the offer shall include the validity period of the offer, this usually being 30 days, unless any different validity period is set forth in the offer.
4. The offer is signed on the part of Mould Form Kft. by the person authorised to provide the offer. It is also expected from the Party entering into a contact with Mould Form Kft. that the order is signed by the person entitled to do so. Should the signatory/signatories of the Contracting Party not be the persons being competent to assume obligations, Mould Form Kft. may not suffer any disadvantage arising out of any damage resulting from such incompetence.
5. Information published in different professional publications, events, trainings or exhibitions shall not be considered to be any specific contractual offer. Drawings, illustrations and technical parameters are of informative nature.
6. In the course of making preparations for the contract, Mould Form Kft. takes every effort in order that the contract is concluded in the possession of all technical and economic information and with conditions mutually accepted.
7. The contact is considered to have been concluded if the final quotation of Mould Form Kft. is accepted and the order is placed. By placing the order, the Customer acknowledges that it has become familiar with and accepted the provisions of the GCTC of Mould Form Kft.

8. Any contract concluded in writing may only be modified in writing. Unilateral declarations relating to differences of opinion, modification or supplementation shall not modify the contractual terms and conditions already accepted.
9. After concluding the Contract, the Customer may only waive the Contract if there is a certified extraordinary and unavoidable reason for doing so, but even in the case of a waiver it shall compensate Mould Form Kft. for any costs incurred by Mould Form Kft. and for the counter value of the deliveries already performed or the services used.
10. Mould Form Kft. may waive the Contract if the Customer fails, even despite a written request, to perform its obligation of supplying data and plans and to cooperate as set forth in the offer.

### **III. Performance, handover, delivery, risk**

1. The place of performance shall, unless otherwise agreed, be the seat of Mould Form Kft. (H-2085 Pilisvörösvár, Szent László utca 20.). In any different case, the place and date of performance and the mode of transportation shall be specified in the given Contract.
2. The delivery deadline is usually included in the confirmation of the order. Mould Form Kft. takes every effort to meet the indicated delivery deadlines as much as possible but it does not assume any liability for any delay occurring due to effects being beyond its own scope of operation and unavoidable by it. The delivery deadline shall only become mandatory if it is expressly qualified to be mandatory in the offer or in the confirmation of the order.
3. If the order cannot be fulfilled by the deadline set forth in the request for quotation, Mould Form Kft. indicates the different performance deadline in its quotation, which shall be considered to be accepted if the Customer sends to Mould Form Kft. the order corresponding to the contents of the quotation.
4. The Customer shall be liable for any delayed delivery occurring as a result of the Customer modifying the original order. This shall particularly apply if the Customer fails to perform its obligations: it fails to send or sends with delay the data in the form agreed or if the data sent are incomplete and due to this subsequent works need to be performed.
5. Mould Form Kft. informs, within the delivery deadline, the Customer about the date when the products are manufactured and when they are ready to be carried away. The products can be carried away from the seat of Mould Form Kft. within the actually valid business hours.
6. The fact of the delivery shall be certified in a delivery note or a handover-acceptance report, making reference to contractual performance and the manufacturing test or tests having taken place.
7. From the date of the handover-acceptance the risk shall become transferred to the Customer.
8. After delivery, the Customer shall notify Mould Form Kft. in writing about having accepted the products in terms of quality and quantity. In case the Customer fails to notify the acceptance of the products even despite several requests, Mould Form Kft. is entitled to issue the invoice or the final invoice on the 60<sup>th</sup> day following the first test,

or, without any test, on the 60<sup>th</sup> day following the final handover, and the performance shall be considered acknowledged.

9. If the Customer presumes that it will not be able to take the products over at the agreed time, it shall notify this in writing forthwith and shall agree with Mould Form Kft. on an expected new deadline for the taking the products over.

The delivery deadline shall be considered to have been met if the Customer fails to fulfil its obligation of taking the goods over within 30 day from the first notification of the goods having been manufactured. In this case the Customer shall perform its payment obligation contractually even in this case. From this moment the risk, too, shall become transferred to the Customer as if it had taken the products over by the expiry of the contractual deadline. The Customer shall also bear the costs of further warehousing.

In addition, Mould Form Kft. is also entitled to enforce its claim for compensating its further damages resulting from any delay arising out of circumstances having occurred in the scope of interest of the Customer.

10. If Mould Form Kft. is, foreseeably, unable to keep the delivery deadline undertaken in the Contract, it shall indicate this in writing with immediate effect and to consult the Customer regarding an expected new deadline for taking the products over. In case of a delivery delay of more than 60 days, the Customer shall be entitled to waive the Contract and to claim the paid advance back.
11. The Contracting Parties shall be exempted from the legal consequences of the delay if such delay is caused by any event of force majeure. Force majeure shall, in particular, include any unforeseeable event or hindrance being beyond the control of the Contracting Parties (e.g. purchase difficulties, breakdown, strike, lack of means of transport, intervention or procedure of authorities, irregular energy supply, etc.). In this case the delivery deadline shall be extended accordingly.

#### **IV. Prices, terms of payment, invoicing**

1. Prices are net prices increased by the actual value added tax having the lawful rate.
2. Unless otherwise agreed, the prices are meant Ex Works the site of Mould Form Kft. Prices do not include the costs of loading, except if the offer or the order confirmation specifically provides for this.
3. Possible modes of payment: bank transfer or cash. In case of paying in cash, payment shall be considered to have been performed upon handing the money over, and in case of paying by bank transfer upon crediting the amount on the bank account of Mould Form Kft.
4. Currency of the prices: forint or euro. The currency shall always be indicated in the offer or in the order confirmation. In case of paying in a currency other than that indicated in the offer or the order confirmation, the exchange rate differences and other bank costs shall be borne by the Customer.
5. Mould Form Kft. establishes the terms of payment, i.e. the due date, the schedule and details of the payment and the amount and due date(s) of the advance(s) in the offer.
6. Mould Form Kft. is entitled to ask for a payment security, paying the entire purchase price in advance, advance or caution money, or bank guarantee. Mould Form Kft. shall indicate these in its offer.

7. In case of manufacturing unique tools, advance shall typically be paid (i) upon placing the order, (ii) upon handing the tool over for the first test, and the final invoice shall be issued upon the final handover of the product, provided that the Customer accepts the performance.
8. Unless otherwise agreed, in case of manufacturing unique tools the prices typically include the designing of the tool, the entire costs of manufacturing, costs of the base materials and components, fees of subcontractors used, costs of optimising the tools, if it does not result in any change in construction.
9. In case of an advance is required, Mould Form Kft. issues an advance invoice in accordance with the actually effective act on value added tax.
10. Mould Form Kft. is entitled to issue an invoice or a final invoice upon the performance of the contract or the final handover of the product, provided that the product is accepted by the Customer. In case the Customer fails to notify the acceptance of the product, Mould Form Kft. is entitled to issue the invoice or the final invoice on the 60<sup>th</sup> day following the first test, or, without any test, on the 60<sup>th</sup> day following the final handover.

#### **V. Payment delay, set-off**

1. In case of a delayed payment, Mould Form Kft. is, under Section 6:155 (1) of the Civil Code, entitled to a default interest from the day following the due date.
2. The Customer acknowledges that if it exceeds the due date and fails to fulfil its obligation even despite a reminder, Mould Form Kft. shall be entitled to institute a liquidation procedure against it or to claim the product back.
3. In case the Customer fails to fulfil its advance payment obligation even despite a written reminder after 15 days from the original due date, Mould Form Kft. shall be entitled to waive the Contract and to claim, based on its partial performance, the compensation of its costs having been incurred until then.
4. The Customer shall not be entitled to set its claims off against the claims of Mould Form Kft., except if the Parties have agreed on this in writing preliminarily.

#### **VI. Retaining ownership**

1. Mould Form Kft. retains ownership of the products until all claims of Mould Form Kft. against the Customer have been satisfied.
2. Mould Form Kft. shall be entitled to have the retaining of ownership of the products entered in the loan security registry. The Customer shall not be entitled to sell, lease, pledge or grant use for any product affected by the retaining of ownership, to any third party.

#### **VII. Liability, limitation of liability, warranty, guarantee, repair, compensation, default penalty**

1. From the date of the handover, Mould Form Kft. assumes guarantee defined in the offer or the order confirmation for the quality of designing, manufacturing and production. If there is not any specific guarantee indicated in the offer or the order confirmation, Mould Form Kft. assumes guarantee under the present GCTC for 6 months from the day of the handover. If any defect occurs within the guarantee performance or deadline certifiably due to poor quality of defective manufacture, we replace the defective or unusable products free of charge as soon as possible or repair it in an expert manner.
2. Any costs incurred in the course of the subsequent repair, in particular the costs of transportation, works and materials are borne by Mould Form Kft. Mould Form Kft. may refuse said subsequent work even in case of a price discount, if it is not possible to repair the product or to replace it or if such repair or replacement entail would entail disproportionately high costs.
3. The liability of Mould Form Kft. does not apply to defects arising out of wear and tear in the course of use.
4. Further, the liability of Mould Form Kft. does not extend to defects occurring for the following reasons, if the occurrence of such defects can be brought up against Mould Form Kft.:
  - accident, mechanical damage, environmental impact, violent intervention, overstrain;
  - improper use, violating the instructions on installation, operation and maintenance, unworkmanlike handling;
  - using inappropriate auxiliary and maintenance materials and lubricants;
  - improper storage, wrong or negligent handling.
5. In case of evident defects, the subsequent claims regulated in the Civil Code in respect of paying damages, reducing prices or waiving the contract shall become terminated by taking the products over but at the very latest if the Customer does not raise any objection in writing within 1 week following acceptance of the products.
6. No objection can be raised against any size or manufacturing difference being of minor extent and not hindering functionality, unless it is specifically regulated in the offer or the order confirmation. No objection can be raised due to subsequent modification requests of technical nature and technical changes, either.
7. If the Customer prescribes or makes a given base material available, Mould Form Kft. does not assume any liability for any defect resulting from the quality of the material, irrespective of the defect being in the product manufactured or in the products to be manufactured by Mould Form Kft.
8. Any claim related to guarantee shall become terminated if the Customer itself or any third party performs modifications on the product without our written permission.
9. The Customer shall not be entitled to any claim for compensation in connection with any direct or indirect damage not having occurred in the product itself, if such damage occurs due to the breach of any obligation, delay, the performance becoming unfeasible, violation of a positive claim, mistake in concluding a contract, unlawful act, or if the damage cannot be attributed to wilfulness or gross negligence.
10. Mould Form Kft. assumes liability if it breaches the material obligations set forth in the contract or if it certifies the Customer of certain properties of a product but fails to ensure such properties and the Customer claims damages therefor.

11. Mould Form Kft. only accepts any claim for a default penalty if it is set forth in a separate written agreement. The Party that wishes to enforce a claim for default penalty shall state the conditions required for such claim and shall prove such conditions.
12. Any claim or demand for compensation made against Mould Form Kft. in addition to those as set forth in the present GCTC is expressly excluded (except for claims or demands for compensation made due to liability for any damage caused wilfully and doing harm to human life, bodily integrity or health or for any breach of contract).

### **VIII. Copyright, intellectual property, confidentiality**

1. Any intellectual product and authorial work (construction drawings, 3D tool data, CAM data, electrodes, technical data, descriptions), individual procedures implemented in the course of manufacturing and any services that are provided during fulfilling the order and are protectable by copyright shall be considered to be the intellectual products of Mould Form Kft. and neither the partner placing the order, nor any third party shall be entitled to disclose, transfer or use them even partially without a written permission.
2. Mould Form Kft. stipulates that its contractual partners are bound by the obligation of confidentiality and shall keep any information they may have become aware of in the course preparing and performing the contract or during keeping contact.

### **IX. Competence, legal disputes**

1. Any matters not regulated in the present GCTC shall be dealt with in the individual specific contracts and in respect of such matters the provisions of the Civil Code and those of the other relevant effective legal regulations shall prevail.
2. In connection with any legal dispute the Parties shall take efforts to achieve an amicable solution acceptable for both of them and to have direct consultations before referring the dispute to legal proceedings.

Pilisvörösvár, 31 August 2021