

# **General Conditions ("GC") for the Supply of Products and Services of Siemens Mobility Kft. ("Supplier")**

for commercial contracts

- Effective from 1 February 2022 -

## **I. GENERAL PROVISIONS**

1. The basic terms and conditions of contractual relationships between Supplier and Purchaser in connection with supplies and/or services of the Supplier (hereinafter referred to as "Supplies") shall be solely governed by the individual contract (the "Individual Contract") and the present GC. The Individual Contract is the document for the supply of the Supplies reflecting the mutual intentions of the parties on the basis of the price quotation of the Supplier and the order of the Purchaser. Issues not regulated in the Individual Contract shall be governed by the provisions of the present GC. The present GC shall prevail in respect of all the orders made with respect to Supplies to be ordered by the Purchaser from the Supplier.

The present GC and the Individual Contract together shall form the entire agreement between the parties with respect to the order of the relevant Supplies. By sending an order, the Purchaser expressly acknowledges and accepts the provisions of the GC in effect from time to time after reading through the GC.

**The marked provisions of the GC are substantial deviations from law and contracting uses. Purchaser declares reading them through and accepting them.**

**The regularly used and well known practices of other industrial parties are only part of the Individual Contract, when Purchaser and Supplier explicitly agrees on it.**

2. The detailed list of the Supplies supplied by the Supplier are included in the Individual Contracts made pursuant to the present GC.
3. The Purchaser may request a price quotation from the Supplier in respect of the Supplies. On the basis of a request from the Purchaser for a price quotation, the Supplier shall send a detailed price quotation to the Purchaser in writing. The price quotation generally contains as follows: (i) designation and description of the Supplies, including the specifications of the services to be provided by the Supplier; (ii) purchase price of the Supplies and the fees charged by the Supplier; (iii) period while the Supplier maintains its price quotation; and (iv) other material conditions indicated by the Supplier (e.g. schedule of delivery or partial delivery, dates of performance, payment schedule).

The Purchaser is entitled to accept the price quotation forwarded to it in a duly signed written order until the expiry of the period while the Supplier maintains its price quotation. If the Purchaser delivers the order signed as provided for in this Section to the Supplier after the expiry of the period while the Supplier maintains its price quotation, then the Supplier is not bound by its price quotation any longer and the order becomes binding only if specifically accepted (confirmed) by the Supplier in writing.

The relevant detailed price quotation contains the period for which Supplier is bound by its price quotation. If however the detailed price quotation does not state the duration of this period, then period for which the Supplier is bound by its price quotation shall be deemed to be thirty (30) calendar days.

An Individual Contract is only made between the Purchaser and the Supplier in the event that the Purchaser delivers its order with terms fully identical to the terms of the detailed price quotation of the Supplier by the expiry of the period specified above for which the Supplier is bound by its price quotation or if the Supplier receives the order with terms fully identical to the terms of the detailed price quotation of the Supplier after the expiry of the period for which the Supplier is bound by its price quotation, the Supplier confirms the acceptance of the order in writing. If the Purchaser orders the Supplies from the Supplier in accordance with the terms of the price quotation, then upon the receipt of the written order by the Supplier, an Individual Contract is made between the parties.

If the Purchaser does not send an order with the terms included in the price quotation, then the Purchaser shall remind the Supplier of this. This notice is deemed to be a new request for price quotation. In this case the Supplier makes a new price quotation and delivers it to the Purchaser. After receiving the new price quotation, the Purchaser is entitled to order the Supplies in accordance with the above provisions of the GC.

**The General Terms and Conditions of the Purchaser is not part of the Individual Contract and not even in the case if the Seller does not explicitly refuse if or are not in all in contrary with this GC or consists of additional regulation or not substantial regulations.**

4. The Supplier herewith reserves any industrial property rights and/or copyrights pertaining to its cost estimates, drawings and other documents (hereinafter referred to as "Documents"). The Documents shall not be made accessible to third parties without the Supplier's prior consent and shall, upon request, be returned without undue delay to the Supplier if the Individual Contract is not awarded to the Supplier. The above provisions shall apply mutatis mutandis to the Purchaser's Documents; these may, however, be made accessible to those third parties to whom the Supplier has rightfully subcontracted Supplies.

The parties undertake to hold confidential, not to make accessible or disclose to any third person the existence or the terms of the price quotations, the orders, the present GC and the Individual Contract and any confidential business information acquired in the course of the performance of the present GC and the Individual Contract. Confidential business information shall include any fact, information, solution or data related to the business activities of the parties the publication, unauthorized acquisition or use of which would impair or might jeopardize the rightful financial, economic or market interests of the relevant party.

5. The Purchaser has the non-exclusive right to use standard software and firmware, provided that it remains unchanged, is used within the agreed performance parameters, and on the agreed equipment.

If in the course of the performance of the Supplier the Supplies include software, then the parties are obliged to agree on the terms of copyright related to the software in detail and in all respects in the Individual Contract.

If the services of the Supplier include provisions of standard software made available by third parties, then the special conditions of the author of the standard software or other proprietor of the IPR shall be applicable.

6. Partial deliveries and partial invoices are allowed, unless otherwise agreed in the Individual Contract.
7. The term "claim for damages" used in the present GL also includes claims for indemnification for useless expenditure, but within the limits as defined in Section VIII.7.

## **II. PRICES, TERMS OF PAYMENT, AND SET-OFF**

1. Prices including forwarding and packaging, unless otherwise agreed in the Individual Contract.  
Value added tax shall be added at the then applicable rate.
2. If under the Individual Contract the Supplier is also responsible for assembly or erection and unless otherwise agreed, the Purchaser shall pay the agreed remuneration and any incidental costs specified in the relevant Individual Contract, e.g. for travelling and transport as well as allowances.
3. Payments shall be made in the currency and manner required by the Supplier free of, and without deducting or withholding, any bank cost. Any payments shall be deemed as fulfilled if the amount is booked on the bank account of the Seller.
4. The Purchaser may set off only those claims which are acknowledged in writing by the Supplier and are undisputed or non-appealable.

## **III. RETENTION OF TITLE**

1. The items pertaining to the Supplies ("Retained Goods") shall remain the Supplier's property until each and every claim the Supplier has against the Purchaser on the basis of the relevant Individual Contract or the present GC has been fulfilled.
2. For the duration of the retention of title, the Purchaser may not pledge the Retained Goods or use them as security, and resale shall be possible only for resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customer or makes the transfer of property to the customer dependent upon the customer fulfilling its obligation to effect payment and the Purchaser making payment to the Supplier.
3. The Purchaser shall inform the Supplier forthwith of any seizure or other act of intervention by third parties.
4. Where the Purchaser fails to fulfil its duties, fails to make payment due, or otherwise violates its obligations the Supplier shall be entitled to rescind the Individual Contract or terminate the Individual Contract with immediate effect and take back the Retained Goods in the case of continued failure following expiry of a reasonable remedy period set by the Supplier. The Purchaser shall be obliged to return the Retained Goods. The fact that the Supplier takes back Retained Goods and/or exercises the retention of title, or has the Retained Goods seized, shall not be construed to constitute a rescission of the Individual Contract or its termination with immediate effect, unless the Supplier so expressly declares in writing.
5. If the Purchaser delays performing any of its obligations arising under the present GC or the relevant Individual Contract for a reason for which it is responsible, then it shall indemnify the Supplier for any additional costs reasonably incurred by the Supplier due to the delay.

## **IV. TIME FOR SUPPLIES; DELAY**

1. The times set for delivery shall be governed by the provisions of the Individual Contract. Times set for Supplies shall only be binding if all Documents to be furnished by the Purchaser, necessary permits and approvals, especially concerning plans, are received in time and if agreed terms of payment and other obligations of the Purchaser are fulfilled. If these conditions are not fulfilled in time, times set shall automatically be extended with the duration of the Purchaser's delay.

2. The time set for delivery is deemed to be met if
  - (a) if the Supplies do not include assembly or erection, when the Supplies are delivered to the Purchaser at the time and date of performance set in the Individual Contract. The time set is deemed to be met even if the Purchaser delays receiving the Supplies although it is reported to be ready for delivery within the time set.
  - (b) if the Supplies include assembly or erection, at the time when the assembly and the erection is completed at the time set in the Individual Contract.
3. If non-observance of the times set is due to force majeure such as mobilization, war, rebellion or similar events, e.g. strike or lockout, quarantine or other acts of God (flood, fire etc.) such times shall be extended accordingly.
4. If the Supplier is responsible for the delay in the supply, the Purchaser may claim a compensation as liquidated damages in the amount of 0,5% for every completed working day , but in no case more than a total of 15% of the net price of that part of the Supplies which due to the delay could not be put to the intended use.
5. In case of delayed Supplies the Purchaser may make claims for damages due to delayed Supplies as provided for in Article VIII No. 7.
6. If dispatch or delivery, due to Purchaser's request, is delayed by more than one month after notification of the readiness for dispatch was given, the Purchaser may be charged, for every additional month commenced, storage costs of 0.5% of the gross price of the relevant items of the Supplies, but in no case more than a total of 5%. The parties to the contract may prove that higher or, as the case may be, lower storage costs have been incurred.

## **V. PASSING OF RISK**

1. The risk shall pass to the Purchaser when the Supplier delivers the Supplies to the Purchaser. Upon the Purchaser's explicit written request, the Supplier shall insure the Supplies against the usual risks of transport at the Purchaser's expense.
2. The risk shall pass to the Purchaser if delivery is delayed for reasons for which the Purchaser is responsible or if the Purchaser has failed to accept the Supplies without any justifiable grounds without referring to any defect in quality.

## **VI. ASSEMBLY AND ERECTION**

Unless otherwise agreed in written form, assembly and erection shall be subject to the following provisions:

1. The Purchaser shall provide at its own expense and in due time:
  - a) all earth and construction work and other ancillary work outside the scope of the Individual Contract, including the necessary skilled and unskilled labor, construction materials and tools,
  - b) the equipment and materials necessary for assembly and commissioning such as scaffolds, lifting equipment and other devices as well as fuels and lubricants,
  - c) energy and water at the point of use including connections, heating and lighting,
  - d) suitable dry and lockable rooms of sufficient size adjacent to the site where the Supplier carries out its duty (e.g. assembly, erection etc.) for the storage of machine

parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the erection personnel, including sanitary facilities as are appropriate in the specific circumstances; furthermore, the Purchaser shall take all measures it would take for the protection of its own possessions to protect the possessions of the Supplier and of the erection personnel at the site,

- e) protective clothing and protective devices needed due to particular conditions prevailing on the specific site.
2. Before the erection work starts, the Purchaser shall unsolicitedly make available any information required concerning the location of concealed electric power, gas and water lines or of similar installations as well as the necessary structural data.
  3. Prior to assembly or erection, the materials and equipment necessary for the work to start must be available on the site of assembly or erection and any preparatory work must have advanced to such a degree that assembly or erection can be started as agreed and carried out without interruption. Access roads and the site of assembly or erection must be level and clear.
  4. If assembly, erection or commissioning is delayed due to circumstances for which the Supplier is not responsible, pursuant to Article III No. 5 the Purchaser shall bear the reasonable costs incurred for idle times and any additional travelling expenditure of the Supplier or the erection personnel. Reasonable costs shall be taken over by Purchaser upon information received from Supplier.
  5. If the Supplier undertook assembly and erection subject to specific settlement, in addition to the provisions of this Section, the following provisions are applicable:
    - the Purchaser shall pay the Supplier any charge, fees and allowances set out in the Individual Contract for work during working hours, overtime, work done in night shifts, on Sundays, on public holidays or in other extraordinary circumstances and for planning and overseeing.
    - the following costs shall also be paid:  
travelling costs, shipment cost of manual tools and other accessories and the costs of delegation for work, working hours, for the time of rest and during travelling and public holidays.

## **VII. RECEIVING SUPPLIES**

The Purchaser shall not refuse to receive Supplies due to minor defects. Minor defects shall include any defect of the Supplies that does not substantially affect the use of the relevant product in the normal course of operation and does not affect the functionality, operation, maintenance and development of the relevant Supplies. Minor defects will be remediated according to the Supply Agreement.

## **VIII. DEFECTS AS TO QUALITY**

The Supplier shall be liable for defects as to quality (hereinafter referred to as "Defects") as follows:

1. Defective parts or defective services shall be, at the Supplier's discretion, repaired, replaced or provided again free of charge, provided that the reason for the Defect has already existed at the time when the risk passed. Deadlines agreed in the Supply Agreement.

2. **Claims for repair or replacement are subject to a statute of limitations of 12 months calculated from the start of the statutory statute of limitations under the Civil Code; the same shall apply mutatis mutandis in the case of rescission and reduction.**
3. Notifications of Defect by the Purchaser shall be given in written form without undue delay.
4. The Supplier shall repair or to replace the defective good within a reasonable period of time.
5. There shall be no claims based on Defect in cases of insignificant deviations from the agreed quality, or natural wear and tear, or damage arising after the passing of risk from faulty or negligent handling, excessive strain, unsuitable equipment, defective civil works, inappropriate foundation soil, or claims based on particular external influences not assumed under the present GC or the Individual Contract, or from nonreproducible software errors. Claims based on defects attributable to improper modifications or repair work carried out by the Purchaser or third parties and the consequences thereof are likewise excluded.
6. The Purchaser shall have no claim with respect to expenses incurred in the course of supplementary performance, including costs of travel, transport, material, and labor, to the extent that expenses increased because the subject -matter of the Supplies has subsequently been brought to another location than the Purchaser's branch office, unless doing so complies with the normal use of the Supplies.
7. **The Supplier is liable to the Purchaser for any damage caused to the Purchaser by late or defective performance.** The limitation on the amount of the damages shall not apply to the extent that a Defect has been fraudulently concealed, and/or intentionally breach of contract on the part of the Supplier or in the case of loss of life, bodily injury or damage to health. Any other or additional claims of the Purchaser in relation to any Defect or any claim based on the breach of the Individual Contract or the present GC exceeding the claims provided for in this Article VIII are excluded. This imitation does not affect the claims described in Section X.

## **IX. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT; DEFECTS IN TITLE**

1. The Supplier shall provide to the Purchaser the industrial property rights and copyrights (hereinafter referred to as "IPR") necessary for the use of the Supplies for their intended purpose. The detailed conditions on IPR are included in the Individual Contract. If a third party asserts a justified claim against the Purchaser based on an infringement of an IPR set out in the Individual Contract, the Supplier shall be liable to the Purchaser as follows:
  - a) The Supplier shall choose whether to acquire, at its own expense, the right to use the IPR with respect to the Supplies concerned or whether to modify the Supplies such that they no longer infringe the IPR or replace them. If this would be impossible for the Supplier under reasonable conditions, the Purchaser may rescind the Individual Contract or reduce the remuneration pursuant to the applicable statutory provisions.
  - b) The Supplier's liability to pay damages is governed by Article VIII.
  - c) The above obligations of the Supplier shall apply only if the Purchaser (i) immediately notifies the Supplier of any such claim asserted by the third party in written form, (ii) does not concede the existence of an infringement and (iii) leaves any protective measures and settlement negotiations to the Supplier's discretion. If the Purchaser stops using the Supplies in order to reduce the damage or for other good reason, it shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.

2. Claims of the Purchaser shall be excluded if it is responsible for the infringement of an IPR.
3. Claims of the Purchaser are also excluded if the infringement of the IPR is caused by specifications not included in the Individual Contract, by a type of use not foreseeable by the Supplier or by the Supplies being modified by the Purchaser or being used together with products not provided by the Supplier.
4. Where other defects in title occur, Article VIII shall apply mutatis mutandis.

#### **X. IMPOSSIBILITY OF PERFORMANCE; ADAPTATION OF CONTRACT**

1. To the extent that delivery is impossible, the Purchaser is entitled to claim damages, unless the Supplier is not responsible for the impossibility. The Supplier's liability for any consequential loss, including without limitation the loss of profit, loss of production, loss of data, is excluded in any event. **The Purchaser's claim for damages is, however, limited to an amount of 100% of the value of the part of the Supplies which, owing to the impossibility, cannot be put to the intended use.** This limitation shall not apply in the case of mandatory liability based on intent or loss of life, bodily injury or damage to health.
2. Where unforeseeable events within the meaning of the Article IV No. 3 substantially change the value importance or the contents of the Supplies or considerably affect the Supplier's business, the relevant Individual Contract shall be adapted taking into account the principles of reasonableness and good faith. To the extent this is not justifiable for economic reasons, the Supplier shall have the right to rescind the Individual Contract. If the Supplier intends to exercise its right to rescind the Individual Contract, it shall notify the Purchaser thereof without undue delay after having realized the repercussions of the event; this shall also apply even where an extension of the delivery period has previously been agreed with the Purchaser.

#### **XI. VENUE AND APPLICABLE LAW**

1. The parties shall attempt to amicably settle any dispute that may emerge out of or in relation with this agreement. In the event of such measures failing they apply to the court with overall responsibility and competency.
2. The present GC and the Individual Contracts made on the basis of the present GC shall be governed by the Hungarian law,
3. The present GC has been made in English and in Hungarian. In case of any discrepancy between these versions, the Hungarian version shall prevail.

#### **XII. EXTRAORDINARY TERMINATION**

1. In addition to any additional right of termination set out in the present GC and/or the Individual Contract either Party may terminate the relevant Individual Contract if the other Party is in serious breach of the relevant Individual Contract and fails to take all reasonable steps to remedy the breach within 15 days of the receipt of the notice to this effect.

#### **XIII. SERVERABILITY CLAUSE**

1. The legal invalidity of one or more provisions of the present GC or the Individual Contract in no way affects the validity of the remaining provisions. This shall not apply if it would be unreasonable for one of the parties to be obliged to continue the contract.

#### **XIV. RESERVATION CLAUSE**

1. Supplier shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

#### **XV. COMPLIANCE WITH EXPORT CONTROL REGULATIONS**

2. If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Siemens or works and services (including all kinds of technical support) performed by Siemens to a third party worldwide, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event Purchaser shall comply with the (re-) export control regulations of Hungary, of the European Union and of the United States of America.
3. If required to conduct export control checks, Purchaser, upon request by Siemens, shall promptly provide Siemens with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by Siemens, as well as any export control restrictions existing.
4. Purchaser shall indemnify and hold harmless Siemens from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Siemens for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the Purchaser. This provision does not imply a change in burden of proof.

#### **XVI. CLOSING PROVISIONS**

1. **By entering in the Individual Contract parties acknowledge, that the rights and obligations arising from the Individual contract are not similar for both parties. The Parties have concluded the Individual contract knowing this and waives their right challenging the contract based on this.**
2. **By concluding the Individual contract Purchaser waives his right to sue the managing director(s) of the seller for any damage claim.**
3. **The Parties explicitly agree that the limitation of any debt arising from the Individual agreement shall be stopped by a written notice.**
4. The Code of Conduct of Supplier the actual version of which can be found on <http://www.siemens.com/procurement/cr/code-of-conduct> link forms part of the present GC and the Individual Contract. Purchaser declares that it is aware of the content of the Code of Conduct and its regulations are applicable to him.