

The General Terms and Conditions of Contract of the E.ON Hungária Group Supply contract Date of entry into force: July 1st, 2020

1. Validity of the Buyer's General Terms and Conditions

- 1.1. These General Terms and Conditions (hereinafter referred to as the „**Terms and Conditions**“) shall be applied for every contract and framework contract concluded with the subject matter of (ordering and) purchasing every single piece of good and the provision of the related service(s) (hereinafter referred to collectively as the „**Contract**“), together with the specific contracts concluded within the framework of the framework contract (Specific Contract), which the Company, as a member company of E.ON Hungária Group enters into as the Buyer (hereinafter referred to as the „**Buyer**“) with the Seller providing the goods constituting the subject matter of the Contract and transferring the ownership thereof to the Buyer (hereinafter referred to as the „**Seller**“), in which the goods constituting the subject matter of the Contract is determined according to type and quantity. These Terms and Conditions may also be applied in sales contracts the subject matter of which is defined individually.
- 1.2. During the performance of the contract the Contracting Parties explicitly exclude the application of the Seller's general terms and conditions or the specific points thereof.
- 1.3. During the conclusion of the Contract the Contracting Parties, concerning the contractual relationship, explicitly exclude the application of any and all contractual arrangements of any other contractual relationship having been or still being in force between them, including any and all related contractual practice and condition.

2. The conclusion of the Contract, the documents constituting the integral parts of the Contract and the prioritisation thereof

- 2.1. The Buyer has made the contents of these present Terms and Conditions to the Seller at <https://www.eon.hu/hu/lablec/beszallitoi-informaciok/altalanos-szerodesi-feltetelek.html> prior to the conclusion of the Contract in the call for tenders (call for proposals), or in the order issued by the Buyer (“Order”). The prevailing contents of the Terms and Conditions shall be accessible for the Seller via the same link at any time.
- 2.2. The Contract, the Order or the Specific Contract shall exclusively be valid in writing, except for the cases stipulated by Point 2.3. Any and all additional, verbal agreements related to the Order or the Specific Contract shall only be binding for the Buyer in case the Buyer acknowledges them in writing. The same applies to subsequent modifications and supplements.
- 2.3. The Contract shall be deemed to be concluded when it is signed by the Contracting Parties, or when the Order Acknowledgement form is signed by the Seller. The Specific Contract within the framework of the framework contract shall be deemed to be concluded when the Order Acknowledgement form is signed by the Seller or when the Specific Contract is signed by the Seller or the Contracting Parties. By signing the Order Acknowledgement form the Seller accepts the Order/Specific Contract and the present Terms and Conditions without modification. The Seller shall return the Order Acknowledgement form and the Specific Contract to the Buyer within 3 (three) days following the receipt thereof via fax or as an attachment of an electronic mail (e-mail), and shall also return a duly signed copy of each to the Buyer within 5 (five) days following the receipt thereof. The Specific Contract shall be deemed to be concluded when the Buyer receives the Order Acknowledgement form or the Specific Contract sent by the Seller via fax or as an attachment of an electronic mail (e-mail). In case the Seller performs his contractual obligations without signing and/or returning the Order Acknowledgement form or the Specific Contract signed by him in accordance with the stipulations of this present Point, the Contract shall not be deemed to be concluded in spite of the performance thereof, and the Buyer shall not be obliged to take over the goods.

- 2.4. The Contract, the Order or the Specific Contract shall be deemed to be duly signed by the Buyer in case the Buyer has signed them with a qualified, or an advanced electronic signature or stamp based on a qualified certificate, or in case the conditions determined in the framework contract in a way described therein.
- 2.5. The following documents shall constitute the integral parts of the Contract according to the order of priority determined below:
 - a) the Contract together with its Appendices
 - b) the provisions of the Order and the Specific Contract (including the appendices thereof);
 - c) the present General Terms and Conditions;
 - d) The related call for tenders / call for proposals and tender documentation, or the conditions of the request for quotation (if available, including the Technical / Professional Specification constituting a part thereof).

3. The subject matter of the Contract

- 3.1. The subject matter of the Contract shall be shipping of the goods determined in the Contract, or in case of a framework contract determined in the Order, together with transferring the ownership thereof to the Buyer, and providing the related service(s).
- 3.2. Based on the Contract the Seller undertakes the obligation to deliver the goods delivered by the Buyer to the Buyer in accordance with the contractual terms and conditions and – simultaneously – to transfer the ownership thereof as well, together with providing the related service(s). At the same time the Buyer undertakes the obligation to take over the goods constituting the subject matter of the Contract / ordered, and to take over and take ownership of the related service(s) and remunerate the counter-value thereof to the Seller.
- 3.3. In case the Contracting Parties lay down the amount of the quantitative difference with which the Seller is entitled to provide more or less than the quantity stipulated by the Contract, then the Buyer shall pay the purchase price of the actually provided quantity.

In case of concluding a framework contract the Seller shall acknowledge and accept the fact that the Buyer undertakes no quantitative commitment. Any and all submission of requests or quantities shall be deemed to be considered purely informative, meaning a procurement to be expected by the Buyer, and shall by no means be considered as a purchase obligation for the Buyer. Notwithstanding the previous provision, in the case of a Contract concluded as a result of a public procurement procedure the contracted quantity shall be included in the tender documentation / call for proposals, while during the term of the Contract the Buyer shall order in a quantity of the basic quantity minus the quantitative difference, and the Buyer shall be entitled to order in the amount of the optional quantity during the term of the Contract.
- 3.4. If a consignment stock is used, the Seller undertakes to establish the consignment stock stipulated by the Contract with the quantity of the starting stock at the place of performance and within the time limit stipulated by the Order or the Specific Contract. The starting stock shall be determined by the Buyer based on the expected monthly consumption, taking into account the capacity of the Seller. The Contracting Parties hereby agree that in case the Contract is terminated, and no additional contracts concerning further deliveries are concluded within 6 months following the termination of the Contract for the period following such termination, or in case based on the new contract the Buyer no longer requires the delivery of any of the goods determined in the Contract, then the Contracting Parties shall settle accounts with each other concerning the stockpile stored in the consignment stock and the end-of-life products. The Contracting Parties shall negotiate the method of such settlement.
- 3.5. Management of the consignment stock shall take place according to the following:
 - a) The Buyer shall monitor the consignment stock level of each material.
 - b) The buyer shall continuously carry out stock management activities with the consignment stocks of the Seller.
 - c) When submitting the consignment orders the Buyer shall take the following information into account:
 - delivery deadline;
 - the transport capacity of the Buyer;
 - packaging unit;
 - minimal order quantity (if available).
 - d) In light of the above the Buyer shall submit purchase orders No. 4500.... Without value to the Seller, based on which the Seller replenishes the consignment stock level.
 - e) Based on the consignment order submitted by the Buyer the Seller shall replenish the consignment stock level

based on the delivery notes. Receipt of the delivered Products into the consignment stock takes place with reference to the SAP order No. 4500... previously prepared by the Buyer. During the deliveries the order No. 4500... of the consignment order shall be indicated on the delivery note in every case!

- 3.6. Settlement of the consignment obligation takes place at least once a month based on the related notification of the Buyer, about which the Seller shall issue an invoice within 3 (three) working days. The basis of the aforementioned notification shall be the SAP list containing consumptions of the previous period. The Seller shall issue the related invoice based on these supporting documents.

4. Obligations of the Contracting Parties

- 4.1. The Buyer shall provide the information required to perform the Contract the Seller in due time. If the Seller requests additional data required for the performance of the Contract, the Buyer shall provide the requested data within 5 (five) business days following the receipt of the Seller's related notification. If a longer period of time is required for providing such data, the Parties shall agree on a different deadline.
- 4.2. In case the performance of the related service(s) takes place at the Buyer's place of business, then the Buyer shall make the place of performance available to the Seller in a condition suitable for work. The Seller shall be entitled to refuse starting contractual performance until the Buyer complies with this obligation. The right to access the place of performance shall not be solely the Seller's.
- 4.3. The Buyer is entitled to inspect the performance carried out by the Seller (together with the materials and devices used and installed). Upon the Buyer's request the Seller shall expose any part of the contractual work. In case the exposed part is technically flawless and complies with the related stipulations of the Contract, following the exposure the Seller, against payment of the costs incurred, shall restore and correct such parts in accordance with the requirements of the Buyer.
- 4.4. The Seller shall not be exempted from liability in case the Buyer fails to, or inadequately performs any inspection.
- 4.5. The Buyer is entitled to give instructions to the Seller. In case such instructions are inappropriate, or taking them into account is impossible or unreasonable under the specific circumstances, then the Seller shall forthwith notify the Buyer thereof. If the Seller fails to comply with this obligation, then the Seller shall fully reimburse any and all damages arising from such failure.
- 4.6. The Seller shall transport and provide the machinery and equipment being appropriate to provide the related contractual service(s) at his own expense.
- 4.7. During the performance of the Contract the Seller shall comply especially with the applicable laws and official regulations, European and Hungarian standards, technological instructions and specifications especially relating to the activity constituting the subject matter of the Contract, the work schedule, accident prevention and operational requirements of the Buyer and the provisions of the generally recognised safety and health regulations.
- 4.8. The Seller shall forthwith notify the Buyer of any circumstance which may jeopardise the effectiveness of the contractual performance or completion within the mutually agreed time period. The Seller shall be liable for damages arising from failure to notify.
- 4.9. The Seller shall disclose the reasons for the impediment or interruption of the performance, together with the measures that have been taken or intended to be taken to eliminate them to the extent possible with the Buyer.
- 4.10. During the term of the Contract the Seller shall notify the Buyer of any and all changes affecting the organisational form or financial solvency (bankruptcy, winding-up procedure) of the Seller, or that is mandatory to report to the Court of Registration (e.g. changes in the ownership, equity capital, registered office, etc.). in the case of a Contract concluded as a result of a public procurement procedure the Seller, in accordance with the stipulations of Article 136 (1) b) of the Act on Public Procurement (hereinafter referred to as the "Kbt.") shall disclose his ownership structure to the Buyer during the entire period of performing the contractual obligations, and the Seller shall forthwith notify the Buyer of the transactions in accordance with the stipulations of Article 143 (3) of the Kbt.

The Seller shall forthwith notify the Buyer in the following cases:

- a) a legal person or an organisation with legal capacity according to its personal law not complying with the conditions stipulated by Article 62 (1) k), sub-point kb) directly or indirectly acquires equity ownership of the Seller exceeding 25%, or
- b) the Seller directly or indirectly acquires equity ownership exceeding 25% of a legal person or an organisation with legal capacity according to its personal law not complying with the conditions stipulated by Article 62 (1) k), sub-point kb).

In case any of the conditions set forth in sub-points a) and b) of this present Point the Buyer shall be entitled and obliged to terminate the Contract without notice, or, if needed, with a notice period enabling him to perform his contractual obligations.

- 4.11. While performing the Contract, the Seller shall draw the Buyer's attention to possible handling and operational problems related to the goods, to communicate them in writing to the Buyer and to provide operating instructions to the operators of the device.
- 4.12. The Seller shall perform his contractual obligations in such a way that his work shall not interfere with the work of others at the same place and not to prevent or endanger the operation of the Buyer's equipment and devices.
- 4.13. The Seller shall manufacture the goods and provide the related service(s) with all reasonable care and expertise, and exercises supervision and control over the items and equipment used, the applied methods and technologies, the selected processes, and the co-ordination and carrying out every detail of the work.
- 4.14. While providing the related service (s), the Seller shall provide trained and experienced executives and managers with the necessary authority, as well as skilled, trained and auxiliary staff, which is necessary for the Seller to provide his obligations under this Contract in an appropriate and timely manner.
- 4.15. During the provision of related services, the Seller shall from time to time clear and remove any excess material and waste from the place of delivery. After completing contractual performance, the Seller shall remove all work equipment. The place of performance shall be left in a clean and orderly state.
- 4.16. The Seller shall provide any and all opportunity for the Buyer to examine, evaluate and verify any concealed or non-visible part of the performance. The Seller shall ensure that the Buyer is able check the Seller's activity, the level, efficiency and effectiveness of the Seller's performance, and the continuous existence of the conditions required for the pre-qualification process at any time.
- 4.17. The Seller shall assume responsibility for the appropriateness and suitability of the machinery, equipment and materials insured by the Seller and used in the work area. In this respect the Seller shall also be responsible for the existence of the required quality and safety certificates and for the delivery thereof to the Buyer.
- 4.18. The Seller shall make the quality and safety certificates of the built-in materials and equipment available to the Buyer.
- 4.19. For the purpose of performing the Contract the Contracting Parties shall co-operate. In order to do so, they shall:
 - a) mutually and forthwith notify each other of the intel, facts and circumstances that may affect contractual performance,
 - b) mutually and separately take any and all measures required to eliminate the circumstances preventing contractual performance,
 - c) try to resolve their disputes through negotiations.

5. Time limit and place of performance

- 5.1. The time limits specified in the Contract or in the SAP Order / Specific Contract for sales and related services provided under these conditions shall be strictly binding on the Seller. The Seller shall be entitled for early delivery if the Buyer has given his prior written consent thereto.

- 5.2. If the Seller feels that he is unable to comply with the time limits undertaken in accordance with the stipulations of the Contract due to any reason whatsoever, then he shall forthwith notify the Buyer of the reason and expected time period of the occurrent delay. The Seller then shall take any and all measures to speed up the progress and ensures compliance with the time limit. The Seller shall not be entitled for any special remuneration whatsoever in exchange for taking such measures.
- 5.3. At his own expense and responsibility the Seller shall deliver the products to the following addresses that are the Central Warehouses of E.ON Gazdasági Szolgáltató Kft.:
- Pécs, Malomvölgyi út 2.
 - Győr, Kandó Kálmán u. 13.
 - Debrecen, Monostorpályi út 154.,

except in case the Buyer, or the Contracting Parties have indicates a different address in the SAP Order, or in the Specific Contract, respectively.

6. Quality standards concerning the performance of the Contract, certificate of delivery

- 6.1. The goods shall comply with the stipulations and safety requirements of the related product standards.
- 6.2. The Seller shall notify the Central Warehouse(s) indicated in the Contract of the expected time of receiving the products.
- 6.3. On working days, the acceptance of goods takes place between 7⁰⁰ – 14⁰⁰. The Seller shall time the exact date of delivery in such a way that the delivery-takeover of the products shall take place until 14⁰⁰ at the latest on working days. In case the acceptance of goods fails to take place until 14⁰⁰, and the failure to do so is not attributable to the Buyer, then the expenses arising after 14⁰⁰ (machines, manpower, etc.) shall be borne by the Seller upon receiving the related invoice issued by the Buyer.
- 6.4. The Seller shall ensure that the delivery of the goods to the Buyer is carried out in an appropriate packaging preventing injury, damage, weather influences and any other environmental impacts.
- 6.5. During transportation the goods shall be protected from vibration, inclination, dust and any other contamination.
- 6.6. The goods shall be packaged in such a way that ensures that the wrapped products can be identified without the need to open the packaging. The packaging shall indicate the required designations (package handling regulations, etc.) and shall be accompanied by a list identifying the contents of the package.
- 6.7. The goods shall be transported by the Seller on pallets, forming unit packs per piece on the pallet. The pallet shall be heat-shrink wrapped by the Seller.
- 6.8. The goods shall be transported by the Seller on pallets:
- In case the goods are delivered to the Buyer on standard EUR-pallets without damage or deterioration, then the Buyer shall provide exchange pallets for the Seller.
 - In case the goods are delivered on one-way pallets to the Buyer, then the Seller shall not lay a claim for exchange pallets.
 - If the Buyer cannot provide exchange pallets to the Seller during the delivery-takeover procedure, the Buyer shall give an acknowledgment of receipt to the Seller, against which, during a subsequent delivery, the Buyer shall provide exchange pallets to the Seller based on a prior arrangement.
- 6.9. In case the place of performance is not a Central Warehouse of E.ON Gazdasági Szolgáltató Kft., then the delivery-takeover procedure shall take place according to the following:
- only the company or its representative designated as recipients shall be authorised to take over the goods,
 - the Seller shall reconcile the exact place and date of taking the goods over with the recipient, on the day preceding the expected performance at the latest.
 - the number of the Order shall be indicated on the delivery note at all times,

- d) in case every piece of data is appropriate, then the acceptance shall be authenticated with the company seals and legible signatures of both Contracting Parties,
- e) in case there are differences in the data, then the discrepancies experienced during the acceptance procedure shall be recorded in writing (e.g. on the delivery note), and shall be authenticated with the company seals and legible signatures of both Contracting Parties,
- f) the duly signed delivery note with the company seal, which certifies the acceptance of the delivered goods or a copy thereof shall be attached to the invoice in all cases.

7. Payment of the purchase price, invoicing

- 7.1. The purchase price to be paid to the Seller for the performance of the Contract shall be determined in the Contract, or in the Specific Contract.
- 7.2. Except for the value-added tax (VAT) the prices include any and all tax, customs duty, levy, obligation to pay contributions, transport and loading cost, together with the insurance fee related to transfer of ownership of the goods constituting the subject matter of the Contract and the provision of the related service(s) (until the date of quantitative delivery), the costs arising in connection with the quality/warranty obligations, the costs of obtaining the required import and export licences, the costs of the activities and procedures required for being taken into home use and marketing in Hungary, the costs of validation, the costs of the requires certificates, descriptions, product fiches and the translation thereof into Hungarian, that is any and all costs pertaining to completeness and proper, intended use, together with the counter-value of the rights to use the intellectual property delivered in accordance with the stipulations of the Contract.
- 7.3. The Seller shall issue the invoice to the name and registered office of the Buyer based on the documents attesting performance, and shall send it to the postal address of E.ON Gazdasági Szolgáltató Kft. - 9701 Szombathely Pf. 8. – accompanied by the documents attesting performance.
- 7.4. The delivery note with the signature of the Buyer certifying the acceptance of the goods, or a copy thereof, together with the certificate of receipt certifying the provision of the service shall be attached to the invoice. The number of the Order, or that number of the Specific Contract shall always be indicated on the invoice or the delivery note (4_____, in case of replenishing the consignment stock the registration number of the Contract, the certificate number 34 _____ indicated on the Consignment report), or in case no such number is available, then the name of the Buyer's professional contact person.
- 7.5. The Seller is not entitled to prepayment. The invoicing schedule is stipulated by the Contract or the Specific Contract.
- 7.6. The invoice shall at all times comply with the prevailing accounting, tax and other laws and regulations, together with the conditions stipulated by the Contract.
- 7.7. In case the provisions of Point 7.6 of the present Terms and Conditions are not complied with, then the Buyer shall be entitled to return the invoice without settling it. The Buyer shall assume no responsibility for any and all damages arising from the returned invoice. In case the invoice is returned due to the aforementioned reasons the Seller shall not be entitled to claim any default interest due to an occurrent late payment.
The payment of the purchase price takes place by wire transfer against the invoice issued based on the performance and accepted by the Buyer within 30 days in the case of a contract concluded based on the Kbt., or in any other case within 60 days following the date of receipt of the invoice, unless otherwise provided by the Order or the Specific Contract. In the case of an electronic invoice the date of receipt shall be the working day in question in case the invoice is received until 15:00, or the following working day in case the invoice is received after 15:00 or on a holiday.
- 7.8. The Seller undertakes the obligation to ensure that the invoice issued by him is delivered to the invoicing address specified by the Customer within 5 (five) working days following issuance at the latest. The Seller shall ensure that the provisions of this present Point are applied in terms of the payment deadline indicated on the invoice.
- 7.9. The Seller shall acknowledge that the payment performed via settlement between bank accounts shall be deemed to be completed on the date the Buyer's bank accounted is debited by the relevant financial institution.

- 7.10. In the case of a Contract concluded as a result of a public procurement procedure the Seller undertakes not to pay, or not to recognise costs related to the performance of the Contract that are incurred by companies not complying with the conditions stipulated by Article 62 (1) k) of the Kbt., and which can be used to reduce the taxable income of the Seller.
- 7.11. In case the Seller performing the Contract concluded as a result of a public procurement procedure has his fiscal domicile in a foreign country, then such Seller, in accordance with the stipulations of Article 136 (2) of the Kbt. shall attach to the contract an authorisation stating that data concerning the Seller may be acquired by the Hungarian National Tax and Customs Authority directly from the competent tax authority of the Seller's fiscal domicile, without using cross border legal assistance.

8. Compliance and date of the performance, acceptance by the Buyer, transfer of ownership, bearing of costs and liabilities for damages

- 8.1. The Seller shall be deemed to have been performed properly if the Contract has been performed under its terms and conditions and has provided the Buyer with the documentation required for the operation of the purchased goods, which has been fully taken over by the Buyer. Documents attesting performance: in the case of delivery and acceptance at the delivery address, the Buyer's written confirmation of accepting the delivered product.
- 8.2. The Seller shall deliver at least the following documents to the Buyer:
- a) Instructions for use, warranty certificate;
 - b) Quality Acceptance Form about the installed materials provided by the Seller, if applicable;
 - c) Other documentations, protocols (declarations, plans, measurement protocols, parameter lists, configuration drawings, etc.) required for the operations.
- 8.3. The date of performance shall be the date on which the Seller – in a way accepted by the Buyer – fully performs his contractual obligations towards the Buyer.
- 8.4. The Buyer shall be deemed to have been performed properly if he accepts the goods that had been purchased by him and delivered to him in accordance with the stipulations of the Contract together with the delivery note, and then having been offered to him for acceptance together with the contractually performed related service (s), and paid the purchase price to the Seller in accordance with the stipulations of the Contract.
- 8.5. The ownership of the goods, the costs and the risk of the maintenance, use and operation of the goods shall transfer to the Buyer from the Seller following the delivery of the goods to the Buyer after unloading them from the transport equipment. The costs and risks of transportation and unloading shall be borne by the Seller.

9. Defective and late performance, warranty, guarantee, performance bond

- 9.1. Upon detecting faulty performance, the Buyer shall forthwith notify the Seller thereof, indicating the list of defective goods and any errors that may have occurred.
- 9.2. The Seller shall forthwith replace the defective products at his own expense in accordance with the related notification of the Buyer while keeping in mind the Buyer's interests. If, for any reason, replacement is not possible, or cannot be carried out within a reasonable time, the Seller shall repair the goods at his own expense, including the costs of removal, repair, etc. within a reasonable time, while keeping in mind the Buyer's interests.
- 9.3. As compared to the provisions set forth in Point 9.2. the Buyer, at his discretion, may request the proportional reduction of the remuneration, or may repair the defect himself at the expense of the Seller, or have the defect repaired by a third party, or shall be entitled to withdraw from the Contract (or the Specific Contract) on case carrying out the replacement, or repair is impossible, the Seller has refused to carry out the necessary repairing or replacement, and the Seller cannot fulfil this obligation – considering the features and functions of the goods to be reasonably expected by the Buyer – within a reasonable time limit and keeping the Buyer's interests in mind, or in case Buyer's interest in repairing or replacing the goods has ceased to exist.

- 9.4. In case of the Seller's defective or faulty performance the Buyer shall be entitled to enforce the payment of contractual penalty against the Seller in accordance with the stipulations of Point 10 below.
- 9.5. In case the Seller is unable to comply with the deadline for performance, then he shall notify the Buyer in writing thereof at least 3 (three) days before the expiration of that deadline with indicating the related reasons.
- 9.6. If the Seller, at any time during the performance of the Contract, gets into a position that prevents the Contract from being performed in good time, he must immediately notify the Buyer of the fact, expected duration and causes of the delay in writing, and at the same he shall indicate a time limit within which he can perform. Upon receipt of the written notification, the Buyer shall be entitled to determine the additional time limit for performance at his own discretion.
- 9.7. In case the Buyer provides an additional time limit for performance in writing, then the Seller shall not be deemed to be in default in the case of performing until the expiry of the additional time limit. In case the Buyer fails to provide an additional time limit in writing, then the Seller shall perform his contractual obligations until the original time limit with the addition that the Seller shall be in default in case the time limit expires, and the legal consequences due to the Seller's delay become applicable. In case the Seller also exceeds the additional time limit provided for him in writing, then he shall be deemed to be in default, and the legal consequences due to the Seller's delay become applicable.
- 9.8. If it becomes apparent before the expiration of the time limit for performance that the Seller is only able to perform his contractual obligations with a considerable delay, due to which Buyer is no longer interested in maintaining the Contract, or if the amount of contractual penalty due to delay has reached its maximum, the Buyer shall be entitled to withdraw from the Contract (in case of concluding a framework contract also from the SAP Order in question and / or Specific Contract) in addition to submitting claims for contractual penalty and damages, or to terminate the Contract without notice, while at the same time the Buyer shall also be entitled to obtain the goods from another source. The Buyer shall be entitled to enforce the difference in price against the Seller as occurrent damages that may arise in addition to the contractual penalty due to failure as compensation for the non-material damage suffered by the Buyer.
- 9.9. Acceptance of any defective or faulty performance shall not be considered as a waiver of the right to enforce the related legal consequences.
- 9.10. The Seller shall undertake warranty for a period of time specified in the Contract or in the Specific Contract for the goods and the provided related services, unless the statutory warranty period is longer than that, because in that case the longer warranty period shall be applied.
- 9.11. Within the framework of the warranty the Seller shall be liable for any defective performance of the goods, that is, any defects detected in the Goods, unless it can be proved that the cause of the defect has been incurred after delivery and cannot be traced back to a pre-delivery cause.
- 9.12. The date of commencement of the warranty shall be the date of taking over the goods or the successful (technical) delivery of the goods jointly carried out by the Buyer and the Seller.
- 9.13. Warranty primarily means replacement warranty, i.e. the Seller shall, in a reasonable period of time limit within the warranty period shall – taking the features and intended purpose of the goods to be reasonably expected by the entitled person into account – primarily replace the faulty goods while protecting them as much as possible within a reasonable time limit and keeping the Buyer's interests in mind. If, for any reason, replacement is not possible or cannot be executed within a reasonable time, the Seller shall – taking the features and intended purpose of the goods to be reasonably expected by the Buyer into account – shall have the defective goods repaired, taking into account and protecting the Buyer's interests within a reasonable time determined by the Buyer.
- 9.14. In case of receiving a verifiable related notification the Seller fails to commence, or commences, but fails to finish on time the replacement or repairing of the goods within a time period of 5 (five) working days, or performing such replacement or repair is impossible, then the Buyer shall be entitled to exercise his rights stipulated by Point 9.3 above, and/or take other measures (e.g. using the performance bound) in order to eliminate the error in addition to

the risks and costs to be borne by the Seller without any consequent infringement of any other contractual rights of the Buyer against the Seller. In case the Seller fails to perform his warranty obligations in accordance with the stipulations of Contract, then the Buyer – following the submission of a related, preliminary written notification – shall be entitled to withdraw from the contract and to claim the resulting price difference by way of damages.

- 9.15. The Buyer shall be entitled to enforce his warranty claim at the place of performance, and the Seller shall also perform it there.
- 9.16. A new warranty period shall commence for the replaced or repaired goods.
- 9.17. The warranty obligation shall not cover repairing damages caused by natural disasters, vandalism or any other improper use or intervention.
- 9.18. The Seller shall bear any and all certified costs incurred in connection with the Buyer's warranty claim (delivery, replacement, etc.) that may be attributed to the defective performance.
- 9.19. The Seller is liable for damages arising from non-compliance with or non-performance of the warranty obligation.
- 9.20. The Seller shall also assume a warranty in accordance with the stipulations of the prevailing laws and regulations in respect of the goods it transports and the provision of the related, supplied service (s).
- 9.21. In case the Seller shall provide a performance bond, the amount and duration thereof, the time limit and period of the obligation to provide it are determined by the Contract or the Specific Contract. The performance bond shall be absolute and irrevocable. The duration of the performance bond shall be prolonged in case of defective performance with the time required for the replacement or repair of the performance error. The performance bond is intended to ensure the warranty obligations and in case the Seller fails to perform his contractual obligations related to the warranty obligations stipulated by the Contract the Buyer shall be entitled to enforce the performance bond even if the Seller objects to it.
- 9.22. The performance bond may be performed by: (i) payment to the buyer's payment account (deposit), (ii) deduction from the consideration for performance (iii) providing bank guarantee or surety bond, or (iv) with a promissory note issued based on an insurance contract and stipulating such surety. In any case the provision of the surety bond or the promissory note containing such surety shall not entitle the guarantor to lodge an interpleader complaint, i.e. the guarantor shall not be entitled to demand the guarantor to first attempt to recover the amount receivable from the Seller. The Seller may, at any time, have the right to change from one form of deposit to another, but the deposit shall be continuously available in accordance with the amount and duration stipulated by the Contract. The Seller shall provide the performance bond to the Buyer until the date of the commencement of the warranty obligation.
- 9.23. In case the amount of the performance bond is fully or partially used, then the Seller shall replenish the amount of the performance bond to the original amount within 5 (five) days following the usage thereof. In case the Seller fails to perform his obligation to replenish, then the Buyer shall be entitled to terminate the Contract and/or the Specific Contract without notice, or to withdraw therefrom without notice.
- 9.24. If, during the warranty period, the Seller fully or partially performs his warranty obligations, the deposit provided under the performance bond or the part thereof that has remained after enforcing it due to the non-performance of the warranty obligation, shall be paid to the Seller within 30 days following the expiration of the term of the performance bond. The Buyer shall not pay any interest to the Seller on the deposit. If the performance bond secured by way of the restitution is not fully or partially enforced, upon the expiration thereof the Seller shall send the certificate of performance mutually signed by both the Buyer and the Seller to the invoicing address of the Buyer, and the Buyer shall wire-transfer the unused amount of such retention to the Seller within 30 days following the expiration of the performance bond.
- 9.25. If, during the period of providing the performance bond the Buyer finds a performance error, he shall notify the Seller thereof in writing. If the Seller fails to commence replacing or repairing the goods within 5 (five) working days following the receipt of the written notification, or commences to do so but fails to finish it within the time

limit stipulated by the Contract, then the Buyer shall be entitled to have the performance error corrected by another contractor and cover the expenses thereof from the performance bond.

- 9.26. The Buyer shall be entitled, without any special procedure, to claim and enforce any and all amounts of contractual penalty, expenses, or other damages attributable to the Seller's non-contractual performance from the performance bond. If the amount of the contractual penalty, expenses, or other damages attributable to the Seller's non-contractual performance exceeds the amount of the performance bond, then the Seller shall also pay the amount in excess to the Buyer in accordance with the stipulations of the Contract.
- 9.27. In case the Seller provides the performance bond in the form of a bank guarantee, then the following provisions shall be applied:
- a) The bank guarantee shall be made available to the Buyer until the commencement date of the warranty obligation at the latest (on the date of the delivery-takeover procedure), and it shall remain in force for a period of time stipulated by the Contract.
 - b) In case the Seller fails to perform his contractual warranty obligations, the Buyer shall be entitled to enforce the bank guarantee if the Seller objects to it.
 - c) The bank guarantee shall be deemed to be acceptable if it complies with the relevant provisions of the Civil Code of Hungary (hereinafter referred to as the "Ptk."), it is unconditional and irrevocable, and the financial institution providing the bank guarantee pays unconditionally, without inspecting the relationship underlying the payment order within 5 (five) working days following the receipt of the first written notification. The bank guarantee shall be deemed to be contractual if it is expressly accepted by the related written declaration of the Buyer. The issuing bank shall be approved in advance by the Buyer.
 - d) In case the bank guarantee is not enforced, then following the expiry thereof the Buyer shall return it to the Seller upon the related request of the latter.

10. Contractual penalty, compensation for damages

- 10.1. The Seller acknowledges that if for any reason whatsoever attributable to him he breaches the Contract, he shall pay a fine (= contractual penalty) for it. The Seller shall pay contractual penalty in the case of delayed or failed performance. The Buyer shall be entitled to claim compensation for damages and to enforce other claims exceeding the amount of the contractual penalty.
- 10.2. The Buyer, at his own discretion, shall be entitled to
- a) deduct the amount of the incurred contractual penalty from the invoice/payment claim of the Seller,
 - b) to issue a letter of notification with respect to the entitlement to collect contractual penalty and the amount thereof with indicating the time limit of payment, which the Seller shall acknowledge within 8 days (any failure to acknowledge shall not render the Buyer's claim for contractual penalty unfounded, and the payment deadline also remains unchanged), or
 - c) in the case of using a performance bond to enforce the contractual penalty therefrom.
- 10.3. The contractual penalty shall become due:
- a) in the event of late performance, when the delay is eliminated, or the new time limit provided due to the late performance expires (whichever occurs sooner),
 - b) in the case of defective performance upon receiving the related notification,
 - c) in the case of failed performance when the Seller exercises his rights to withdraw from or terminate the Contract without notice.
- 10.4. In the case of a late performance, i.e. in case the Seller fails to comply with the time limit(s) stipulated for contractual performance due to reasons attributable to the Seller, then the Seller shall pay contractual penalty for the delay, the amount of which shall be 1 (one) %, but no more than 20 (twenty) % of the net contracted price of the products affected by the delay calculated for the specific late performance.
- 10.5. In case of failure to perform the contract due to reasons attributable to the Seller (e.g. the Seller refuses to perform the Contract or his contractual warranty obligations, or the Buyer exercises his contractual rights to withdraw from or terminate the Contract without notice), then the Buyer shall be entitled to claim cancellation penalty.

- 10.6. In the event of withdrawal from, or termination of the Contract by the Buyer, the counter-value of the qualitatively and quantitatively received partial deliveries shall be enjoyed by the Seller, and shall be paid by the Buyer in the already agreed way.
- 10.7. In case the Contract is cancelled, the extent of the cancellation penalty shall be 30 (thirty) % calculated on the basis of the net contract price of the goods affected by the cancellation.
- 10.8. In case of defective performance of the Seller the Seller shall pay contractual penalty the amount of which shall be 20 (twenty) % of the net contract price of the goods affected by the defective performance.
- 10.9. In case of defective performance of the Seller the Seller shall perform his contractual warranty and guarantee obligations.

11. Issues of occupational safety, accident and fire prevention and environmental protection

- 11.1. If the Seller, during the performance of his contractual obligations, performs in whole or in part at the place of work of the Buyer or the group of companies of the Buyer, then he shall comply and ensure compliance with the prevailing laws and regulations on the precautions concerning occupational safety, accident and fire prevention and environmental protection. The Buyer shall not assume any responsibility in case of failure thereof. On the territory and devices of the Buyer only those employees and contributors of the Seller approved by the Buyer shall be entitled to work. The employees or contributors of the Seller infringing the prevailing laws and regulations on the precautions concerning occupational safety, accident and fire prevention and environmental protection, or working illegally shall – upon the express request of the Buyer – not be allowed to be employed further on the territory and equipment of the Buyer.
- 11.2. The Seller shall forthwith notify the Buyer of any and all accidents at work that occurred in connection with the performance of the Contract affecting the Seller or any other person co-operating in the performance. Investigating accidents at work and establishing liability shall be carried out by the Seller.
- 11.3. The Seller undertakes the obligation to exclusively employ employees/contributors who are qualified to provide the related services by the relevant medico-sanitary inspection.
- 11.4. The Seller undertakes to solely employ persons (contributors) who have a well-established social security and health insurance relationship to perform the Contract.
- 11.5. In the case of any environmental contamination or damage to the environment caused by the Seller, the Seller shall immediately initiate on-site mitigation (prevention of further contamination, localisation). In the event of any environmental contamination or damage to the environment detected by Seller, the Seller shall forthwith notify the Buyer thereof. It is mandatory in these cases to notify the Buyer of the parameters of the environmental damage, such as: causes, contaminants, pollution rates, measures already taken and to be taken later on. The notification of the official announcement of the environmental contamination or damage to the environment to the authorities, the investigation and the elimination of the causes shall be carried out in accordance with the Buyer's environmental expert.
- 11.6. During the performance of his contractual obligations the Seller shall comply with and ensure compliance also with his contributors the following regulations concerning the work performed by foreigners in the Buyer's field of operation:
- a) Occupational Safety Manual,
 - b) Fire Safety Regulations,
 - c) Property Protection Policy,
 - d) Environmental Protection Regulations.
- 11.7. By signing the Contract, the Seller acknowledges that he has become acquainted with the provisions of the regulations set forth in Point 11.6 of these present Terms and Conditions, and accepts them as being binding for himself and his contributors.

By signing the Contract, the Seller acknowledges that prior to the conclusion of the Contract the Buyer has made available the substantial contents and excerpt of the regulations stipulated by this present Point.

12. Responsibility, product liability insurance

- 12.1. The Seller shall be liable for any damages caused by him by his contributor caused to the Buyer or any third person in connection with the performance of the Contract. The Seller, amongst other things may, in particular, be liable for damages even in case he fails perform his contractual obligations properly, or fails to comply with the time limit stipulated for completion, and the Buyer thereby incurs any damage whatsoever.
- 12.2. In case the Seller, during the performance of his contractual obligations damages a public utility or facility, then he shall restore it at his own expense. The Seller shall also notify the representative of the Buyer of the fact of such damage.
- 12.3. If the Seller causes damage to a third party outside the Contract due to a breach of the legal requirements or breach of his contractual obligations and the injured third-party claims compensation for damages against the Buyer, then the Seller shall fully exempt the Buyer from the liability to compensate for damages in such a way that he shall compensate the injured third party directly and in an unlimited way. In this case, the compensation provided by Seller shall also cover the costs incurred by the Buyer in connection with the claim for damages.
- 12.4. The Buyer shall forward any and all claims to the Seller received by him, who shall send all the documents available to him in connection with the damage as well as his point of view concerning the case, together with the private documents providing full evidence of the conciliation with the injured party and the evidence of the comprehensive settlement of the claim for damages within 30 calendar days to the Buyer. If the Seller fails to certify the comprehensive settlement of the claim with the appropriate documents, the Buyer shall be entitled to deduct the part of the amount and the relevant costs (expert fees, surveys, etc.) thereof considered as being justified by the Buyer from the subsequent invoice to be issued by the Seller, or to enforce the total amount thereof against the Seller in another way.
- 12.5. The Seller shall enter into litigation on the Buyer's behalf in any litigation initiated by a third party against the Buyer according to the aforementioned ways.
- 12.6. The Seller hereby declares and warrants that for the entire term of the Contract – including the warranty and guarantee period –the Product has product liability insurance and that he shall not enforce any costs related to any occurrent insurance damage towards the Buyer. The limit of damages for compensation for damages shall be at least 100% of the net purchase price.
- 12.7. The responsibility and guarantee obligation of the Seller shall be governed by the general provisions of the Ptk.
- 12.8. The Seller hereby expressly waives - within the scope permitted by law – to enforce any and all compensation or other claims against the executive officers of the Buyer in connection with the Contract. The Buyer's senior officers shall be entitled to directly refer to this limitation of liability.
- 12.9. The Seller expressly waives - within the scope permitted by the prevailing laws and regulations – his right to claim compensation for damages or any other claims in connection with the Contract against the Buyer's executive officers. The Buyer's executive officers may directly refer to this limitation of liability.

13. Termination or amendment of the Contract

- 13.1. The Buyer shall be entitled to withdraw from the unperformed part of the Contract without reasoning before the Seller offers his services, but the Contracting Parties shall account for each other concerning the receipt of the Goods (s) / Services already delivered, and the Buyer shall not deny paying for such goods and services.
- 13.2. The Buyer shall be entitled to terminate the Contract or in the case of a Framework Contract from the SAP Order if, prior to offering the Service, it has become apparent that the Seller can only deliver the good(s) with such a

considerable that the Buyer no longer has any interest the performance, or the amount of contractual penalty has already reached its maximum.

- 13.3. Any of the Contracting Parties shall be entitled to terminate the Contract without notice in case
- a) a final liquidation or winding-up procedure is brought against the other Party;
 - b) the other Party suspends his business activities or payments;
 - c) the other Party loses all or part of his freedom of choice or right of disposal over his own assets in any way, irrespective of whether that situation is reversible;
 - d) any of the Contracting Parties violated his contractual obligations and the Contracting Party concerned has already notified the defaulting Party to this effect with setting a time limit of at least 30 (thirty) calendar days and warning the other Party of the legal consequences, but the aforementioned time limit has elapsed without result; or
 - e) a force majeure situation occurred and has not been resolved within 30 days.
- 13.4. The Buyer shall be entitled to terminate the Contract without notice in the following cases as well:
- a) if the Seller performs the Contract in instalments and has already offered to deliver a part of the goods / services, then the Buyer shall be entitled to terminate the Contract concerning the goods / services not yet offered for performance;
 - b) the Seller seriously or repeatedly breaches the stipulations of the Contract;
 - c) the Seller fails to carry out his tasks within the determined time limit, or fails to perform his contractual obligations within a reasonable time;
 - d) in case of defective performance the Seller refused to repair or replace the faulty products, or failed to eliminate the defects of such good(s) within a reasonable time limit, has not made any remedy or replacement or has failed to discontinue the defect of the Goods, within a reasonable time, in the case of defective performance, and failed to perform his contractual obligations without causing disadvantage to the Buyer concerning the features of the goods and their function reasonably expected by the Buyer.
 - e) the Seller continuously fails to comply with the conditions stipulated during the prequalification process;
 - f) the Seller engages in a conduct that infringes or jeopardises the rightful interests and reputation of the Buyer or the companies of the Buyer's group of companies (such activities include especially – but not exclusively – if any defaulting or illegal draw is established by the distribution licensee at the Seller's – as an end-user – places of consumption used for drawing electricity);
 - g) offers, promises, or gives advantages to persons involved in the preparation, conclusion, or implementation of the contract on behalf of the Buyer, or to the close relatives of those persons;
 - h) the Seller fails to perform his contractual obligations stipulated by Point 14 of these present Terms and Conditions concerning the involvement of contributors or the employment of the Buyer's employees; or
 - i) a contributor of the Seller certifies the occurrence of any of the aforementioned cases.
- 13.5. The Buyer shall also be entitled to terminate the Contract without notice in case
- a) criminal proceedings are initiated against the Seller, his senior officer or a member of the Seller with a qualified influence or the senior officer thereof, or a criminal suspicion arises against the Seller,
 - b) there are grounds for exclusion against the Seller, his senior officer or a member of the Seller with a qualified influence or the senior officer thereof stipulated by Act CLXIII of 2015 on Public Procurement,
 - c) the Seller, his senior officer, employee, agent or subcontractor provides false information during the performance or conclusion of the Contract,
 - d) the Seller, his senior officer or a member of the Seller with a qualified influence or the senior officer thereof engages in unsound business practices being incompatible with the objectives of the Buyer or those of the E.ON Group,
 - e) the Seller, his senior officer, employee, agent or subcontractor, or a member of the Seller with a qualified influence or the senior officer thereof violates any domestic or international law or commercial regulation on fair competition, or fails to take the appropriate and necessary preventive measures to this end,
 - f) the suspicion of corruption or bribery arises against the Seller, his senior officer, employee, agent or subcontractor, or a member of the Seller with a qualified influence or the senior officer thereof,
 - g) a conflict of interests arises between the Seller, his senior officer, employee, agent or subcontractor, or a member of the Seller with a qualified influence or the senior officer thereof and the Buyer or the E.ON Group, and the Seller fails to report and eliminate such conflict of interest.

- 13.6. The Seller hereby declares during the signing of the Contract the conditions stipulated by Points 13.4. f) and g), together with Point 13.5. do not apply. The Seller shall forthwith notify the Buyer of any changes thereof.
- 13.7. Furthermore, the Buyer shall be entitled to terminate the Contract without justification with a 30-day-period of notice. The Seller shall not be entitled to terminate the Contract with notice.
- 13.8. Notwithstanding the stipulations of Point 13.5 of these Terms and Conditions, in the case of a Contract concluded as a result of a public procurement procedure neither of the Contracting Parties shall be entitled to terminate the Contract with notice.
- 13.9. The Parties shall be entitled to terminate the Contract at any time by mutual consent, in writing.
- 13.10. In case the Contract is terminated due to any reason whatsoever, the Contracting Parties shall settle accounts with each other, and the Buyer shall pay the purchase price of the delivered and accepted products to the Seller.
- 13.11. The Contract shall only be amended in writing and duly signed by the Contracting Parties. In the case the Contract is modified, the regulations governing the conclusion of the contract shall be applied by the Parties. Amending the Contract verbally by implication shall be deemed to be invalid. In the case of a contract concluded as a result of a public procurement procedure the stipulations of Section 141 of the Kbt. shall be taken into account.

14. The contributors of the Seller (including subcontractors)

- 14.1. The Seller shall be entitled to use the help of Contributors but shall not be entitled to fully perform his contractual obligations solely with such contributors. The Seller shall only employ contributors after having obtained the related written consent of the Buyer.
- 14.2. Notwithstanding Point 14.1 of these Terms and Conditions, in the case of a contract concluded as a result of a public procurement procedure, the Seller shall only employ a contributor (= subcontractor according to the Kbt.) exclusively with taking into account the relevant provisions of the Kbt. In accordance with the stipulations of Article 138 (2) of the Kbt., with the exception set forth in this present Point, the contributors or professionals who were involved in the certification of suitability during the public procurement procedure shall participate in the performance of the Contract. The involvement of such organisations or professionals may only be omitted or may only be replaced with other organisations or professionals (including the cases of succession through transformation, division or merger) if the Seller is able to meet in an equivalent manner –where, on the basis of the data presented for the given suitability criteria in the public procurement procedure, the Buyer as the contracting authority reduced the number of economic operators participating in the procedure –the same suitability criteria without that organisation or professional or with the new organisation or professional as those met by the Seller entering into the public procurement procedure together with the original organisation or professional nominated in the public procurement procedure. During the performance of his contractual duties the Seller shall notify the Buyer of any involvement of any contributor – even those intended to be used instead of the previously indicated contributors – whom the Seller has not named in his bid, and together with the aforementioned notification the Seller shall also declare that the subcontractor intended to be employed by him is not subject to any ground for exclusion laid down in the previous procurement procedure. The person of the contributor may not be modified in cases where the use of a particular contributor constituted a determining circumstance in the evaluation of the tenders submitted during the public procurement procedure in the light of the particular characteristics of the service concerned.
- 14.3. The Seller shall ensure compliance with any and all of his contractual obligations undertaken with respect to the Buyer with every contributor of his.
- 14.4. In case of the Buyer and the Seller or – in the case of involving a contributor –the competent officials of the contributors involved shall agree on the rules of labour protection, in particular with respect to the prevailing rules and regulations together with the additional ones prescribed by the Buyer and shall draw them up in an abbreviated protocol. The aforementioned protocol about the conciliation between Seller and its contributors, or at least a copy thereof shall also be sent to the Buyer.

- 14.5. In the contract to be concluded with the contributor the Seller shall oblige the contributor that for the purpose of presenting to the Buyer the contributor shall deliver
- a) the original certificate issued by the tax authorities less than 30 days ago, which proves that the contributor has no public-law debts,
 - b) the company extract of the contributor issued by the court of registry less than 30 days ago,
 - c) together with – if necessary – the copies of work permits
- to the Seller.
- 14.6. The Seller shall not prevent the contributors from entering into any other performance contracts with the Buyer. In particular, exclusive contracts concluded with third parties are prohibited, which prevent the Buyer or his contributor from obtaining any performance that is necessary for the Buyer or his contributor to complete the Orders submitted by the Buyer.
- 14.7. In case the Seller employs a contributor without having obtained the related preliminary written consent of the Buyer, or fails to perform his obligations regarding the involvement of contributors stipulated by this present point, then the Buyer shall be entitled to request the Seller to forthwith replace the contributor employed contrary to the stipulations of the present Terms and Conditions. Failing to do so the Buyer shall be entitled to terminate the Contract without notice.
- 14.8. The Seller shall assume responsibility for the conduct of the rightfully employed contributor just as if he himself had carried out the activities of such a contributor. In case of illegally employing a contributor, the Seller shall also assume responsibility for any damage that would not have occurred without the employment of such a contributor.
- 14.9. The Seller shall ensure that contributor does not pass on the services delivered to him, except in case the contributor has obtained the related, preliminary written consent of the Buyer.
- 14.10. The Seller shall not employ the employees of the Buyer during the term of the Contract and the following year, except in case the Seller has obtained the related, preliminary written consent of the Buyer.
- 14.11. During the performance of the Contract the Seller may only employ the employees of the Buyer with the knowledge and prior written consent of the Buyer and in compliance with the Buyer's related conditions.
- 14.12. The Buyer is entitled to request a change in the scope of persons participating in the performance, and the Seller shall, at his own expense, promptly replace the person in question to a suitably qualified, able and attentive person without prejudice to the course of performance.

15. Force majeure

- 15.1. Neither of the Parties shall be liable for the non-performance of their obligations stipulated by the Contract if the breach of contract was caused by an unforeseeable circumstance outside the scope of their control and the Contracting Parties could not have been expected to avoid or eliminate such circumstances ("force majeure"). Such circumstances are the ones the Contracting Parties are unable to affect, e.g. natural disasters, earthquakes, fires, epidemics, droughts, frosts, floods, wind storms, lightning strikes; certain social or political events such as war, revolution, insurrection, sabotage, the closing down of traffic routes (airports); measures taken and implemented by the state: export-import bans, foreign exchange restrictions, embargos, boycott; major malfunctions, or radical market changes rendering contractual performance impossible (such as drastic price rises, the extraordinary weakening of the currency in which payment are made), unless the aforementioned circumstances occur by default of the defaulting party for reasons attributable to him.
- 15.2. The Contracting Party reporting the force majeure case shall notify the other Party in writing of the occurrence and certification thereof. The Party affected by the force majeure shall define the obligations being essential to the performance of the Contract in the performance of which the force majeure event is going to impede him. The

notice shall be sent within 14 days of the Party becoming aware of the related force majeure event, or from the date he should have been aware of the circumstances triggering or created it.

- 15.3. The Contracting Parties' obligation to compensate for damages shall continue to exist in this case, within the framework of in which the case the Contracting Party in question shall always do everything in order to reduce the amount of any delay due to force majeure during the performance of the Contract.

16. Confidentiality, privacy, data protection concerning the Contract

- 16.1. The fact of establishing the Contract is public. The Contracting Parties shall manage the Contract in a confidential way and ensure that no third party does get acquainted with it with the addition that the Buyer shall be entitled to acquaint the Contract and its contents with the companies belonging to the same group of companies, in which case the Buyer shall not be deemed to commit an infringement.
- 16.2. Notwithstanding the stipulations of Point 16.1 of these present Terms and Conditions, in the case of a Contract concluded as a result of a public procurement procedure, the contents of the Contract shall be qualified as being of public interest.
- 16.3. In addition to the statutory obligations requiring the performance of public service obligations, the Contracting Parties shall exclusively notify any third party, including the media and any official information, of the content of the Contract and of any facts, circumstances or other information that may arise during the performance after having previously reconciled with the other Contracting Party in writing. This provision shall not apply to the Buyer's owner(s) and affiliated companies or to the information provided by the Contracting Parties under applicable laws.
- 16.4. The Parties shall manage any and all data, plant-related and business events becoming known to them during the performance of the Contract as business secrets, they shall only use it to the extent necessary for the performance of the Contract, and for this purpose they shall have their employees and contributors participating in carrying out the tasks make their related declarations.
The Seller hereby acknowledges that the Customer shall not be in breach of his confidentiality obligation if the Customer provides information in connection with the Contract to his contributor involved in the performance of the Contract (e.g. to a third party providing data processing or administrative services).
- 16.5. In connection with the performance of the Contract, any and all personal or invoicing information, business data information (hereinafter collectively or separately referred to as "Information") related to the Buyer, his customers – disclosed by the Buyer – directly or indirectly coming to the notice of the Seller shall be qualified as confidential information constituting the business secrets of the Buyer. The Seller shall be bound by the obligation of confidentiality with respect to this Information, and shall manage such information as being confidential and protect it from unauthorised access. The term "Information" includes any and all information coming to the notice of the Seller in writing, verbally or in any other form, either directly or indirectly, including, but not limited to, inventions, concepts, ideas, know-how technical descriptions, designs, specifications, drawings, imprints, models, examples, workflows, computer programs, marketing plans, client bases, personal information, and any other technical, financial or business information. The obligation of confidentiality assumed by the Seller shall also cover third parties (fulfilment partners) who have been involved in the performance of the contract. The Seller shall draw the attention of these persons to the obligation of confidentiality stipulated by the contract and shall ensure compliance therewith, which the Seller shall certify upon the related request of the Buyer at any time. Preliminary exemption from the obligation of secrecy concerning any information, and in particular business secrets shall only and exclusively be granted by the authorised representative of the Buyer, and solely in writing. All Information is the property of the Buyer. Upon request the Seller shall return all the Information received on any kind of data carrier to the Buyer, or shall destroy the Information received in such a way. The Seller shall assume both financial and criminal responsibility for any violation of business secrecy which can be proven and attributed against him. Breaching the obligation of secrecy stipulated by this present Point or threat thereof may cause irremediable damage to the Buyer, who may, in addition to the other legal remedies available to him seek judicial redress to prohibit the Seller's conduct infringing the stipulations of this present Point and to have any and all damages reimbursed that can be proved to have incurred as a result of the Seller's conduct.

- 16.6. The obligation of secrecy stipulated by this present Point shall remain binding upon the Contracting Parties with no explicit limitation of time following the termination of the Contract due to any reason whatsoever.
- 16.7. The seller shall manage any and all personal data coming to his notice in accordance with the stipulations of Regulation (EU) 2016/679 of the European Parliament and of The Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as the „GDPR”) in a confidential way. Such personal data shall only be used by the Seller during the performance of the Contract in a purpose-bound way in order to carry out his tasks stipulated by the Contract, to the extent necessary for performance. Seller shall reimburse the Buyer fully for any confirmed damages resulting from the breach of the obligation stipulated in this Point.
- 16.8. The Seller shall process personal data only within the framework of performing his contractual duties and upon the Buyer's instructions given in accordance with the stipulations of the data processing contract concluded with the Buyer. The regulations relating to data processing shall be deemed to be appropriately valid if the Seller controls or maintains the automated procedures or data processing equipment, during which access to personal data cannot be excluded. Based on the separate data processing contract only the Buyer shall be entitled to decide on the permissibility of data processing and the protection of the GDPR-regulated rights of those concerned.
- 16.9. The Seller shall provide adequate data protection during the data processing stipulated by the Contract and the data processing contract to preserve the confidentiality, availability and correctness of the data, and from his side he shall ensure compliance with the necessary technical and organisational security measures stipulated by the GDPR.
- 16.10. The Buyer shall be entitled to monitor the processing of data according to the instructions given by him and to check compliance with the technical and organisational measures taken in order to protect the data at all times. The Seller shall provide the information required to verify the order and provide the necessary rights to access and consult such data. In specific cases the Buyer shall be entitled to stipulate further technical and organisational provisions for the sake of data protection.
- 16.11. Access to employee and customer data is permitted only insofar as it is strictly necessary for the performance of the Contract.
- 16.12. Following the termination of the Contract for any reason, the Seller may only store or retain personal data provided to him in a format other than to one provided to him if such long-term storage is required by law or the Contract. Otherwise, the Seller shall hand over the documents containing personal data to the Buyer or, in agreement with the Buyer, destroy them in accordance with the data protection considerations.
- 16.13. The Seller acknowledges that the Buyer shall be entitled to share data and information in connection with the Contract and/or the performance thereof with the companies belonging to the E.ON Group, in which case the Buyer does not commit a breach of contract, or any infringement based on any other grounds.

17. UN „Global Compact” and EU-regulations for the prosecution of terrorism

- 17.1. Within the framework of corporate activities, the Buyer attaches a prominent role to corporate social responsibility and therefore participates in the "United Nations Global Compact" initiative. This initiative is based on ten fundamental principles making globalisation being more socially sensitive and more environmentally conscious, while preventing corruption.
The information report entitled „E.ON Responsible acquisition corporate strategy” refers to the principles of the United Nations’ Global Compact and can be accessed at <https://www.eon.hu/hu/lablec/bezallitoi-informaciok/szallitomenedzsmen.html> on the intranet. The Seller undertakes to take these principles into account.
- 17.2. Within the meaning of Regulations No. 881/2002 (EC) and 2580/2001 (EC) of the Council of the European Union, a provision to combat terrorism has been introduced that prohibits the direct or indirect provision of money or

resources to certain natural or legal persons, groups or entities. Seller agrees to take this ban into account and verify that the names of its employees and associates are not the same as the names of natural or legal persons, groups or organisations listed on the lists published as attachments to these Regulations. In case of identity of names, the contract shall not be concluded with such persons, groups or organisations.

18. The investigatory power of the Buyer

- 18.1. The Seller undertakes not to engage in (or previously having been engaged in) any coercive, concerted, corrupt or deceptive (fraudulent) conduct that may result in competition and / or criminal consequences (hereinafter collectively referred to as "prohibited conduct"), does not participate (and has not participated in the past, either) in such a conduct. The Buyer (without prejudice to other redress and remedies available in the event of a breach of contract) shall be entitled to terminate this contract in writing without notice if he considers that the Seller is engaged in or has been engaged in such a prohibited conduct.
- 18.2. The Buyer, including the internal auditors and experts of the Buyer (particularly, but not exclusively the Compliance Officer and the Main Auditor of the Abuse Investigation Field) shall be entitled to conduct an investigation concerning the Contract and the performance thereof, or concerning those contributing to the performance thereof at the Seller. The Seller – at no additional cost – shall provide the following to the Buyer and/or his internal auditors and experts (particularly, but not exclusively the Compliance Officer and the Main Auditor of the Abuse Investigation Field):
- i. access to any and all location where / from where the Service is provided, including the possibility to consult the documents and books being in connection with the provision of the service, or
 - ii. the availabilities of the executive officers, personnel and the Salespersons co-operating in the provision of the Service in order to enable the Buyer and/or his internal auditors and experts (particularly, but not exclusively the Compliance Officer and the Main Auditor of the Abuse Investigation Field) to properly conduct the audit concerning the operation of the Seller (related to the provision of the Service).
- 18.3. The purpose of the audit to be conducted by the buyer is to
- i. prove that the invoices issued in connection with the services provided by the Seller to the Buyer are correct;
 - ii. the Seller takes any and all reasonable and reasonable measures to control the personal and financial resources provided by the Buyer and to use them only to the most necessary extent possible
 - iii. the Seller provides the services in a contractual manner and performs his contractual obligations;
 - iv. the Seller is not engaged in any prohibited activity and does not participate in any such conduct.
- 18.4. Before exercising his rights to conduct his investigatory powers the Buyer shall strive to notify the Seller thereof in writing, except in case such preliminary notification could jeopardise the effectiveness of the investigation. As far as possible, the investigation shall be conducted during the normal operating hours of the Seller.
- 18.5. When conducting any investigation, the Seller shall provide access to any and all records related to the Services and the provision thereof, together with all the information available in this regard.
- 18.6. The Seller, as an exception, may refuse to provide such access in the following cases:
- i. any protected information, or in connection with other clients of the Seller or third persons
 - ii. any other confidential information not directly related to the provision of the service.

19. Other provisions

- 19.1. If the contents of the GTC or the content of any other non-negotiated condition of the Contract cannot be clearly established by applying the provisions relating to the interpretation of the laws and regulations concerning the interpretation of the legal act, then the Contracting Parties shall adopt the interpretation being more favourable to the Party applying the condition in question. If any provision of the Contract becomes invalid, this shall not affect the validity of the remaining provisions of the Contract, unless the Parties would not have concluded the Contract without this provision.
- 19.2. In addition to traditional correspondence, the Contracting Parties shall also keep the contact by fax or electronic means for the purpose of exchanging information. Documents sent by fax shall be deemed to have been sent if the

Contracting Parties sent the telefax message to the telephone number indicated in the Contract and has been certified by the relevant "transmission report". Documents sent electronically (e-mail) shall be deemed to have been sent if the Parties have sent them to the e-mail address indicated in the Contract and the recipient has verified reading the message or documentation sent thereto. During the performance of the Contract, communication between the Contracting Parties shall be carried out only by the contact persons specified in the Contract. The powers of such contact persons shall not cover the amendment of the Contract.

- 19.3. The Buyer shall be entitled to assign his rights and obligations arising from the Contract to members of the E.ON Hungária Group or to a third party. The members of the E.ON Hungária Group shall be entitled to combine the claim covered by the assignment and the other debts owed to the Seller.
- 19.4. The Seller shall only be entitled to assign his rights or obligations arising from the Contract to a third party in case of having obtained the prior consent of the Buyer.
- 19.5. Delay in enforcing or failure to enforce any right stipulated by the Contract shall not constitute a waiver of the right to enforce such rights, or the partial or exclusive enforcement of a right shall not preclude the enforcement of the other or remaining rights.
- 19.6. Using the brand name or logo „E.ON”, or „E.ON/Network” related to the Buyer by third parties (e.g. within the framework of co-operations, co-branding, etc.) requires obtaining the preliminary consent of „E.ON Hungária Zrt.”.
- 19.7. The Seller shall assign to the Buyer the right to use the intellectual property (documents, results, designing and other documentation, computer programs, etc.) that are created or passed on according to the Buyer's personal requirements, relating to the disclosure, duplication and practical implementation thereof (hereinafter referred to as the "Rights of Use"). The assignment of the Rights of Use concerning time, space, purpose, scope and manner shall be unlimited and irrevocable. The Rights of Use shall include the right to unrestricted assignment and adaptation to and for the purposes of third parties, including, but not limited to, E.ON Group companies.
- 19.8. The Buyer – subject to the obligation of secrecy – shall be entitled to use any and all general knowledge, methods and concepts acquired during the performance of the Contract.
- 19.9. Any copyright material or any other intellectual work prepared by the Seller Prior to the conclusion of or outside the framework of the Contract shall remain the property of the Seller. The Buyer shall obtain a non-exclusive, non-transferable, non-limiting right of use of such copyright material or intellectual works for his own internal use for the purpose they were delivered to him.
- 19.10. Furthermore, the Seller guarantees that the rights of use stipulated by this present Point shall also cover the copyright materials or intellectual works developed and prepared by his contributors during the performance of the Contract, and for this purpose, the Seller shall guarantee to conclude contracts with his contributors that expressly provide the Buyer's rights of use equivalent to the contents of this present Point.
- 19.11. Public use of the reference (e.g. in press or marketing materials, websites, etc.) shall be subject to the preliminary written consent of the Buyer. After having obtained the related preliminary written consent of the Buyer the Seller shall be entitled to use the results of his activities as reference in a format previously agreed with the Buyer in such a way that is without prejudice to the interests of the Buyer or those of the E.ON Group. After having obtained the related preliminary written consent of the Buyer the Seller shall also be entitled to indicate the Buyer's name on his list of references in a format previously agreed with the Buyer. In the event of non-compliance with the stipulations of this Point, the Seller shall immediately remove the disputed communication at the Buyer's request and the Buyer shall be entitled to claim compensation for damages. The Buyer shall issue references required for participation in public procurement procedures without limitation.
- 19.12. The Buyer hereby notifies the Seller of the fact that E.ON Gazdasági Szolgáltató Kft. – based on the ad hoc contracts of agency concluded with the Company– shall be entitled to sign the Contract in the name and on behalf of the Buyer.

- 19.13. This present Contract shall be governed by the related provisions of the Hungarian law, in particular those of the Civil Code of Hungary. The Contracting Parties expressly exclude the application of the United Nations Convention on The Standards of Private International Law and on Contracts for the International Sale of Goods adopted on April 11, 1980. The clauses customary in commercial transactions shall be interpreted in accordance with the prevailing Incoterms (ICC, Paris).
- 19.14. The Contracting Parties hereby agree that they shall primarily strive to settle their occurrent disputes arising out of the Contract by way of negotiations, preferably out of court.
- 19.15. The Contract concluded by and between the Contracting Parties includes all the terms and conditions of the agreement, therefore any and all previous arrangements not included in the written agreement shall be terminated upon signing the Contract. In connection with the contractual performance or in case of dispute the previous statements of the Contracting Parties may be taken into account during the interpretation of certain provisions of the Contract.