

Magyar-Optimum Építő Kft.

Supplier / Service Provider Contract Terms

These contract terms form part of the supply contracts (under which the Parties understand a fixed-term sale of goods determined by type and quantity pursuant to Civil Code Section 6:231) and service contracts concluded by Magyar-Optimum Építő Kft. (registered office: 6725 Szeged, Daru u. 20; company reg. no.: Cg.06-09-026559) as the **Customer** (Purchaser/Client).

1. Subject of the Contract

1.1 Under these terms, the supplier or service provider (hereinafter: **Supplier / Vendor/Service Provider**) undertakes to deliver/provide from its current product/service offering (hereinafter: **Product, Service, or Products**) the requested quantity to the agreed deadline and place of performance, based on orders issued by the Customer and confirmed by the Supplier, or any other agreement of the Parties. The Parties together: **Contracting Parties**. These terms set out the detailed conditions of this legal relationship (supply or service contract).

2. Formation of the Contract

2.1 The Parties consider these contract terms binding for their legal relationship. They state that, after joint interpretation and discussion, they defined and accepted these terms by mutual agreement. Any deviations are recorded in the Supply Contract or in the Order, which also forms part of the contract; therefore this document is not considered "standard terms" within the meaning of the Hungarian Civil Code (Act V of 2013).

2.2 A supply contract is formed either:

- by completing and signing a written Supply Contract; or
- in the absence of such, by (i) the Supplier's receipt of the Customer's written order containing exact product designation, quantity, price, and time/place of performance, and (ii) the Customer's receipt of the Supplier's confirmation (which also constitutes acceptance of these terms).

The latter date is also the date of contract formation and the start date for time limits. Place of contracting: the Customer's registered office.

2.3 The Supplier may confirm (accept) the offer within the offer validity period. If the Supplier does not confirm within that period, the Customer is released from being bound and no contract is formed. Unless the Customer states otherwise, the offer validity period is **5 business days** (also indicated in the offer). The Customer's offer ceases to be binding if withdrawn before receipt of the Supplier's acceptance.

2.4 Both the order and the confirmation must be made in writing. For the purposes of these terms, "in writing" includes delivery by registered mail with return receipt, fax, or e-mail, provided the receiving party confirms receipt of the fax/e-mail.

3. Price (Supplier/Service Fee)

3.1 The Supplier/Service Provider is entitled to remuneration for performance (hereinafter: **Price**).

3.2 The Price is valid only upon complete and flawless performance and remains

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unchanged until delivery/hand-over of the Product as per the contract. The Supplier declares it determined the Price with full knowledge of Customer requirements and usage conditions, and included adequate contingencies for technical/specification uncertainties.

3.3 The Price includes all costs related to performance, including (without limitation) materials, tools, machinery, fittings, labor; mobilization to the place of use; transport to the destination, loading/unloading, transport insurance and ancillary costs; packaging; and VAT. It also includes the cost of all documents/permits/certificates and any other costs not listed. Unless otherwise agreed, Incoterms 2000 **DDP** applies.

3.4 Unit prices stated in the offer remain unchanged until completion, regardless of raw material price changes, legal changes, or any other events after signing.

3.5 If the Supplier unilaterally deviates from the contract to the Customer's detriment, the Customer may withhold payment in whole or in part until the breach is remedied, without late-payment interest or other consequences being charged by the Supplier.

3.6 Payment does not mean acceptance of quality; all payments are made with reservation of the Customer's rights relating to defective performance (including hidden defects) or other breach.

3.7 For quantities delivered above the contractual quantity, the Customer must pay only if it undertook such obligation in writing before performance.

4. Authority and Legal Requirements

4.1 The Supplier guarantees full compliance with all authority and legal requirements; related costs are included in the Price. The Supplier also guarantees compliance with rules on environmental protection, packaging, product marking, product liability, quality, and occupational safety. Any damages/costs arising from non-compliance are borne entirely by the Supplier.

4.2 Compliance with Hungarian legal requirements and standards must be documented as prescribed for the Product / product family used. In particular, under Government Decree 275/2013 (VII.16) and EU Regulation 305/2011 (CPR), the required technical performance must be evidenced by a manufacturer's Declaration of Performance, to be handed over at delivery. If not available (e.g., due to novelty), compliance must be proven by an accepted prescribed method (e.g., certification procedure in Hungary), at the Supplier's cost.

4.3 For materials, machines, equipment, tools used in the Service, the Supplier must comply with the Occupational Safety Act (1993 XCIII) and ensure compliance by its assistants.

4.4 The Price provides coverage for additional obligations arising from legal changes or authority requirements introduced after contracting.

4.5 The Supplier must consider sectoral safety regulations, especially the safety and health plan required by Joint Decree 4/2002 (II.20) at construction sites.

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4.6 If the subject is sale of Products, the rules of fixed-term sale of goods determined by type and quantity apply, with the limitation that delivering less than the contract quantity is allowed only with the Customer's written statement.

4.7 The Parties exclude the joint and several liability and certain damages liability of the Customer's executive officer under Civil Code provisions cited; the Supplier irrevocably waives related claims against the executive officer and declares this waiver was considered in pricing.

5. Supplier / Service Provider Obligations

5.1 The Supplier must perform on time with first-class quality, free of defects and shortages, compliant with contractual properties, Hungarian law, standards and technological requirements, evidenced by quality certificates. If quality classes are not governed by Hungarian standards/law, DIN standards apply, failing which EU standards, and ultimately the construction/execution rules published by the cited decree.

5.2 The Supplier must hand over origin and quality documents for delivered Products and materials/tools/equipment used in Services simultaneously with delivery to the construction site, and warrants that descriptions/documentation comply with law and trade practice. Documents required for acceptance (without which the Customer will not accept the Product or invoice) include, among others: safety data sheet; Declaration of Performance (CPR + Customer requirements); quality certificate with serial number; warranty certificate; technical documentation; operation and

maintenance instructions; storage/handling/unpacking/assembly instructions; and a delivery note with detailed required data and authorized signatory.

5.3 The Supplier must indemnify the Customer for any damage/claims/losses/costs arising in whole or part from defective performance of the Product/Service.

5.4 The Supplier must maintain adequate insurance (including product liability insurance) to fully protect the Customer; if insurance does not cover a claim, the Supplier remains fully liable.

5.5 The Supplier must perform required inspections/tests/measurements and provide written results.

5.6 The Supplier must comply with Customer deadlines; deviation requires the Customer's express written consent.

5.7 The Supplier must immediately notify the Customer in writing of any circumstance hindering performance and take all steps to eliminate it.

5.8–5.9 Advertising at the construction site or public disclosure that the Supplier was contracted, use of the Customer's name, or using the work as a reference requires the Customer's prior written consent; breach is considered a serious breach and may trigger suspension and a penalty of **2% of the fee**.

(Additional clauses in this section address Customer-provided materials, waste handling/permits and liabilities, and a step-in right regarding subcontractor/supplier contracts in case of termination; the Supplier must ensure the

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relevant clause is included and provide copies to the Customer.)

6. Handover and Acceptance of the Product

6.1 Performance is completed by handover (Supplier) and acceptance (Customer). Acceptance is for the full quantity at once; partial performance is not permitted unless agreed in a mutually accepted schedule. If not fully delivered/performed as scheduled, the Customer may refuse acceptance and store at Supplier's cost.

6.2 The Customer issues minutes/delivery note with order number; if compliant, also issues specified annex forms. During acceptance the Customer need not examine properties certified by quality certificates / covered by warranty. For Services or partial performance, the Customer issues a performance certificate.

6.3 If quality/quantity objections arise at acceptance, they must be recorded. The Customer may set an additional deadline; this does not exempt the Supplier from late-performance penalty.

(Additional clauses confirm signature of shipping documents is not a waiver of claims; define acceptance location/time and transfer of risk/title.)

7. Invoicing, Acceptance of Invoices, and Financial Settlement

7.1 Performance certification alone does not mean the claim is acknowledged. For the fee claim to arise, the Supplier must issue an invoice in accordance with the

rules and submit it with required attachments to the Customer's designated financial agent, and the Customer must accept it.

7.2 Prerequisite: Supplier registration in the Customer's vendor master data system; otherwise invoices are not accepted and no payment is made.

7.5 Invoices must be submitted by registered mail to the Customer's financial agent (address given in the document).

7.6 An invoice is considered accepted upon being entered into the Customer's registry; the Customer does not send separate notice. If submitted incorrectly or if objections exist, the Customer refuses acceptance and returns it with reasons; this means the claim's basis and due date are disputed.

7.9 Early payment discount ("skonto") must be requested together with the invoice; rates listed include 2%, 3%, 5%, 7% depending on payment timing; the skonto base is the gross invoice amount (or requested part).

7.17 The Parties share business risk of settlement with the Investor; if the Supplier's claim would become due before the Investor's payment is credited to the Customer, the Customer is not obliged to pay until such credit occurs (risk-sharing clause).

7.18 If payment is agreed in HUF, the Customer may choose to pay the **net** fee in EUR at **300 HUF/EUR**, while VAT remains payable in HUF.

7.19 The Supplier waives the right to assign/factor its claim without separate agreement; violation triggers an

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administrative fee (0.5% of assigned claim, min. 50,000 HUF + VAT) and may eliminate the right to submit interim invoices. Certain retained amounts (performance/warranty retentions) are non-assignable.

8. Warranty, Statutory Warranty, Defective Performance

8.1 The Supplier is liable/warrants that at performance the Product has the legally and contractually required properties and is fit for purpose (including special purposes known to the Supplier), and is free from third-party claims/rights (including IP rights).

8.2 During the warranty period, the Customer may enforce statutory warranty rights under warranty rules; limitation does not run while the warranty period lasts. Warranty starts on issuance date of the relevant completion certificate form and lasts **5 years and 6 months** from handover of the facility to the Investor; if the main contract requires longer, the Supplier's warranty extends to **6 months after that later date**.

8.9 If the Product is not first-class quality, the Customer may choose a unilateral price reduction: **15%** for second-class, **30%** for third-class quality, without limiting warranty obligations.

8.10 If the Supplier fails to repair/replace by the Customer's deadline, a penalty applies: **10%** of the price of the affected Product.

8.13 The Supplier must, at its own cost, defend and indemnify against any third-party IP infringement claims relating to the Product, and is liable for all related

damages/costs/expenses incurred by the Customer.

9. Transportation (Delivery to Destination)

9.1 Unless otherwise agreed, unloading at the destination is performed by the Supplier or its carrier at the Supplier's cost; transfer of risk/title follows Section 6.

9.2 If acceptance occurs at the Supplier's premises (or other place specified by Supplier) and transport is done by the Customer or its carrier, transport costs and in-transit risk are borne by the Customer/carrier; title/disposal rights transfer at acceptance at Supplier's premises.

9.3 If transport is done by Supplier/carrier, Supplier must protect the Product during transport and bear related costs; packaging/marketing requirements are specified; extra costs/damages due to non-compliance are borne by Supplier.

10. (Penalties / Delay / Termination – visible excerpt)

The Customer may claim both delay penalty and frustration (non-performance) penalty; may claim damages not covered by the penalty (including extra costs of cover purchases) and may set-off penalties/damages against amounts due to the Supplier. The Customer also reserves a right to withdraw/terminate if proceedings that hinder performance occur (e.g., insolvency/liquidation/forced deletion), or if ownership changes conflict with the Customer's business interests; in such cases, the Supplier must pay a frustration penalty equal to the maximum delay penalty.

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11. Occupational Safety (visible excerpt)

The Supplier may begin work at the Customer's site only under the occupational safety requirements set out; the Supplier must immediately inform the Customer of any irregularities/malfunctions detected with cranes or lifting equipment and compensate the Customer for any damage caused by employees due to breach of these safety rules.

12. Other Terms (visible excerpt)

12.1 These terms become part of the supply contract upon signature by authorized representatives; amendments are valid only by a bilateral, duly signed agreement observing the formalities of the base contract.

12.2 The Customer may suspend performance if the Investor suspends performance of the main contractor agreement under which the Product is used; suspension may last up to **6 months**, and the Supplier may not claim additional compensation on this basis.

12.3 Beyond statutory and contractual cases, the Customer may terminate if the main contractor agreement under which the Product is used ceases for any reason; and also if the Supplier breaches the contract in any way or significant quality objections arise and the Parties cannot agree on a remedy.