

# The General Terms and Conditions of Contract of the E.ON Hungária Group Contract for Services Date of entry into force: July 1<sup>st</sup>, 2020

## 1. Validity of the Customer's General Terms and Conditions

- 1.1. The present General Terms and Conditions (hereinafter referred to as the „**Terms and Conditions**”) shall be applied to any contract and framework contract concluded with the subject matter of the performance or provision of any assignment-type tasks (hereinafter referred to collectively as the: „**Contract**”), and to the specific contracts concluded within the framework of the framework contract („**Specific Contract**”), which the Company, as a member company of the E.ON Hungária Group, as the Customer (hereinafter referred to as the „**Customer**”) concludes with the Service Provider (hereinafter referred to as the „**Provider**”), in which the task constituting the subject matter of the Contract is determined in a detailed way.
- 1.2. During the performance of the contract the Contracting Parties explicitly exclude the application of the Provider'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 Customer has made the contents of these present Terms and Conditions to the Provider 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 Customer (“Order”). The prevailing contents of the Terms and Conditions shall be accessible for the Provider 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 Contracting Parties in case the Contracting Party concerned approves them in writing to the other Contracting Party. 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 Provider. 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 Provider or when the Specific Contract is signed by the Provider or the Contracting Parties. By signing the Order Acknowledgement form the Provider accepts the Order/Specific Contract and the present Terms and Conditions without modification. The Provider shall return the Order Acknowledgement form and the Specific Contract to the Customer 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 Customer within 5 (five) days following the receipt thereof. The Specific Contract shall be deemed to be concluded when the Customer receives the Order Acknowledgement form or the Specific Contract sent by the Provider via fax or as an attachment of an electronic mail (e-mail). In case the Provider 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 Customer shall not accept the performance of the task.

- 2.4. The Contract, the Order or the Specific Contract shall be deemed to be duly signed by the Customer in case the Customer 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 performance of the task stipulated by the Contract, or, in the case of a framework contract by the Order or the Specific Contract, and the acceptance thereof by the Customer.
- 3.2. Based on the Contract the Provider undertakes the obligation to perform the task ordered by the Customer in accordance with the terms and conditions of the Contract for the Customer (together with the provision on any and all occurrently related services), and the Customer shall undertake the obligation to pay the service fee to the Provider.
- 3.3. If the parties stipulate the extent of the quantitative difference by which the Provider can perform more or less than the amount stipulated in the Contract, then the Customer shall pay a service fee corresponding to the extent (amount) of the actually performed task.
- 3.4. In case of concluding a framework contract the Provider shall acknowledge and accept the fact that the Customer 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 Customer, and shall not mean an obligation to accept for the Customer. 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 Customer shall order in a quantity of the basic quantity minus the quantitative difference, and the Customer shall be entitled to order in the amount of the optional quantity during the term of the Contract.

### **4. Obligations of the Contracting Parties**

- 4.1. The Customer shall provide the information required to perform the Contract the Provider in due time. If the Provider requests additional data required for the performance of the Contract, the Customer shall provide the requested data within 5 (five) business days following the receipt of the Provider'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 Customer's place of business, then the Customer shall make the place of performance available to the Provider in a condition suitable for work. The Provider shall be entitled to refuse starting contractual performance until the Customer complies with this obligation. The right to access the place of performance shall not be solely the Provider's.
- 4.3. The Customer shall be entitled to inspect the performance carried out by the Provider.
- 4.4. The Provider shall not be exempted from liability in case the Customer fails to, or inadequately performs any inspection.

- 4.5. The Customer shall be entitled to give instructions to the Provider. The Provider shall only be entitled to deviate from the instructions of the Customer if it is vital for the protection of the Customer's interests and is no longer possible to notify the Customer thereof in advance. In such a case, the Customer shall be forthwith notified.
- 4.6. If the Customer gives an impractical or unprofessional instruction, then the Provider shall notify him thereof. In case the Customer maintains such instructions despite the related notification, then the Provider shall be entitled to withdraw from or terminate the Contract, or perform the task according to the Customer's instructions at the Customer's risk. The Provider shall refuse to comply with such instructions in case the performance thereof would result in the violation of a legal provision or a decision of the related authority, or would endanger others or their property.
- 4.7. The Customer – unless otherwise agreed in writing – shall not reimburse the costs incurred in connection with carrying out such instructions.
- 4.8. The Provider shall not stipulate the provision of security as a condition of carrying out the instructions-
- 4.9. Unless otherwise agreed in writing the Provider shall transport and provide the machinery and equipment being appropriate to provide the related contractual service(s) required for the performance of the task at his own expense.
- 4.10. During the performance of the Contract the Provider 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 – also having regard to the stipulations of Points 4.5 and 4.6 –, together with the related regulations of the work schedule, accident prevention and operational requirements of the Customer and the provisions of the generally recognised safety and health regulations.
- 4.11. The Provider shall forthwith notify the Customer (upon the request of the Customer, or, if necessary, even without such request) of his activities and the level of completeness of the contractual task (of the certain stages of performing thereof). The Provider shall inform the Customer in case engaging the services of a contributor has become necessary, or in case the new circumstances that have arisen justify the modification of the instructions.
- 4.12. The Provider shall forthwith notify the Customer of performing the assignment. The Seller shall be liable for damages arising from failure of notification.
- 4.13. The Provider 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 Customer.
- 4.14. During the term of the Contract the Provider shall notify the Customer of any and all changes affecting the organisational form or financial solvency (bankruptcy, winding-up procedure) of the Provider, 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 Provider, 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 Customer during the entire period of performing the contractual obligations, and the Provider shall forthwith notify the Customer of the transactions in accordance with the stipulations of Article 143 (3) of the Kbt.

The Provider shall forthwith notify the Customer 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 Provider exceeding 25%, or
- b) the Provider 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 Customer 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.

- 4.15. The Provider 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 Customer's equipment and devices.
- 4.16. The Provider shall perform the contractual task with all reasonable care and expertise, and exercise supervision and control over the items and equipment being used, the applied methods and technologies, the selected processes, and the co-ordination and carrying out every detail of the task.
- 4.17. While providing his contractual obligations the Provider shall provide trained and experienced executives and managers with the necessary authority, as well as skilled and unskilled employees necessary for the Provider to provide his obligations under this Contract in an appropriate and timely manner.
- 4.18. During the performance of the assignment, the Provider shall from time to time clean up and remove any and all excess materials and litter from the working area. After finishing performance, the Provider shall remove any and all of his work equipment. The entire working areas and every working place shall be left in a clean and orderly condition.
- 4.19. The Provider shall provide any and all opportunity for the Customer to examine, evaluate and verify the procedure of the performance. The Provider shall ensure that the Customer is able check the Provider's activity, the level, efficiency and effectiveness of the Provider's performance, and the continuous existence of the conditions required for the pre-qualification process at any time.
- 4.20. The Provider shall assume responsibility for the appropriateness and suitability of the machinery, equipment insured by the Provider and used in the work area. In this respect the Provider shall also be responsible for the existence of the required quality and safety certificates and for the delivery thereof to the Customer.
- 4.21. 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 Provider. The Provider shall be entitled for early delivery if the Customer has given his prior written consent thereto.
- 5.2. If the Provider 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 Customer of the reason and expected time period of the occurrent delay. The Provider then shall take any and all measures to speed up the progress and ensures compliance with the time limit. The Provider shall not be entitled for any special remuneration whatsoever in exchange for taking such measures.

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

- 6.1. The result of the contractual task shall comply with the stipulations of the relevant standards and safety requirements.
- 6.2. The Service Provider shall notify the Customer of the performance of the task in writing, and the Customer shall notify the Service Provider whether the aforementioned performance is accepted in a separate message and in writing.

## **7. Payment of the service fee, invoicing**

- 7.1. The service fee to be paid to the Provider for the performance of the Contract shall be determined in the Contract and in the Specific Contract.



- 7.2. Except for the value-added tax (VAT) the service fee includes any and all tax, customs duty, levy, obligation to pay contributions, insurance fees related to the performance of the task constituting the subject matter of the Contract and the provision of the related service(s) (until the date of delivery), the costs arising in connection with the quality/warranty obligations, the costs of validation, the costs of the required certificates, descriptions, product fiches and the translation thereof into Hungarian, that is any and all costs pertaining to completeness and the intended flawless performance, 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 Provider shall issue the invoice to the name and registered office of the Customer 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 Customer certifying the acceptance of the performance, or a copy thereof 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\_\_\_\_\_), or in case no such number is available, then the name of the Customer's professional contact person.
- 7.5. The Provider 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 Points 7.4, 7.6 of the present Terms and Conditions are not complied with, then the Customer shall be entitled to return the invoice without settling it. The Customer 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 Provider shall not be entitled to claim any default interest due to an occurrent late payment. The payment of the service fee takes place by wire transfer against the invoice issued based on the performance and accepted by the Customer 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 Provider 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 Provider shall ensure that the provisions of this present Point are applied in terms of the payment deadline indicated on the invoice.
- 7.9. The Provider shall acknowledge that the payment performed via settlement between bank accounts shall be deemed to be completed on the date the Customer's bank account 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 Provider 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 Provider.
- 7.11. In case the Provider performing the Contract concluded as a result of a public procurement procedure has his fiscal domicile in a foreign country, then such Provider, in accordance with the stipulations of Article 136 (2) of the Kbt. shall attach to the contract an authorisation stating that data concerning the Provider may be acquired by the Hungarian National Tax and Customs Authority directly from the competent tax authority of the Provider's fiscal domicile, without using cross border legal assistance.

**8. Compliance and date of the performance, acceptance by the Customer, bearing of costs and liabilities for damages**



- 8.1. The Provider shall be deemed to have been performed properly if he performed his contractual obligations in accordance with the stipulations thereof, delivered the documentation related to the performance of the task, which has been fully taken over by the Customer. Documents attesting performance: in the case of delivery and acceptance at the delivery address, the Customer's written confirmation of accepting the performed task. The Provider shall deliver at least the following documents to the Customer: documentations, protocols (declarations, plans, measurement protocols, parameter lists, configuration drawings, etc.) related to the task.
- 8.2. The date of performance shall be the date on which the Provider – in a way accepted by the Customer – fully performs his contractual obligations towards the Customer.
- 8.3. The Buyer shall be deemed to have been performed properly if he accepts the tasks and the related service(s) performed in a contractual way, and paid the service fee to the Provider in accordance with the stipulations of the Contract.

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

- 9.1. Upon detecting faulty performance the Customer shall forthwith notify the Provider thereof, indicating the list of defective performances and any errors that may have occurred during performance.
- 9.2. The Seller shall forthwith repair the task performed in a defective way at his own expense in accordance with the related notification of the Customer while keeping in mind the Customer's interests.
- 9.3. As compared to the provisions set forth in Point 9.2. the Customer, at his discretion, may request the proportional reduction of the service fee, or may repair the defect himself at the expense of the Provider, or have the defect repaired by a third party, or shall be entitled to withdraw from the Contract (or the Specific Contract) in case carrying out the replacement, or repair is impossible, the Customer has refused to carry out the necessary repairing or replacement, and the Provider cannot fulfil this obligation – considering the features and functions of the goods to be reasonably expected by the Customer – within a reasonable time limit and keeping the Customer's interests in mind, or in case the Customer's interest in repairing has ceased to exist.
- 9.4. In case of the Provider's defective or faulty performance the Customer shall be entitled to enforce the payment of contractual penalty against the Provider in accordance with the stipulations of Point 10 below.
- 9.5. In case the Provider is unable to comply with the deadline for performance, then he shall notify the Customer in writing thereof at least 3 (three) days before the expiration of that deadline with indicating the related reasons.
- 9.6. If the Provider, 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 Customer 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 Customer shall be entitled to determine the additional time limit for performance at his own discretion.
- 9.7. In case the Customer provides an additional time limit for performance in writing, then the Provider shall not be deemed to be in default in the case of performing until the expiry of the additional time limit. In case the Customer fails to provide an additional time limit in writing, then the Provider shall perform his contractual obligations until the original time limit with the addition that the Provider shall be in default in case the time limit expires, and the legal consequences due to the Provider's delay become applicable. In case the Provider 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 Provider's delay become applicable.
- 9.8. If it becomes apparent before the expiration of the time limit for performance that the Provider is only able to perform his contractual obligations with a considerable delay, due to which Customer is no longer interested in maintaining the Contract, or if the amount of contractual penalty due to delay has reached its maximum, the Customer 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 he shall be entitled to have the task performed by a third party. The Customer shall be entitled to enforce the difference in the amount of service fee against the Provider as compensation for damages to be paid for occurrent damages that may arise in addition to the contractual penalty.

- 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 Provider shall undertake warranty for a period of time specified in the Contract or in the Specific Contract for the task performed by him, 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 Provider shall be liable for any defective performance, that is, any defects detected in the performance of the task, 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 Customer and the Provider.
- 9.13. Warranty primarily means replacement warranty, i.e. the Provider shall, within a reasonable time during the warranty period shall – taking the features and intended purpose of the goods to be reasonably expected by the entitled person into account – primarily repair any defective performance within a reasonable time and keeping the Customer's interests in mind. If, for any reason, such repair is not possible or cannot be executed within a reasonable time, the Provider shall – taking the features and intended purpose of the task to be reasonably expected by the Customer into account – shall have the defective performance repaired, taking into account and protecting the Customer's interests within a reasonable time limit determined by the Customer.
- 9.14. In case of receiving a verifiable related notification the Provider 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 Customer 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 Provider without any consequent infringement of any other contractual rights of the Customer against the Provider. In case the Provider fails to perform his warranty obligations in accordance with the stipulations of Contract, then the Customer – following the submission of a related, preliminary written notification – shall be entitled to withdraw from the contract, to have the task carried out by a third party and to claim the resulting difference in the amount of the service fee by way of damages.
- 9.15. The Customer shall be entitled to enforce his warranty claim at the place of performance, and the Provider shall also perform it there.
- 9.16. A new warranty period shall start again for the repaired result.
- 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 Provider shall bear any and all certified costs incurred in connection with the Customer's warranty claim (delivery, replacement, etc.) that may be attributed to the defective performance.
- 9.19. The Provider is liable for damages arising from non-compliance with or non-performance of the warranty obligation.
- 9.20. The Provider shall also assume a warranty in accordance with the stipulations of the prevailing laws and regulations in respect of the task performed by him and the provision of the related, performed service (s).
- 9.21. In case the Provider shall provide a performance bond, the amount and duration thereof, the time limit and period of the obligation to provide thereof shall be stipulated 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 repairing the performance error. The performance bond is intended to ensure the warranty obligations and in case the Provider fails to perform his contractual obligations related to the warranty

obligations stipulated by the Contract the Customer shall be entitled to enforce the performance bond even if the Provider objects to it.

- 9.22. The performance bond may be performed by: (i) payment to the customer'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 Provider. The Provider 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 Provider shall provide the performance bond to the Customer 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 Provider shall replenish the amount of the performance bond to the original amount within 5 (five) days following the usage thereof. In case the Provider fails to perform his obligation to replenish, then the Customer 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 Provider 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 Provider within 30 days following the expiration of the term of the performance bond. The Customer shall not pay any interest to the Provider on the deposit. If the performance bond secured by way of the restitution is not fully or partially enforced, upon the expiration thereof the Provider shall send the certificate of performance mutually signed by both the Customer and the Provider to the invoicing address of the Customer, and the Customer shall wire-transfer the unused amount of such retention to the Provider within 30 days following the expiration of the performance bond.
- 9.25. If, during the period of providing the performance bond the Customer finds a performance error, he shall notify the Provider thereof in writing. If the Provider 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 Customer shall be entitled to have the performance error corrected by a third party as well, and cover the expenses thereof from the performance bond.
- 9.26. The Customer 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 Provider's non-contractual performance from the performance bond. If the amount of the contractual penalty, expenses, or other damages attributable to the Provider's non-contractual performance exceeds the amount of the performance bond, then the Provider shall also pay the amount in excess to the Customer in accordance with the stipulations of the Contract.
- 9.27. In case the Provider 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 Customer 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 Provider fails to perform his contractual warranty obligations, the Customer shall be entitled to enforce the bank guarantee if the Provider 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 Customer. The issuing bank shall be approved in advance by the Customer,
  - d) In case the bank guarantee is not enforced, then following the expiry thereof the Customer shall return it to the Provider upon the related request of the latter.

## **10. Contractual penalty, compensation for damages**



- 10.1. The Provider acknowledges that if for any reason whatsoever attributable to him he breaches the Contract, he shall pay a fine (contractual penalty) for it. The Provider shall pay contractual penalty in the case of delayed or failed performance. The Customer shall be entitled to claim compensation for damages and to enforce other claims exceeding the amount of the contractual penalty.
- 10.2. The Customer, at his own discretion, shall be entitled to
- a) deduct the amount of the incurred contractual penalty from the invoice/payment claim of the Provider,
  - 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 Provider shall acknowledge within 8 days (any failure to acknowledge shall not render the Customer's claim for contractual penalty unfounded, and the payment deadline also remains unchanged), or 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 Provider 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 Provider fails to comply with the time limit(s) stipulated for contractual performance due to reasons attributable to the Provider, then the Provider 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 a reason within the scope of responsibilities of the Provider (e.g. the Provider refuses to perform the Contract or his contractual warranty obligations, or the Customer exercises his contractual rights to withdraw from or terminate the Contract without notice), then the Customer shall be entitled to claim cancellation penalty.
- 10.6. In the event of withdrawal from, or termination of the Contract by the Customer, the counter-value of the qualitatively and quantitatively received partial deliveries shall be enjoyed by the Provider, and shall be paid by the Customer 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 performance affected by the cancellation.
- 10.8. In case of defective performance of the Provider the Provider shall pay contractual penalty the amount of which shall be 20 (twenty) % of the net contract price affected by the defective performance.
- 10.9. In case of defective performance of the Provider the Provider shall perform his contractual warranty and guarantee obligations.

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

- 11.1. If the Provider, during the performance of his contractual obligations, performs in whole or in part at the place of work of the Customer or the group of companies of the Customer, 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 Customer shall not assume any responsibility in case of failure thereof. On the territory and devices of the Customer only those employees and contributors of the Provider approved by the Customer shall be entitled to work. The employees or contributors of the Provider 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 Customer – not be allowed to be employed further on the territory and equipment of the Customer.

- 11.2. The Provider shall forthwith notify the Customer of any and all accidents at work that occurred in connection with the performance of the Contract affecting the Provider or any other person co-operating in the performance. Investigating accidents at work and establishing liability shall be carried out by the Provider.
- 11.3. The Provider undertakes the obligation to exclusively employ employees/contributors who are qualified to perform the contractual task by the relevant medico-sanitary inspection.
- 11.4. The Provider 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 Provider, the Provider 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 Provider, the Provider shall forthwith notify the Customer thereof. It is mandatory in these cases to notify the Customer 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 Customer's environmental expert.
- 11.6. During the performance of his contractual obligations the Provider shall comply with and ensure compliance also with his contributors the following regulations concerning the work performed by foreigners in the Customer'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 Provider 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 Provider acknowledges that prior to the conclusion of the Contract the Customer has made available the substantial contents and excerpt of the regulations stipulated by this present Point.

## **12. Liability, liability insurance**

- 12.1. The Provider shall be liable for any damages caused by him by his contributor caused to the Customer or any third person in connection with the performance of the Contract. The Provider, 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 Customer thereby incurs any damage whatsoever.
- 12.2. In case the Provider, during the performance of his contractual obligations damages a public utility or facility, then he shall restore it at his own expense. The Provider shall also notify the representative of the Customer of the fact of such damage.
- 12.3. If the Provider 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 Customer, then the Provider shall fully exempt the Customer 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 Provider shall also cover the costs incurred by the Customer in connection with the claim for damages.
- 12.4. The Customer shall forward any and all claims to the Provider 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 Customer. If the Provider fails to certify the comprehensive settlement of the claim with the appropriate documents, the Customer 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 Customer from the subsequent invoice to be issued by the Provider, or to enforce the total amount thereof against the Provider in another way.

- 12.5. The Provider shall enter into litigation on the Customer's behalf in any litigation initiated by a third party against the Customer according to the aforementioned ways.
- 12.6. The Provider hereby declares and warrants that for the entire term of the Contract – including the warranty and guarantee period – the Product has liability insurance and that he shall not enforce any costs related to any occurrent insurance damage towards the Customer. 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 Provider shall be governed by the general provisions of the Ptk.
- 12.8. The Provider hereby expressly waives - within the scope permitted by law – to enforce any and all compensation or other claims against the executive officers of the Customer in connection with the Contract. The Customer's senior officers shall be entitled to directly refer to this limitation of liability.
- 12.9. The Provider 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 Customer's executive officers. The Customer's executive officers may directly refer to this limitation of liability.

### **13. Termination or amendment of the Contract**

- 13.1. The Customer shall be entitled to withdraw from the unperformed part of the Contract without reasoning before the performance of the Provider is offered, but the Contracting Parties shall settle accounts with each other and the Customer shall not refuse to accept and pay for such assignments.
- 13.2. The Customer shall be entitled to terminate the Contract or in the case of a Framework Contract from the SAP Order if, prior to the performance of the contractual task, it has become apparent that the Provider can only deliver the good(s) with such a considerable that the Customer 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 Customer shall be entitled to terminate the Contract without notice in the following cases as well:
  - a) if the Provider shall perform the Contract in instalments and has already offered to perform a part of the contractual task, then the Customer shall be entitled to terminate the Contract concerning the tasks not yet offered for performance;
  - b) the Provider seriously or repeatedly breaches the stipulations of the Contract;
  - c) the Provider 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 Provider has not undertaken to repair the defective performance, or failed to eliminate the performance error within a reasonable time limit, and failed to perform his contractual

obligations without causing disadvantage to the Customer concerning the features of the goods and their function reasonably expected by the Customer.

- e) the Provider continuously fails to comply with the conditions stipulated during the prequalification process;
- f) the Provider engages in a conduct that infringes or jeopardises the rightful interests and reputation of the Customer or the companies of the Customer'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 Provider'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 Customer, or to the close relatives of those persons;
- h) the Provider fails to perform his contractual obligations stipulated by Point 15 of these present Terms and Conditions concerning the involvement of contributors or the employment of the Customer's employees; or
- i) a contributor of the Provider certifies the occurrence of any of the aforementioned cases.

13.5. The Customer shall also be entitled to terminate the Contract without notice in case

- a) criminal proceedings are initiated against the Provider, his senior officer or a member of the Provider with a qualified influence or the senior officer thereof, or a criminal suspicion arises against the Provider,
- b) there are grounds for exclusion against the Provider, his senior officer or a member of the Provider with a qualified influence or the senior officer thereof stipulated by Act CLXIII of 2015 on Public Procurement,
- c) the Provider, his senior officer, employee, agent or subcontractor provides false information during the performance or conclusion of the Contract,
- d) the Provider, his senior officer or a member of the Provider with a qualified influence or the senior officer thereof engages in unsound business practices being incompatible with the objectives of the Customer or those of the E.ON Group,
- e) the Provider, his senior officer, employee, agent or subcontractor, or a member of the Provider 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 Provider, his senior officer, employee, agent or subcontractor, or a member of the Provider with a qualified influence or the senior officer thereof,
- g) a conflict of interests arises between the Provider, his senior officer, employee, agent or subcontractor, or a member of the Provider with a qualified influence or the senior officer thereof and the Customer or the E.ON Group, and the Provider fails to report and eliminate such conflict of interest.

13.6. The Provider 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 Provider shall forthwith notify the Customer of any changes thereof.

13.7. Furthermore, the Customer shall be entitled to terminate the Contract without justification with a 30-day-period of notice. In case the Contract is terminated by the Customer, then the Customer shall not compensate for any damages caused to the Provider by such termination.

13.8. In case the Provider terminates the Contract at an inconvenient time, then the Provider shall compensate for any damages caused to the Customer by such termination, except in case such termination occurred due to the breach of contract by the Customer.

13.9. Notwithstanding the stipulations of Points 13.1 and 13.2 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.

13.10. In the case of a permanent contract of engagement the Contracting Parties agree on restricting the right to terminate the Contract in such a way that the Provider shall not be entitled to exercise his right to terminate. In the case of a permanent contract of engagement the Contracting Parties also agree that neither of the Contracting Parties shall be entitled to terminate the Contract with notice in case the Provider certified and offered the performance (completion) of the contractual task to the Customer in writing.

13.11. The Parties shall be entitled to terminate the Contract at any time by mutual consent, in writing.

13.12. In case the Contract is terminated due to any reason whatsoever, the Contracting Parties shall settle accounts with each other, and the Customer shall pay the remaining, proportional amount of the service fee to the Provider.



13.13. 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 Provider**

14.1. The Provider 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 Provider shall only employ contributors after having obtained the related written consent of the Customer.

14.2. In the case of a contract concluded as a result of a public procurement procedure, the Provider 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 Provider 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 Customer 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 Provider 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 Provider shall notify the Customer of any involvement of any contributor – even those intended to be used instead of the previously indicated contributors – whom the Provider has not named in his bid, and together with the aforementioned notification the Provider 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 shall 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 contractual task concerned.

14.3. The Provider shall ensure compliance with any and all of his contractual obligations undertaken with respect to the Customer with every contributor of his.

14.4. In case of the Customer and the Provider 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 Customer and shall draw them up in an abbreviated protocol. The aforementioned protocol about the conciliation between Provider and its contributors, or at least a copy thereof shall also be sent to the Customer.

14.5. In the contract to be concluded with the contributor the Provider shall oblige the contributor that for the purpose of presenting to the Customer 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 Provider.

14.6. The Provider shall not prevent the contributors from entering into any other performance contracts with the Customer. In particular, exclusive contracts concluded with third parties are prohibited, which prevent the Customer

or the contributor from performing any contractual task that is necessary for the Customer or the contributor to comply with the Order given by the Customer.<sup>1</sup>

- 14.7. In case the Provider employs a contributor without having obtained the related preliminary written consent of the Customer, or fails to perform his obligations regarding the involvement of contributors stipulated by this present point, then the Customer shall be entitled to request the Provider to forthwith replace the contributor employed contrary to the stipulations of the present Terms and Conditions. Failing to do so the Customer shall be entitled to terminate the Contract without notice.
- 14.8. The Provider 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 Provider shall also assume responsibility for any damage that would not have occurred without the employment of such a contributor.
- 14.9. The Provider shall ensure that the contributor does not disclose the information and contractual tasks or the parts thereof supplied to him to any unauthorised third party without the related, preliminary written consent of the Customer.
- 14.10. The Provider shall not employ the employees of the Customer during the term of the Contract and the following year, except in case the Provider has obtained the related, preliminary written consent of the Customer.
- 14.11. During the performance of the Contract the Provider may only employ the employees of the Customer with the knowledge and prior written consent of the Customer and in compliance with the Customer's related conditions.
- 14.12. The Customer is entitled to request a change in the scope of persons participating in the performance, and the Provider 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**

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<sup>1</sup> Translator's remark: the original text is illogical. The correct version should be: "...which prevent the Provider or the contributor from performing any contractual task that is necessary for the Provider or the contributor to comply with the Order given by the Customer".

- 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 Customer shall be entitled to acquaint the Contract and its contents with the companies belonging to the same group of companies, in which case the Customer shall not be deemed to commit an infringement.
- 16.2. 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 Customer'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 Provider 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 Customer, his customers – disclosed by the Customer – directly or indirectly coming to the notice of the Provider shall be qualified as confidential information constituting the business secrets of the Customer. The Provider 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 Provider 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 Provider shall also cover third parties (fulfilment partners) who have been involved in the performance of the contract. The Provider shall draw the attention of these persons to the obligation of confidentiality stipulated by the contract and shall ensure compliance therewith, which the Provider shall certify upon the related request of the Customer 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 Customer, and solely in writing. All Information is the property of the Customer. Upon request the Provider shall return all the Information received on any kind of data carrier to the Customer, or shall destroy the Information received in such a way. The Provider 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 Customer, who may, in addition to the other legal remedies available to him seek judicial redress to prohibit the Provider'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 Provider'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 Provider 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 Provider 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. Provider shall reimburse the Customer fully for any confirmed damages resulting from the breach of the obligation stipulated in this Point.

- 16.8. The Provider shall process personal data only within the framework of performing his contractual duties and upon the Customer's instructions given in accordance with the stipulations of the data processing contract concluded with the Customer. The regulations relating to data processing shall be deemed to be appropriately valid if the Provider 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 Customer 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 Provider 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 Customer 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 Provider shall provide the information required to verify the order and provide the necessary rights to access and consult such data. In specific cases the Customer 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 Provider 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 Provider shall hand over the documents containing personal data to the Customer or, in agreement with the Customer, destroy them in accordance with the data protection considerations.
- 16.13. The Provider acknowledges that the Customer 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 Customer 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 Customer 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/beszallitoi-informaciok/szallitomenedzsment.htmlhivatkozás> on the intranet. The Provider 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. Provider 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 Customer**

- 18.1. The Provider 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 Customer (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 Provider is engaged in or has been engaged in such a prohibited conduct.



- 18.2. The Customer, including the internal auditors and experts of the Customer (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 Provider. The Provider – at no additional cost – shall provide the following to the Customer 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 availability of the executive officers, personnel and the sub-contractors of the Provider co-operating in the provision of the Service in order to enable the Customer 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 Provider (related to the provision of the Service).
- 18.3. The purpose of the audit to be conducted by the customer is to
- i. prove that the invoices issued in connection with the services provided by the Provider to the Customer are correct;
  - ii. the Provider takes any and all reasonable and reasonable measures to control the personal and financial resources provided by the Customer and to use them only to the most necessary extent possible,
  - iii. the Provider provides the services in a contractual manner and performs his contractual obligations;
  - iv. the Provider 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 Customer shall strive to notify the Provider 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 Provider.
- 18.5. When conducting any investigation, the Provider 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. The Provider, 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 Provider 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 Customer 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 Provider
- 19.4. The Provider 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 Customer.

- 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 Customer 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 Provider shall assign to the Customer 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 Customer'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 Customer – 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 Provider Prior to the conclusion of or outside the framework of the Contract shall remain the property of the Provider. The Customer 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 Provider 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 Provider shall guarantee to conclude contracts with his contributors that expressly provide the Customer'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 Customer. Public use of the reference (e.g. in press or marketing materials, websites, etc.) shall be subject to the preliminary written consent of the Provider. After having obtained the related preliminary written consent of the Customer the Provider shall be entitled to use the results of his activities as reference in a format previously agreed with the Customer in such a way that is without prejudice to the interests of the Customer or those of the E.ON Group. After having obtained the related preliminary written consent of the Customer the Provider shall also be entitled to indicate the Customer's name on his list of references in a format previously agreed with the Customer. In the event of non-compliance with the stipulations of this Point, the Provider shall immediately remove the disputed communication at the Customer's request and the Customer shall be entitled to claim compensation for damages. The Customer shall issue references required for participation in public procurement procedures without limitation.
- 19.12. The Customer hereby notifies the Provider 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 Customer.
- 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.

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