

General Terms and Conditions of Purchase (GTCP)

These terms and conditions of purchase apply to all purchases made by **Terrán Tetőcserép Gyártó Korlátolt Felelősségű Társaság** (registered office: H-7754 Bóly, Tompa M. u. 10., company registration number: 02-09-064553).

1. Preamble

Our company, as the Customer, shall conclude contracts for the purchase of goods, equipment, machinery, raw materials and other movables exclusively in accordance with the provisions of these GTCP. The Supplier's terms and conditions of sale and delivery shall not form part of the contract, in whole or in part, even if our company does not expressly object to them. This also applies if the Supplier expressly states that it only intends to deliver on its own terms.

2. Orders/Contracting

- 2.1 Our orders and agreements are binding on us only if they are made in writing or confirmed in writing after an order has been placed verbally or by telephone, quoting the order number.
- 2.2 This GTCP is valid together with the written order and together they contain all the terms and conditions of the relevant legal transaction.
- 2.3 If we do not receive written confirmation of the order without delay—but not later than 14 days after receipt of the order—with reference to the order number, we may cancel or withdraw from the order without legal consequences.
- 2.4 No promises, information, advice, etc. given orally or by telephone, whether before or after the conclusion of the contract, shall give rise to any rights against our company. Such oral statements are only binding on our company if they are confirmed in writing or if our company has expressly waived the written form in a verifiable manner.
- 2.5 The order number must be indicated on all correspondence, invoices, and delivery and performance confirmation documents at all times.

3. Delivery/delay

- 3.1 The delivery deadlines agreed with the Supplier are binding. Delivery times mean the time of arrival of the consignment at the delivery address specified in the order/contract (delivery).
- 3.2 If the contracting partner falls in delay with the delivery/performance (collectively: delivery), we will impose a penalty for late performance. The penalty for late performance will be 0.5 % of the net value of the agreed delivery for each calendar day of delay, up to a maximum of 20 % of the net value. In the event of withdrawal from the contract due to delay, the penalty for non-performance will be 20 % of the net value. The penalty clause and its amount will be accepted and confirmed by the Supplier by written acceptance of the order.

The acceptance of late performance does not constitute a waiver of the penalty.

- 3.3 Without prejudice to the statutory and contractual rights of our company, we may have the performance missed by our contracting partner delivered/completed by a third party at the expense of the contracting partner after the expiry of a reasonable grace period set by our company. If the delivery/performance by a third party involves additional costs, our contracting partner shall be liable for the reimbursement of such costs.
- 3.4 All deliveries must be accompanied by a delivery note from the Supplier, which must include our company's order number and order lot number.
- 3.5 In all cases, the consequences of incorrect, incomplete, or late delivery documents will be borne by our contracting partner, who will indemnify our company for the delay.
- 3.6 Advance or partial deliveries are only possible with prior written consent or on the basis of an express contractual clause.
- 3.7 Delivery, including proper packing, will take place at the premises or delivery address, at the cost and responsibility of the contracting partner (free of charge according to Incoterms 2020 / DAP Bóly or destination).
- 3.8 Packaging materials shall be taken back by the contracting partner. In the event that the packaging does not comply with the statutory or contractual requirements, the costs of return and recovery/transportation shall be borne by our contracting partner at all times.

4. Obligation to provide information

The contracting partner shall notify us in writing of any expected delays in deliveries immediately upon becoming aware of them; such notification shall not exempt the contracting partner from any adverse legal consequences applicable against it.

5. Acceptance exemptions

Our company accepts the deliveries during legal working hours on working days from 6 o'clock in the morning to 14 o'clock in the afternoon at its registered office or its site or branch office specified in the order as the place of performance. At any other time, our company will undertake to accept delivery only with a prior written agreement. If due to a work stoppage or force majeure, our company is prevented from accepting delivery of the consignment at the time agreed in the contract, for that period, we will be released from our obligation to accept delivery on time and from any adverse legal consequences.

6. Conditions of payment

6.1 Payment of the delivered goods, machinery, raw materials, and contractor's fees shall be made in the currency indicated in the order.

6.2 The payment period starts from the date of receipt of the duly issued invoice after acceptance of the goods/machinery/materials/equipment.

If no other payment deadline is agreed upon, payment is due 30 days after receipt of the invoice. If our company pays the invoice within 8 days of its issue, it will be entitled to deduct a discount of 3 %.

6.3 In the event of late payment, the contracting party shall be entitled to charge interest on late payment at the statutory rate in accordance with the applicable provisions of the law.

6.4 Ownership of the delivered product/goods/equipment/ machinery shall pass to our company upon delivery (transfer of possession) of the movable property to our company, and the Supplier shall not be entitled to retain ownership of the movable property following the transfer of possession.

7. Assignment/assumption of debt

7.1. The Supplier's contractual obligations may only be performed by a third party or company with our prior written consent. In the absence of written consent, we may refuse the delivery/acceptance of the goods offered by a third party. If despite this clause, we accept the ordered goods from a third party, it shall be deemed as if the third party performing the service had performed as a subcontractor of the contracting partner, in which case our contracting partner shall be fully liable to our company for the goods delivered, and the acceptance of the goods from the third party shall not exempt our contracting partner of its warranty and other liability arising from the contract.

7.2. The Supplier may assign its contractual claims against us to a third party only with our express written consent to that effect.

8. Warranty

8.1 The Supplier warrants that all deliveries comply with the characteristics set out in the contract, the relevant professional and technical specifications, the current provisions of the EC Directive on the use of work equipment, all other regulations and directives issued by the EU or Hungarian legislator and supervisory authorities in relation to construction, accident prevention and environmental protection, such as those concerning the marking of hazardous substances and processes, the provisions in force at the time of delivery and the state of the art.

8.2 We will inspect the goods immediately upon acceptance, but not later than 14 days after acceptance. Our objections will be deemed to have been made in due time if we notify the Supplier of them within 14 days of acceptance or the discovery of the defect.

8.3 The warranty period is 1 year from the date of acceptance of the consignment or installation.
For deliveries without installation or final acceptance, the warranty period is 1 year from the date of delivery.

8.4 If the consignment is defective, we may choose, at our own discretion, between the statutory warranty claims within the warranty period.

8.5 If a subsequent repair becomes necessary and the Supplier fails to undertake it or fails to undertake it in due time, we will repair the defect at the Supplier's expense or have it repaired by another party, or we will withdraw from the contract.

8.6 In the event of a defect that prevents the product from being used as intended, the warranty period is extended by the time taken to repair the defect. For replaced or substituted items, the warranty period will start again when the consignment is restored to its contractually correct, faultless usability.

8.7 Acceptance or use of the consignment, or approval of the Supplier's specifications or other documents, shall in no way constitute a waiver of our warranty claims or rights.

- 8.8 All transport and performance (including delivery and return, travel, and labour costs) to be carried out by the Supplier on the basis of the warranty liability shall be free of charge to our company and shall be borne by the Supplier, who shall at all times be liable under warranty for the defect covered by the warranty. Should our company incur any costs in connection with the Supplier's warranty liability, the Supplier shall immediately reimburse our company for it.

9. Product liability

- 9.1 If a claim is made against our company on the grounds of a breach of safety regulations or on the basis of domestic or foreign product liability law due to the defectiveness of our product, which is attributable to the Supplier's product, our company shall be entitled to compensation from the Supplier for any resulting damage.
- 9.2 The Supplier shall mark its products, as far as possible, so that they can be permanently identified as the Supplier's products. Exceptions are provided in a separate contract.
- 9.3 The Supplier shall carry out quality assurance in accordance with the nature and scope of the product and the state of the art and shall certify this to us on request.
- 9.4 The Supplier shall, at our request, take out an insurance policy covering all risks arising from product liability in the amount of our company's annual order book and shall present the insurance policy at our request.

10. Third-party proprietary rights

- 10.1 The Supplier warrants that its consignment is free from third-party proprietary rights and undertakes to indemnify our company against all damages and costs arising from any breach of this warranty or any prohibition of the use of the consignment by a third party.
- 10.2 If despite this, the use or exploitation of the goods supplied by the Supplier infringes the proprietary rights of a third party, our company shall be entitled to purchase a licence for the goods or their use from the rightful owner of the proprietary right at the Supplier's expense.

11. Technical documents

- 11.1 The ownership of all drawings and other technical documents provided by our company to the Supplier for the fulfilment of orders shall at all times remain our property, and the Supplier shall return them after the order has been fulfilled without any special request to do so.
- 11.2 Documents provided by us may only be used to the extent permitted by us in writing and may not be reproduced or made available to third parties without our prior written consent.

12. Confidentiality/advertising

- 12.1 Our orders and the commercial and technical details relating thereto shall be treated as business secrets by the Supplier (Contracting Partner).
- 12.2 The Supplier may only refer in its advertising to its business relationship with our company with our prior written consent.

13. Jurisdiction and applicable law

- 13.1 In the event of a dispute, we will seek an amicable settlement. However, if this is without result, the Pécs District Court or, depending on its competence, the Pécs Regional Court shall have exclusive jurisdiction in all disputes relating to this GTCP.
- 13.2 Issues not regulated in these General Terms and Conditions of Purchase shall be governed by Hungarian law, including the applicable rules of the Civil Code.

14. Processing of personal data

The personal data obtained in connection with this transaction will be processed by Terrán Kft in accordance with the applicable provisions of the law and the applicable data processing regulations. The rules on the processing of personal data are set out in the Privacy Notice. (<https://terranteto.hu/adatkezelesi-szabalyzat/>) By entering into the contract, the Supplier acknowledges reading and accepting the contents of our Privacy Notice.

15. Notices

- 15.1 In relation to contracts covered by this GTCP, the parties shall give notices to each other in written form in order for the notice to be valid. Statements made by mail, letter or e-mail shall also be deemed to be made in writing.

- 15.2 A written statement shall be deemed to have been validly communicated when it can be proved to have been received by the other party. Communications shall also be deemed to have been received, i.e., communicated, if they have been sent to the addressee by registered post, delivered by hand or by courier, or if it can be proved that the e-mail has been read or replied to by the addressee.
- 15.3 The date of communication, the date of delivery by post, the date of delivery by the courier and the date of reading the e-mail. A letter sent by registered mail to the address of the other party indicated in the contract, order or in the business register is deemed to have been delivered on the 5th day after posting, even if it is returned to the sender with a note "not collected", "unknown addressee" or with a similar indication of non-delivery.

The Privacy Notice in force and these General Terms and Conditions of Purchase are available on our website at www.terranteto.hu.

These General Terms and Conditions of Purchase are effective as of the 1st day of May 2022.