

General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as "**GTC**") are issued by **Kárászy Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság** (registered office: 1033 Budapest, Szőlőkert u. 11., company registration number: Cg.01-09-364505, tax number: 10968367-2-41) (hereinafter referred to as the "**Supplier**") to any Hungarian or foreign buyer (hereinafter referred to as the "**Buyer**").

I. General provisions

1. These GTC form an integral part of all sales or delivery contracts concluded by the Supplier, regardless of whether the agreement was made in writing, by e-mail, in an order confirmation or in any other form.
2. By accepting the Supplier's offer or confirming the order, the Buyer expressly accepts these GTC.
3. The general terms and conditions applied by the Buyer shall only apply if they have been expressly accepted in advance by the Supplier in writing.
4. These GTC shall become part of the contract between the Supplier and the Buyer even if the Buyer attaches its own GTC, but the Supplier has not signed them.
5. The Supplier shall be entitled to unilaterally amend these GTC at any time. The amendment shall take effect from the date of notification to the Buyer.

II. Conclusion of the contract

1. The contract shall be concluded upon the Buyer's written acceptance of the Supplier's offer or upon the Supplier's written confirmation of the Buyer's order.
2. The Supplier shall be entitled to reject the Buyer's order in whole or in part without giving reasons.
3. The Supplier's offer shall be valid for 5 working days.
4. The Buyer's order shall not be considered accepted without the Supplier's written order confirmation and shall not give rise to any performance obligation on the part of the Supplier.

III. Subject matter of the contract

1. The subject matter of the contract is the products sold by the Supplier (hereinafter referred to as "**Products**").
2. The quantity, type, technical specifications and price of the Products are specified in the individual offer or order confirmation.
3. The Supplier reserves the right to make technical changes, provided that these do not affect the basic function, intended use or quality parameters of the Product.
4. The Supplier shall not be liable for the accuracy of technical data, brochures or catalogs issued by manufacturers, unless expressly included in the contract.

IV. Prices and payment terms

1. The prices indicated are net prices and do not include taxes, customs duties, shipping and packaging costs, or insurance.
1. Payment deadline: 8, 15 or 30 days from the date of invoice, as specified in the offer.
2. The Supplier shall be entitled to request an advance payment, security deposit or bank guarantee from the Buyer in the event of the Buyer's improper payment behavior, delay or any

- reasonable doubt regarding its solvency. The Supplier shall be entitled to make the commencement or continuation of performance conditional upon the provision of such security.
3. The Supplier shall be entitled to unilaterally adjust the price, freight charges, customs duties or energy prices increase by at least 5% after the conclusion of the contract.
 4. The Buyer shall not be entitled to set off its payment obligations to the Supplier, unless the claim is based on a final court decision.
 5. In the event of late payment, the Buyer shall be obliged to:
 - a. pay default interest (Section 6:155 of the Civil Code of Hungary),
 - b. accept the suspension of further deliveries by the Supplier during the period of delay in payment,
 6. The Buyer may not refuse payment on the grounds of defective performance.
 7. The Supplier shall be entitled to retain all Products already manufactured for the Buyer but not yet delivered until the Buyer has settled all outstanding debts in full.

V. Retention of title

1. The Supplier shall retain title to the Products until the Buyer has paid the full purchase price and all other costs in full.
2. Until the transfer of ownership, the Buyer shall:
 - a. not alienate or encumber the Products,
 - b. insure them at its own expense,
 - c. handle and protect them in accordance with their intended use, and immediately notify the Supplier of any damage.

VI. Terms of delivery, transfer of risk

1. Place of performance and applicable INCOTERMS rule:
 - a. in the basic case: EXW Supplier's premises,
 - b. if the Parties agree on different INCOTERMS conditions in a specific contract, the individually accepted INCOTERMS rule shall apply.
2. Under the EXW condition, the risk of damage shall pass to the Buyer upon delivery of the Product at the Supplier's premises.
3. If the Buyer does not sign the handover protocol but actually takes possession of or transports the Product, performance shall be deemed to have been completed even in the absence of the protocol.
4. In the event of a delay in acceptance by the Buyer:
 - a. the risk of damage shall be borne by the Buyer,
 - b. the Supplier shall be entitled to charge a storage fee, the amount of which shall be: the current storage cost + 20% administration fee, plus any additional verified costs resulting from the delay.

VII. Delay or failure on the part of the Supplier

1. The Supplier shall not be liable for any delay or failure on the part of its suppliers if this is beyond the Supplier's control and the Supplier has taken reasonable steps to ensure replacement performance.
2. The Supplier's liability for delay or failure to deliver shall not exceed 10% of the net purchase price of the Products concerned, except in cases of intentional or grossly negligent damage. The Supplier shall not be liable for lost profits, indirect or consequential damages.
3. In the event of any delay on the part of the Supplier, the Buyer shall grant a reasonable additional period for performance in writing.

4. The contract shall be deemed to have failed if the reasonable additional period for performance (minimum 10 working days) granted to the Supplier by the Buyer expires without result.

VIII. Complaints, defective performance

1. The Buyer shall inspect the Product within 3 working days of receipt.
2. The Buyer shall document the defect in detail (report, photo).
3. The Supplier shall, at its discretion,
 - a. repair the defect or
 - b. replace the Product, or
 - c. grant a proportional price reduction.
4. The Product may only be returned with the prior written consent of the Supplier.
5. The Buyer shall not be entitled to withhold, offset or refuse payment of the purchase price or part thereof on the basis of a fault report or ongoing complaint.
6. The Buyer shall notify the Supplier in writing without undue delay of any notice or claim for defective performance upon discovery of the defect. The defect report shall in all cases be sufficient to enable the unambiguous identification of the Product and shall contain a detailed description of the defect complained about. Depending on the nature of the defect and the information available, the defect report shall, where applicable, be accompanied, in particular, by the following documents and data: data identifying the Product (in particular: manufacturing or serial number), a written defect report describing the malfunction or defect, together with the available evidence (in particular: photographs, measurement, inspection or test reports), the installation or assembly report relating to the installation or commissioning of the Product, if such a report has been prepared. The defect report and all related documents may be submitted electronically (email), or by registered mail. The Supplier shall be entitled to make the examination and assessment of the defect report, as well as any further measures – in particular the inspection, return or replacement of the Product – conditional upon the prior provision of all necessary information and documents and the Supplier's prior written approval at its sole discretion. The Supplier shall not be liable for defects or failures resulting from improper or use other than for its intended purpose, faulty or unprofessional installation, unauthorized modification, handling or operating errors, or use of the Product contrary to the technical specifications or instructions. Furthermore, the Supplier shall not bear any customs duties, fees, taxes or other public charges related to the shipment, delivery or return of the Product. The Parties may agree otherwise in writing with respect to the matters governed by this Section; in which case such written agreement shall prevail.

IX. Liability insurance

1. After the transfer of risk, the Buyer shall be obliged to take out adequate insurance at its own expense against the risks associated with the storage, use, processing, installation or resale of the Product (in particular: property insurance, transport insurance, product liability insurance).
2. The insurance must cover all damage that may result from the destruction, damage or mishandling of the Product.
3. The Supplier shall be entitled to check the document certifying the existence of the insurance at any time.
4. In the absence of insurance or if the insurance is inadequate, the Supplier shall not be liable for any damage covered by the insurance.

X. Sanctions, Compliance and Ethics Statement

1. The Buyer declares and warrants that

- a. its activities comply with applicable anti-corruption, anti-money laundering, export and sanctions laws.
 - b. it is not subject to economic sanctions imposed on countries or persons that are subject to restrictions imposed by the EU, the United States or the United Nations.
 - c. it has no connection with any person or organization subject to international sanctions and undertakes to notify the Supplier immediately in writing if such a connection arises.
2. The Supplier shall be entitled to terminate the contract with immediate effect if the Buyer breaches the provisions of this clause.

XI. Subcontractors

1. The Supplier shall be entitled to use subcontractors.
2. The Supplier shall be liable for the activities of subcontractors as if it had acted on its own behalf.

XII. Force majeure

1. Neither party shall be liable for failure to perform the contract if this is due to unavoidable external circumstances (force majeure).
2. The parties shall immediately notify each other in writing of any force majeure event, otherwise they shall not be exempt from liability.

XIII. Notifications

1. Notifications between the Parties shall be deemed valid if they are sent in writing in a verifiable manner (by registered letter, courier, or e-mail with confirmation of receipt).
2. Notifications sent by email shall be deemed to have been delivered two working days after dispatch.
3. The Parties shall immediately notify each other in writing of any changes in the contact details provided.

XIV. Governing Law and Jurisdiction

1. The contract shall be governed by Hungarian law, in particular the Civil Code (Act V of 2013).
2. The Parties expressly exclude the application of arbitration proceedings. Their legal disputes shall be settled exclusively before the ordinary courts.
3. The Parties agree that the Hungarian courts shall have exclusive jurisdiction to settle any legal disputes.
4. By accepting these GTC, the Supplier and the Buyer expressly submit to the exclusive jurisdiction of the Hungarian courts.
5. The Parties expressly exclude the application of the Vienna Sales Convention (CISG).

XV. Final provisions

1. These GTC may be updated by unilateral amendment by the Supplier, and the amendment shall take effect upon notification to the Buyer.
2. Issues not regulated in these GTC shall be governed by Hungarian law.
3. These GTC shall enter into force on 16-12-2025 and shall remain valid until revoked.