

General Conditions ("GC") for the Supply of Products and Services of Siemens Zrt. ("Supplier")

- Effective from 20 February 2025 -

I. GENERAL PROVISIONS

1. The basic terms and conditions of contractual relationships between Supplier and Customer in connection with supplies (hereinafter referred to as "**Supplies**") and/or services of the Supplier shall be solely governed by the individual contract (hereinafter referred to as the "**Individual Contract**") and this GC. The Individual Contract is a document pertaining to the delivery of the Supplies and reflecting the mutual intentions of the parties on the basis of the price quotation of the Supplier and the order of the Customer. Matters not regulated in the Individual Contract shall be governed by the provisions of the present GC. The present GC shall apply to all orders placed by the Customer for the Supplies.

The present GC and the Individual Contract together shall form the entire agreement between the parties with respect to the order and delivery of the relevant Supplies. By placing an order with the Supplier, the Customer expresses and confirms that, after due interpretation, it expressly acknowledges and accepts the provisions of the present GC.

The provisions of these GC in italics constitute a material deviation from laws or from normal contractual practice. The Customer declares that it has studied such provisions separately and explicitly accepts them.

Moreover, the parties exclude from their contract any standard and established industry practices used in similar contracts, unless otherwise agreed by the parties expressly in writing.

2. A detailed list of the Supplies to-be-delivered by the Supplier are included in the Individual Contracts concluded pursuant to the present GC.
3. The Customer may request a price quotation from the Supplier in respect of the Supplies. On the basis of the Customer's request for a price quotation, the Supplier shall send a detailed price quotation to the Customer in writing. The price quotation generally contains the following: (i) designation and description of the Supplies, including the specifications of the services to be provided by the Supplier, if any; (ii) purchase price of the Supplies and the fees charged by the Supplier; (iii) the validity period of the quotation; and (iv) other material conditions indicated by the Supplier (e.g. schedule of delivery or partial delivery, dates of performance, payment schedule).

The Customer is entitled to accept the price quotation forwarded to it in a duly signed written order until the expiry of the validity period of the price quotation specified by the Supplier. If the Customer orders the Supplies from the Supplier in full conformity with the price quotation, the Individual Contract is concluded between the parties automatically upon receipt of the written order by the Supplier.

The term during which the Supplier is bound by its price quotation shall be set out in the relevant detailed price quotation. If, however, the detailed price quotation does not state the duration of this period, then the period for which the Supplier is bound by its price quotation shall be thirty (30) calendar days from receipt of the detailed price quotation by the Customer.

An Individual Contract is only made between the Customer and the Supplier in the event that the Customer delivers its order with terms fully identical to the terms of the detailed price quotation of the Supplier on or before the expiry of the validity period specified above for which the Supplier is bound by its price quotation. If the Supplier receives an order in full conformity with the Supplier's detailed price quotation after the expiry of the validity period for which the Supplier is bound by its price quotation, the Individual Contract shall be concluded between the parties if the Supplier expresses its acceptance of the order in writing.

If the Customer does not send an order with the terms included in the price quotation, then the Customer shall inform the Supplier of such circumstance in a separate document. Such notice shall constitute a new request for price quotation (even if it does not differ in any material respect

from the original price quotation) and in such case the Supplier shall prepare a new price quotation on the basis of the notice and shall send it to the Customer. Upon receipt of the new price quotation, the Customer shall be entitled to order the Supplies in accordance with the process described above.

The Customer's GC shall not become part of the Individual Contract (i) even if they are not expressly rejected by the Supplier, (ii) even if they are expressly referred to in the Customer's order, (iii) even if they do not expressly contradict the terms and conditions of this GC or (iv) they contain different provisions only on supplementary or non-essential matters.

4. **Contract conclusion via webshops (e.g. Siemens SiePortal):** all information provided in webshops (prices, product features, etc.) shall be considered an invitation by the Supplier to submit an offer. The Customer's order placed in the webshop is legally considered an offer, i.e. by completing the purchase process in the webshop, the Customer makes a binding offer, with payment obligation, to purchase the products in the shopping cart (of the webshop) and accepts these GC as binding on the Customer. This rule also applies if the Customer generates an automated formal offer for itself in the SiePortal system before placing an order through the webshop (the automatic offer generated this way still qualifies in legal terms as an invitation by the Supplier to the Customer to submit an offer). After the order has been placed, the Supplier will send an email notification (automatic technical message) and this notification will be considered the technical/IT acceptance of the order. The Supplier shall inform the Customer on the final, official processing and confirmation of the order by means of a second email message. Upon receipt of this final, official order confirmation, an individual contract between the Parties shall be deemed concluded, for which this GC is applicable.
5. The Customer may not assign the Individual Contract or any part thereof without the prior written consent of the Supplier. The Supplier shall be entitled to assign or transfer the Individual Contract or a part thereof to an affiliated company and to create a subrogation between the Supplier and its affiliated company.
6. 6:82 § - 6:85 § of Act V of 2013 on the Hungarian Civil Code do not apply.

II. PRICES AND TERMS OF PAYMENT

1. The prices include forwarding and packaging, unless otherwise agreed by the parties in the Individual Contract. The prices are, however, exclusive of VAT.
2. If, under the Individual Contract, the Supplier is also required to perform assembly or commission tasks and unless otherwise agreed by the parties, the Customer shall pay the agreed fee together with any incidental costs specified in the relevant Individual Contract, including, for example, costs of travelling and carriage as well as other allowances.
3. The contract price is settled by the submission of an invoice. Unless otherwise agreed by the parties, 100% of the purchase price shall be due and payable:
 - in the case of delivery without assembly and commissioning, after delivery of the Supplies and signature of the delivery note certifying the same by the Customer, or
 - in the case of delivery with assembly and commissioning, after the successful performance by the Supplier of the additional works following delivery of the Supplies and the issue by the Customer of a certificate of performance certifying the completion of the additional works.
4. The invoice issued in accordance with the applicable and effective legal requirements shall be sent to the name and address of the Customer. The invoice shall be paid by bank transfer within 30 days of receipt of the invoice. If the payment deadline is a holiday, bank holiday or non-working day, the payment deadline shall expire on the next business day.
5. Payments shall be made by the Customer in the currency and manner specified by the Supplier in the price quotation without deduction or set-off of any bank charges. The Customer may set off only those claims which are acknowledged in writing by the Supplier and are undisputed or non-appealable.
6. Payment shall be deemed to have been made when it is credited to the Supplier's bank account.

7. Without prejudice to any other rights to which the Supplier is entitled, the Supplier may claim late payment fee from the Customer for amounts paid late at a rate set out in Section 6:155 (1) of the Hungarian Civil Code.

III. RESERVATION OF TITLE

1. The Supplier will reserve its title to the Supplies (hereinafter referred to as **Goods Subject to Reservation of Title**) until the Customer fulfils all claims of the Supplier arising from the relevant Individual Contract or the present GC. *In addition, the Customer shall cooperate with the Supplier as requested by the Supplier in its price quotation for the Individual Contract, to enter the reservation of title into the relevant collateral register and shall make the necessary declarations and provide the necessary information for such registration. In this case, the entry into force of the Individual Contract shall be conditional upon the registration of the reservation of title to the goods subject to the Individual Contract in the relevant collateral register.*
2. During the period of the reservation of title, the Customer may not pledge the Goods Subject to Reservation of Title or use them as security. The Customer may only resell the Goods Subject to Reservation of Title to resellers on the condition that the reseller may only transfer title to any buyer in its ordinary course of business and only after the buyer has paid the reseller the consideration for the Goods Subject to Reservation of Title and the Customer has also fulfilled all payment obligations to the Supplier in respect of the Goods Subject to Reservation of Title. The Customer shall comply with this rule even if the reservation of title in respect of the goods subject to the Individual Contract is not entered into the relevant collateral register.
3. The Customer shall inform the Supplier forthwith of any seizure or other act of intervention regarding the Supplies by third parties.
4. If the Customer breaches any of its obligations in relation to reservation of title as described above, or fails to make timely payment, or otherwise defaults in any other way, the Supplier shall be entitled to cancel or terminate the relevant Individual Contract by giving notice and to return the Goods Subject to Reservation of Title if the Customer fails to comply with its obligations under this Clause III within a reasonable period of time set by the Supplier to remedy the breach. The Customer shall be obliged to return the Goods Subject to Reservation of Title. The fact that the Supplier takes back the Goods Subject to Reservation of Title and/or exercises the reservation of title, or has the Goods Subject to Reservation of Title sequestered, shall not be construed as cancellation of the Individual Contract or its termination for breach, unless expressly declared so by the Supplier in writing.

IV. DEADLINE OF DELIVERY; DELAY

1. The deadlines set for delivery shall be governed by the provisions of the Individual Contract. Partial deliveries and partial invoices are allowed, unless otherwise agreed in the Individual Contract.
2. The Supplier's timely performance shall be conditional upon the Customer's timely delivery to the Supplier of all documents, permits and approvals (in particular any related plans) required for the performance of the delivery and the Customer's timely performance of its payment and other obligations agreed in the Individual Contract (including in particular any work to be performed or any work area to be delivered by the Customer or any third party engaged by the Customer). If these conditions are not fulfilled in time, the delivery deadlines set shall automatically be extended with the duration of the Customer's delay.

If the Customer or a third party engaged by the Customer causes a delay in the delivery of the Supplies, the Customer shall reimburse the Supplier for all reasonable additional costs and expenses incurred by the Supplier as a result of the delay.

3. If the parties are unable to meet the deadlines set out in the Individual Contract due to "force majeure", i.e. an unforeseeable and unavoidable external event, the deadlines shall be automatically extended with the duration of the force majeure and the Supplier shall be entitled to perform the delivery in instalments. In the case of force majeure, non-performance shall not constitute a breach of contract.

Force majeure shall include, but not be limited to:

- natural disasters (e.g. explosion, flood, earthquake)
- strike, war, civil unrest, revolution, terrorist attack
- epidemic triggering measures restricting social/economic life
- general restrictive measures imposed by the authorities after the entry into force of the Individual Contract (e.g. import/export bans, currency restrictions, embargo, boycott)
- persistent and widespread obstacles to the cross-border or domestic movement of goods
- permanent and widespread disruption of relevant communication or computer systems with loss of functionality
- other external events which fundamentally impede the supply of production materials or components to the Supplier or its owner's group of companies, and hence the normal operation of the business, or which cause lasting and widespread disruption to such supply.

4. If the Supplier delays with performance and is unable to excuse the delay in accordance with the relevant provisions of the Hungarian Civil Code, the Customer may claim liquidated damages for each completed week of delay, amounting to 0.5% of the net price of the part of the Supplies affected by the delay and hence not usable. The total amount of liquidated damages claimed may not exceed 5% of the net price of the Supplies in delay.

In the event of delay in performance, to an extent exceeding the rights provided for in this Clause 4, the Supplier's liability and all other rights or remedies of the Customer, except for damage caused intentionally or for damage to life, limb or health, shall be excluded.

5. If delivery of the Supplies, due to the Customer's request, is delayed by more than 1 month after notification of the readiness for delivery was given, the Supplier may charge, for every additional month commenced, storage costs of 0.5% of the gross price of the relevant items of the Supplies. The total storage costs charged may not exceed 5% of the gross price of such items. The parties to the contract may prove that higher or, as the case may be, lower storage costs have been incurred.
6. The parties agree that a written notice to pay a debt under an Individual Contract shall interrupt the limitation period.

V. PASSING OF RISK

1. The risk of hazard shall pass to the Customer when the Supplier delivers the Supplies to the Customer. Upon the Customer's explicit written request, the Supplier shall insure the Supplies against the usual risks of carriage at the Customer's expense.
2. The risk of hazard shall pass to the Customer if the acceptance of the Supplies is delayed for a reason for which the Customer is liable under the relevant provisions of the Hungarian Civil Code, or if the Customer has refused to accept the Supplies without good reason and without specifying a quality defect.

VI. ASSEMBLY AND COMMISSIONING

Unless otherwise agreed in writing, assembly and commissioning shall be performed in accordance with the following provisions:

1. The Customer 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 labour, construction materials and tools,
 - b) commissioning the equipment and materials, scaffolds, lifting equipment and other devices necessary for assembly as well as procuring 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 tasks (e.g. assembly, commissioning etc.) for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the commissioning personnel, including sanitary facilities as are appropriate in the specific circumstances;

- furthermore, the Customer shall take all measures to protect its own possessions, the possessions of the Supplier and of the commissioning personnel at the site,
- e) protective clothing and protective equipment needed due to particular conditions prevailing on the specific site.
2. Before the commissioning work starts, the Customer 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 commissioning, the materials and equipment necessary for the work to start must be made available on the site of assembly or commissioning and any preparatory work must be completed to such a degree that assembly or commissioning can be started as agreed and carried out without interruption. Access roads and the site of assembly or commissioning must be level and clear.
 4. If assembly or commissioning is delayed due to circumstances outside the Supplier's control, the Customer shall bear the reasonable costs incurred as a result of the idle times and any additional travelling expenditure of the Supplier or the commissioning personnel.
 5. If the Supplier undertook assembly and commissioning subject to a specific settlement, in addition to the provisions of this Section, the following provisions are applicable:
 - the Customer 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 as well as 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. ACCEPTANCE

1. After the delivery of the Supply and the completion of any additional work, the Customer shall immediately carry out a quantity check and quality inspection, sign the delivery note and/or the certificate of performance certifying acceptance and deliver (send) it to the Supplier. If the Customer detects a defect, the Customer shall record such defect in a report and notify the Supplier of the defect without delay after the defect has been detected. Failing this, the Customer shall not be entitled to make any warranty claims in respect of any apparent defects.
2. The Customer is not entitled to refuse to accept the 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.
3. The delivery deadline shall be deemed to have been met and the delivery of the Supplies and any additional works shall be deemed to have been accepted:
 - a) if the Supplier do not include assembly or commissioning, when the Supplies are delivered to the Customer at the time and date of performance set in the Individual Contract.
 - b) if the Supplies include assembly or commissioning, at the time when the assembly and the commissioning is completed at the time set in the Individual Contract.
4. Acceptance of the Supplies and any additional works shall be presumed if
 - the Customer fails to take delivery without reasonable excuse, or
 - for reasons within the Customer's control, the delivery note is not signed, or the certificate of performance is not issued, or
 - the Supplies delivered are fit for their intended use and are used by the Customer in the course of its own economic activity.

After the presumed acceptance, the risk of hazard related to the Supplies shall pass to the Customer, the Supplies may be stored and insured at the Customer's risk and expense, and all sums payable shall become due (unless the Customer has indicated in writing that it refuses to accept the delivery for proven legitimate reasons recognised by Supplier) and the warranty period

shall commence on the date of the presumed acceptance. The same legal consequences shall apply on the scheduled date of delivery if performance, in particular installation, assembly and commissioning work, is postponed for reasons within the Customer's control.

VIII. FAULTY PERFORMANCE

The Supplier shall assume warranty for faulty performance (hereinafter referred to as "Defect") as follows:

1. The Supplier shall repair or replace the defective Supplies or re-perform the defective service free of charge, provided that the Defect existed at the time of the passing of risk of hazard. *In the event of defective performance, the Supplier shall have the right to choose between the rights of warranty listed herein.*
2. The limitation period for claims for repair or replacement to which the Customer is entitled shall be 1 year from the commencement of the limitation period as defined in the Hungarian Civil Code. The same rule shall apply to the Customer's right to claim a price reduction for faulty performance and its right of cancellation. This rule shall not apply in cases where longer periods are prescribed by law in respect of any Supplies. *In all other respects, the rules of the Hungarian Civil Code shall apply to the suspension of the limitation period for warranty claims and to the interruption and resumption of the limitation period, with the exception that warranty claims may not be asserted beyond a preclusive limitation period of 2 years after the risk of hazard has passed.*
3. The Customer shall notify the Supplier of the Defect in writing without undue delay.
4. The Supplier shall repair or replace the defective Supplies within a reasonable period of time. The Supplier shall be given a reasonable time and opportunity to remedy the Defect. To this end, the Customer shall provide the Supplier access to the defective Goods, shall carry out all necessary disassembly, transportation and assembly and shall provide the Supplier with operating and maintenance data. The Customer shall not charge the Supplier for these services.
5. In the event of any insignificant deviation from the agreed quality, natural wear and tear or damage, the Customer shall not be entitled to assert a claim based on Defects resulting from intentional damage or negligent handling or excessive strain after the risk of hazard has passed to the Supplier, based on the use of inappropriate equipment, incorrect handling, unsuitable ground for foundation work, or by reference to various external influences and non-reproducible software errors not provided for in the present GC or in the relevant Individual Contract. Claims based on defects attributable to improper modifications or repair work carried out by the Customer or third parties and the consequences thereof are likewise excluded.
6. If the Supplier, for reasons for which it is responsible, performs faultily, the Customer may claim from the Supplier liquidated damages for faulty performance amounting to 5% of the net price of the part of the Supplies affected by the faulty performance, with the proviso that the maximum amount of liquidated damages claimed for faulty performance under the relevant Individual Contract shall not exceed 5% of the net value of the Individual Contract. The Customer shall not be entitled to assert a warranty claim for the same defect after having claimed liquidated damages for faulty performance.

In the event of faulty performance, to an extent exceeding the rights provided for in this Clause 6, the Supplier's liability and all other rights or remedies of the Customer, except for damage caused intentionally or for damage to life, limb or health, shall be excluded.

7. If the Supplier is working to remedy a Defect that is ultimately found not to exist or not attributable to the Supplier, the Customer shall pay the costs incurred at the Supplier for the work expended, including the costs incurred in connection with the work expended to diagnose the Defect.

IX. LIABILITY

1. The Supplier shall be liable to the Customer for any damage caused to the Customer by breach of contract. *However, in any event, the Supplier's liability for any indirect and consequential damage, including but not limited to liability for loss of profit, loss of benefit, loss of interest, loss of production, loss of data, loss of information, loss of business, procurement of replacement or*

coverage, liquidated damages, damages or compensation payable to third parties, etc. shall be excluded. In all other respects, the Supplier's liability shall be limited to the total net amount (i.e. 100%) of the Individual Contract affected by the damage. The limitation on the amount of compensation shall not apply to damage caused intentionally by the Supplier or to damage to life, limb or health. All other claims of the Customer for breach of contract not explicitly mentioned in the GC or the Individual Contract shall be excluded, except for the claims set out in this Chapter IX.

2. As used in the present GC, the term "claim for damages" shall include claims for compensation for costs caused by a breach of contract, but only within the limits of the rules set out in this clause.
3. By entering into the Individual Contract, the Customer explicitly waives any right it may have to pursue any claims for damages against the Supplier's executive officers.
4. The limitations of liability laid down in this GC shall also apply to the Supplier's subcontractors, employees, agents or any other persons acting on the Supplier's behalf.
5. In the event the Supplier is obliged to indemnify the Customer in respect of any claim by any third party under the Individual Contract, such indemnity shall be conditional upon the Customer giving the Supplier prompt notice of such claim, the Customer not entering into any settlement of such claim without the Supplier's prior written consent and the Customer authorising the Supplier to defend itself in any such action. The Customer shall assist the Supplier in the defence against any such claim.
6. The limitation and exclusion of liability set out in this Clause IX shall apply notwithstanding any other provision of the Individual Contract and shall apply to all forms of liability (whether in contract, tort or otherwise).
7. If the Customer delays with the performance of, or performs defectively any of its obligations under the present GC or the relevant Individual Contract, or is otherwise breaches the contract, and is unable to excuse its contract breach under the applicable provisions of the Hungarian Civil Code, it shall compensate the Supplier in full for any damage incurred by the Supplier as a result of the contract breach.

X. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT; SOFTWARE

1. All intellectual property rights, industrial property rights and copyrights (hereinafter collectively referred to as "IPR") in the Supplies delivered by the Supplier and in all documents (including in particular price quotations, designs) provided in connection with the Individual Contract (hereinafter referred to as "Documents") and all software, hardware, know-how and other items provided with or as part of the Supplies or Documents shall be the exclusive property of the Supplier and shall belong to the Supplier.
2. The detailed conditions on IPR are included in the Individual Contract. Unless otherwise agreed by the parties, the Customer shall acquire a non-exclusive right, to the extent necessary for the proper use of the Supplies, to use the intellectual works used or embodied in the Supplier's performance of the Contract, without any further obligation to pay any consideration. This right of use, which shall not be transferable to a third party, shall be valid in Hungary without any limitation in time.

The Customer may use the Documents only without modification and only to the extent necessary for the proper use of the Supplies in accordance with their intended function.

The Customer may only make accessible the Documents to third parties with the Supplier's prior consent and the Documents 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 Customer's Documents; these may, however, be made accessible to those third parties that the Supplier involved in the performance as subcontractor.

3. If a third party asserts a justified claim against the Customer based on an infringement of an IPR set out in the Individual Contract, the Supplier shall be liable against the Customer 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 to replace them. If this is impossible for the Supplier for reasonable causes, the Customer may cancel or terminate the Individual Contract for breach or reduce the remuneration pursuant to the applicable statutory provisions.
 - b) The Supplier's liability to pay damages is governed by Chapter IX.
 - c) The above obligations of the Supplier shall apply only if the Customer (i) immediately notifies the Supplier of any such claim asserted by the third party in writing, (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 Customer stops using the Supplies in order to reduce the damage or for other reasonable reason, it shall be obliged to notify the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.
4. Claims of the Customer shall be excluded if it is responsible for the infringement of an IPR.
 5. Claims of the Customer 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 Customer or being used together with products not provided by the Supplier.
 6. Where other defects in title occur, the provisions of Chapter VIII shall apply mutatis mutandis.
 7. If the Supplies include Siemens software, the Customer acquires a non-exclusive right to use standard software and software saved on a hard disk or other storage medium on the designated devices without modification for the purpose of using the Supplies for their intended purpose, in accordance with the terms of use for the standard software as set out in the software documentation, in the software itself or in the licence conditions attached.

If other (i.e. non-standard) software is supplied in the course of the Supplier's performance, the parties shall agree in the Individual Contract on detailed and comprehensive copyright terms and conditions relating to the software. In such cases, unless otherwise agreed by the parties, the Supplier's separate general contractual terms and conditions for the supply of software shall apply.

Where the provision of the Services by the Supplier involves the provision of standard software provided by third parties, the Customer shall be governed by the relevant separate terms and conditions of the author or other copyright holder of the standard software.

XI. SUSPENSION

1. The Supplier may suspend performance of its obligations under the Individual Contract if (i) the Customer falls into delay with any of its payment obligations for more than 30 days (including, in addition to the Individual Contract, the payment obligation arising from any additional individual contracts concluded by the Supplier and the Customer), (ii) the Customer fails to perform any of its obligations necessary to enable the Supplier to prepare, make or deliver the Supplies, or (iii) the Customer otherwise commits material breach of contract.
2. If the Supplier suspends performance of the Individual Contract pursuant to Clause 1 above, or if the Customer suspends performance of the Individual Contract without the Supplier's express written consent, the Customer's payment obligation to the Supplier shall become immediately due in respect of any part of the Supplies already delivered. In addition, the Customer shall reimburse the Supplier for all costs and expenses reasonably incurred as a result of the suspension as set out above. All contractual deadlines shall be extended by a reasonable period of time in order to avoid the consequences of the suspension.

XII. AMENDMENT OF THE AGREEMENT

1. The Individual Contract may only be modified and amended in writing, signed by an authorised representative of both parties.

2. If an unforeseeable event (*including changes in applicable laws, regulations, codes and technical standards after the date of signing of the Individual Contract*) occurs which materially alters the value or content of the Supplies or which materially affects the Supplier's business, the relevant Individual Contract shall be amended, including any changes in prices and time limits, in accordance with the rules of reasonableness and good faith. To the extent this cannot be reasonably expected from the Supplier for economic reasons, the Supplier shall have the right to cancel the Individual Contract. If the Supplier wishes to exercise its right of cancellation, it shall notify the Customer as soon as possible after becoming aware of the effects of the event. This shall also apply in the event that a decision to extend the delivery period has previously been made with the Customer.
3. In the event of any supplementary work (in Hungarian: "*pótmunka*"), the Supplier shall not be obliged to carry out the supplementary work until such time as the contract is amended accordingly, including changes to prices and deadlines.

XIII. TERMINATION, IMPOSSIBILITY OF PERFORMANCE

1. Unless otherwise provided for in the Individual Contract, the parties shall have no right of cancellation or termination without cause.
2. Either party may terminate the Individual Contract with immediate effect by giving written notice if the other party becomes bankrupt, insolvent, is declared bankrupt or goes into liquidation.
3. The Customer may terminate the Individual Contract, in each case with 14 days' notice in writing to the Supplier, in the following circumstances:
 - a) in the event of delay, where the maximum liquidated damages for delay is payable, the Supplier has been granted a reasonable additional deadline for performance which has expired and the Supplier has not, within that period, undertaken to pay any further liquidated damages in excess of the maximum amount referred to above for the period of the still continuing delay; or
 - b) if the Supplier has committed a material breach of contract and has not remedied the breach within a reasonable time after the Customer has given written notice of the breach to the Supplier.
4. In no case shall termination by the Customer affect any part of the Supplies that has been contractually delivered or performed prior to termination. In the event of termination of the Individual Contract under Clauses 2 and 3, the Customer shall remain obliged to pay for any part of the Individual Contract already performed prior to termination.
5. The Supplier may terminate the Contract without prejudice to any other rights it may have under the Individual Contract,
 - a) if the Customer commits material breach of contract and fails to remedy it within a reasonable time after the Supplier has given notice to the Customer; or
 - b) if the Customer falls into delay with any payment obligation for more than 60 days (including, in addition to the Individual Contract, the payment obligation arising from any additional individual contracts concluded by the Supplier and the Customer); or
 - c) if the suspension of the Contract continues for more than 60 days.
6. In the event of termination by the Supplier, the Supplier shall be entitled to claim from the Customer (i) the contract price after deduction of any expenses saved or avoided and (ii) any additional costs and expenses incurred by the Supplier as a result of the termination.
7. In the event of impossibility (failure) of performance for reasons attributable to the Supplier, the Customer shall be entitled to claim from the Supplier liquidated damages for default, amounting to 10% of the net value of the part of the Supplies that could not be used as planned due to the impossibility.

In the event of impossibility of performance, to an extent exceeding the rights provided for in this Clause 7, the Supplier's liability and all other rights or remedies of the Customer, except for damage caused intentionally or for damage to life, limb or health, shall be excluded.

8. The total amount of all liquidated damages (cumulative maximum of liquidated damages) the Customer can claim under the contract shall not exceed 10% of the net amount of the contract price. If liquidated damages for non-performance are claimed, liquidated damages for late performance or, where applicable, for defective performance cannot be asserted in connection with the same event of default.

XIV. SERVERABILITY CLAUSE

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, except if it became unreasonable for one of the parties to be obliged to maintain the contract.

XV. EXPORT CONTROL REGULATIONS, RESERVATION CLAUSE, NO RUSSIA CLAUSE

1. Customer shall comply with all applicable sanctions, embargoes and (re-)export control laws and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").
2. Prior to any transaction by Customer concerning goods (including hardware, software, technology and corresponding documentation) delivered by Siemens ("Goods"), or works and services (including maintenance and technical support) performed by Siemens ("Services") with a third party, Customer shall check and certify by appropriate measures that
 - (a) the Customer's use, transfer, or distribution of such Goods and Services, the brokering of contracts or the provision of other economic resources in connection with Goods or Services will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion);
 - (b) the Goods and Services are not intended or provided for prohibited or unauthorized non-civilian purposes (e.g., armaments, nuclear technology, weapons, or any other usage in the field of defence and military);
 - (c) Customer has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the Goods and Services against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein; and
 - (d) Goods and Services within the scope of items-related restrictions, as specified in the respective annexes to the Export Regulations, will not, unless permitted by the Export Regulations, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Goods and Services to Russia or Belarus.
3. If and to the extent the sale or supply of Goods and Services is subject to prior authorization by the competent export control authorities of the European Union, the contract shall come into force only upon granting of such authorization.
4. Instead of subsection 2(b) of this Section XV, the following additional export control provisions shall apply to Customer with its registered seat within a country outside the European Union with the exception of partner countries listed in Annex VIII to the Regulation (EU) No. 833/2014:
 - (a) The Customer shall not sell, export or re-export, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any goods supplied by Siemens under or in connection with the contract (including, but not limited to, hardware, software, technology and corresponding documentation) ("Goods").

- (b) The Customer shall undertake its best efforts to ensure that the purpose of subparagraph 4(a) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (c) The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of subparagraph 4(a).
- (d) Any violation of subparagraphs 4(a), 4(b) or 4(c) shall constitute a material breach of an essential element of the contract, and Siemens shall be entitled to seek appropriate remedies, including, but not limited to:
- request a plan from the Customer to remedy the infringement,
 - claim penalties in the amount of the price of the re-exported Goods or 5 % of the contractual value whichever is higher,
 - rescind the affected contract,
 - suspend any of its business relationships with the Customer and/or any Customer Affiliate, until the breach of subparagraph 4(a) is remedied; and/or
 - terminate the contract.
5. *Semiconductor development*: Customer will not, without Siemens' prior written consent, use Goods to develop or produce integrated circuits at any advanced semiconductor fabrication facility located in the Peoples Republic of China and further restricted locations meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.
6. The following additional export control provisions shall apply to all intellectual property rights and trade secrets being subject to the contract (referred to in this point: "Licenses and Rights"):
- (a) If and to the extent the Licenses and Rights relate to goods and technology subject to export restrictions as specified the respective annexes to EU Council Regulation No 833/2014 or EU Council Regulation No 765/2006 ("Sanctioned Goods and Technology"), Customer will neither
- sell, (sub-)license or transfer in any other way Licenses and Rights, or
 - grant access to or re-use any material or information relating to the Licenses and Rights, nor
 - use the Licenses and Rights in any way to provide, manufacture or maintain Sanctioned Goods and Technology destined for
- directly or indirectly to any natural or legal person, entity or body in Russia or Belarus or for use in Russia or Belarus.
- (b) Customer acknowledges that Siemens may be obliged under the Export Regulations to terminate, limit the scope of or suspend access by Customer to the Licenses and Rights.
- (c) Any violation of paragraph 1 or this paragraph 6 of Section XV shall constitute a material breach of an essential element of the contract, and Siemens shall be entitled to seek appropriate remedies, including, but not limited to:
- request a plan from the Customer to remedy the infringement,
 - claim penalties in the amount of 5% of the contractual value in case of a breach of this paragraph 6,
 - rescind the affected contract,
 - suspend any of its business relationships with the Customer and/or Customer Affiliate, until the breach of this paragraph 6 is remedied; and/or
 - terminate the contract.
7. The following additional export control provisions shall apply to cloud-based services ("Cloud Services"):
- (a) In particular, Customer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Cloud Services from any location prohibited by or subject to comprehensive sanctions or subject to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any "deemed (re-)exports"), or otherwise make available the Cloud Services to any entity, person, or organization identified on a restricted party list of the Export Regulations, or

owned or controlled by a listed party; (iii) use the Cloud Services for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any customer content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99).

(b) Customer shall provide any entity, person, or organization to whom Customer grants access, transfers or otherwise makes available the Cloud Services (collectively "User(s)") with all information necessary to ensure compliance with the Export Regulations. Customer shall (i) be responsible for the use of the Cloud Services by any User; (ii) procure to pass on all of Customer's obligations under the contract to each User; (iii) ensure that all Users comply with Customer's obligations under the contract. Should Customer become aware of any violation of its obligations under the contract, Customer shall immediately terminate the relevant User's access to the Cloud Services.

(c) Customer acknowledges that Siemens may be obliged under the Export Regulations to limit or suspend access by Customer and/or User(s) to the Cloud Services.

8. Upon request by Siemens, Customer shall promptly provide Siemens with all information pertaining to the particular end customer (as well as Users), the particular destination (or location of use) and the particular intended use of the Goods and Services (including Cloud Services), the Licenses and Rights and any problems applying subparagraphs 4(a), 4(b) and 4(c) of this Section XV, including any relevant activities by third parties that could frustrate the purpose of subparagraph 4(a). Customer will notify Siemens prior to Customer disclosing any information to Siemens that is defence-related or requires controlled or special data handling pursuant to applicable government regulations, and will use the disclosure tools and methods specified by Siemens.
9. Customer will indemnify and hold harmless Siemens, its affiliates, subcontractors, and their representatives, against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to Customer's noncompliance with this Section XV, including Customer's and its third party business partners' violation or alleged violation of any Export Regulations, and Customer shall compensate Siemens for all losses and expenses resulting thereof.
10. Siemens shall not be obligated to fulfil the contract if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

XVI. CONFIDENTIALITY, PRIVACY

1. The parties undertake to hold confidential, not to make accessible or disclose to any third parties 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. The protection afforded to technical, economic or organisational knowledge, experience or a compilation of such knowledge, recorded in an identifiable form, is the same as that afforded to trade secrets (proprietary knowledge or "know-how").
2. The above obligation of confidentiality does not apply to confidential information,
 - a) which is or becomes publicly available through no fault of the receiving party;
 - b) which is provided to the receiving party by a bona fide third party entitled to disclose it;
 - c) which is created by the receiving party independently, without using the information;
 - d) which is known to the receiving party prior to its disclosure by the other party; or
 - e) the disclosure of which is required by law (with the proviso that the receiving party is required to inform the disclosing party of such obligation in due time).
3. The confidentiality obligations set out in this Chapter shall survive the expiry or termination of the Individual Contract.
4. The parties agree that in the course of the conclusion and performance of the Individual Contract, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council ("GDPR"), the personal data (name, organisational unit, position, telephone number, email

address) of their natural person employees, company representatives, intermediaries (hereinafter collectively referred to as “**Intermediaries**”) will be disclosed to the other party in connection with the Individual Contract. Each Party shall be the data controller with regard to its own Intermediary, while the other Party shall be the recipient with regard to the Intermediary of the data controller Party.

The parties mutually inform each other that the personal data of the Intermediaries disclosed to them as recipients in the context of the Individual Contract will be processed in accordance with the principles of the GDPR, both before and during the execution of the Individual Contract, for the purposes of document registration, invoice management and the registration of contact details of business partners at an organisational unit level. The parties as data controllers shall keep the contact details for 5 years after the termination of the Individual Contract. The legal basis for data processing is the legitimate interest of the contracting parties. Data shall be provided by the contracting parties to each other.

The parties undertake to

- to inform their respective Intermediaries as data controllers of the data contained in this Clause in a verifiable manner during the performance of the Contract;
- the party at fault shall be liable for the consequences of non-performance or late performance of its obligations under this Clause and shall indemnify and hold harmless the other party against any claims and actions in connection therewith and against any claims against third parties.

The parties declare that this obligation shall extend to the full payment of any fine or penalty of a punitive nature imposed by any competent authority, including the EU authorities and the Hungarian National Authority for Data Protection and Freedom of Information, court or other third party in connection with the foregoing.

XVII. PLACE OF DISPUTE RESOLUTION AND APPLICABLE LAW

1. The parties shall attempt to settle any disputes that may arise out of or in relation to this agreement amicably. Should such amicable settlement fail to resolve the issue, the parties agree to submit to the competent Hungarian court.
2. The present GC and the Individual Contracts made on the basis thereof shall be governed by the Hungarian law, to the exclusion of the United Nations Convention adopted in Vienna in 1980 on contracts for the International Sale of Goods (CISG).
3. The present GC has been made in English and in Hungarian language. In case of any discrepancy between these versions, the Hungarian version shall prevail.