

TERMS AND CONDITIONS OF SALE OF GOODS & SUPPLY OF SERVICES
Europe Middle-East Africa (EMEA)

DATA PROTECTION PRIVACY NOTICE:

Please note and make your employees, agents, customers and other representatives aware that we will need to process their personal data in performing our obligations under this agreement. Generally this will be contact names, email addresses and telephone numbers which are necessary to communicate details of the contract and to manage our relationship with you. This will be processed by Feilo Sylvania International Group Kft. (22 Népfürdő utca, Duna Tower, H-1138 Budapest, Hungary) or one of our Affiliates and will be processed within Hungary, the EEA or the UK. In rare circumstances we may need to share this personal data with third parties or transfer it to one of our Affiliates outside the EEA or the UK – in these circumstances we will contact you to inform you of why this is necessary. Data subjects have certain rights under the Data Protection Legislation in relation to their personal data including the right to receive a copy and the right to make a complaint at any time to the competent supervisory authority, in Hungary to the Hungarian National Authority for Data Protection and Freedom of Information (NAIH) (www.naih.hu). Should you require any more information, please ask for a copy of our privacy policy.

1. DEFINITIONS

1.1 The following definitions shall apply to these terms and conditions:

"Affiliate" – means any one or more legal entities (i) directly or indirectly owned or controlled by the Supplier; (ii) directly or indirectly owning or controlling the Supplier; or (iii) directly or indirectly under common ownership of a legal entity with the Supplier. For the purposes of this definition a legal entity shall be deemed to own and/or control another legal entity if more than 50% (fifty percent) of the voting stock of the latter legal entity ordinarily entitled to vote in the meetings of the shareholders of that entity (or, if there is no such stock, more than 50% (fifty percent) of the ownership of or control in the latter legal entity) is held directly or indirectly by the owning and/or controlling legal entity;

"Business Day" – means a day other than a Saturday, Sunday or public holiday in the country of delivery of the Goods or performance of the Services;

"Buyer" – means the party to whom the Goods or Services are supplied by Supplier.

"Civil Code" Act V of 2013 on the Civil Code

"Contract" – means the contract between the Supplier and the Buyer for the purchase of Goods and/or Services on acceptance by the Supplier of the Buyer's Order and incorporating these Terms;

"Data Protection Legislation" – means the Hungarian Data Protection Legislation and the General Data Protection Regulation ((EU) 2016/679) **the UK Data Protection Legislation and any other directly applicable European Union regulations or local regulations relating to privacy, and, Data Controller, Data Processor, Data Subject, Personal Data and Process/Processing** shall have the meaning given to them by the Data Protection Legislation;

"Delivery" – has the meaning given in clause 7

"Force Majeure Event" – means an event beyond the reasonable control of a party which does not relate to its fault or negligence;

"Goods" – means the goods (i.e. finished goods or components) purchased by the Buyer from the Supplier in accordance with these Terms which may

include software (whether embedded into the products, installed, or accessed or delivered over a network, separately or in conjunction with each other);

"Hungarian Data Protection Legislation" means any data protection legislation from time to time in force in Hungary including Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information or any successor legislation.

1.2 In this Agreement, the following rules apply:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) A reference to a party includes its personal representatives, successors or permitted assigns;

(c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not limit the sense of the words preceding those terms;

(e) A reference to writing or written includes faxes and emails.

"Intellectual Property" – means any patents, utility models, rights to inventions, processes and methods of performing processes, designs, copyright and related rights, software code whether embedded in the Goods or hosted by a party or third party, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), semiconductor topography rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world and the right to enforce such protections;

"Material Breach" – means any breach which is not minimal or trivial in its consequences to the Supplier including the obligation to make payment;

"Order" – means the Buyer's order for the Goods and/or Services as set out in the Buyer's written purchase order duly signed by its authorized representatives;

"Price" – the prices specified in the Contract as may be amended or varied in accordance with clause 5.1;

"Product Specification" – means the specification relating to the Goods provided by the Supplier;

"Services" – means the services to be provided by the Supplier to the Buyer as set out in the Contract which may include installation services, bespoke design services, and the supply of continuing software support;

"Supplier" – means Feilo Sylvania International Group Kft. (22 Népfürdő utca, Duna Tower, H-1138 Budapest, Hungary) or its Affiliate which actually supplies the Goods or Performs the Services;

"Supplier Software" – means any software provided under this agreement which has been created by or specifically for the Supplier and therefore is not third

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party software. Supplier Software may be embedded within the Goods, installed on the Buyer's equipment or hosted on the Supplier (or a subcontractor of the Supplier) and accessed over the internet and may involve any combination of these.

"Terms" – means the terms and conditions set out in this document as amended from time to time;

"UK Data Protection Legislation" means any data protection legislation from time to time in force in the UK including the Data Protection Acts of 1998 and 2018 and any successor legislation

2. CONTRACT FORMATION

- 2.1 In the absence of a written agreement to the contrary executed between Supplier and Buyer, these Terms shall apply to every purchase of Goods or Services by Buyer.
- 2.2 An Order constitutes an offer by Buyer to purchase the Goods or Services in accordance with this Agreement. A Contract shall be formed at the time when Buyer's Order is confirmed in writing by Supplier or when the Supplier commences the supply of the Goods or the performance of the Services detailed in an Order. Each accepted Order will be deemed to create a separate binding Contract incorporating these Terms. Nothing will oblige the Supplier to accept any Order.
- 2.3 These Terms apply to the purchase of Goods or Services to the exclusion of any other terms that the Buyer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. Any terms and conditions proposed by Buyer or contained or referred to in any order or other communication sent by Buyer are expressly rejected by Supplier and waived by Buyer.

3. PRODUCT SPECIFICATION, WARRANTY AND SUPPLIER'S LIABILITY FOR DEFECTS

- 3.1 The Supplier warrants that the Goods shall be free from any charges, mortgages, liens or other such third party rights.
- 3.2 Unless expressly stated in a Contract, any Product Specifications or catalogue descriptions are for guidance only. The Supplier shall be entitled to make any changes to the Product Specification without prior written notification to Buyer where such changes are required to conform with any applicable statutory, Hungarian or EU or UK requirements. Otherwise Supplier shall be entitled to make changes to the design and composition of the Goods where such changes will not have a material impact on the performance or compatibility of the Goods.
- 3.3 Buyer shall be responsible for the selection and suitability of the Goods for any particular purpose and no warranty or representation is given by the Supplier in this regard.
- 3.4 Save in respect of software, where there is any defect to the Goods identified within the period and under the conditions defined in the prevailing Feilo Sylvania Warranty Policy, the Supplier shall, at Supplier's sole discretion, repair or replace the defective Good or refund the Price of the defective Good to the Buyer and this shall be the Buyer's sole remedy in this regard. Except the warranty defined in the Feilo Sylvania Warranty Policy, no statutory or implied warranty is provided. Starting date of warranties shall be the date of delivery as per the invoice of the Supplier to the first buyer.
- 3.5 The Supplier shall not be liable for any defects or damage to the Goods where these are due to (i) drawings, designs or specifications requested or supplied by the Buyer; (ii) storage, handling, installation or use of the Goods otherwise than in

accordance with the Supplier's instructions; (iii) any installation, commissioning, modification or attempted repair of the Goods by the Buyer or a third party acting on the Buyer's behalf; (iv) normal wear and tear (including any consumables or other components of an expendable nature) or cosmetic damage; or (v) Goods sold "refurbished" or "as is", or in any case the warranty is otherwise excluded in the prevailing Feilo Sylvania Warranty Policy.

- 3.6 Where required for inspection, the Buyer shall return the defective Goods to the Supplier. Where this is not possible or where the Buyer requests a site visit for in-situ inspection, such inspection shall be deemed a Service and the relevant provisions of clause 4 will apply. Where any Goods or Services are found not to be defective the Supplier shall have the right to charge a reasonable fee for any work undertaken or site visits.
- 3.7 Supplier will use reasonable endeavours to procure the transfer to the Buyer of any manufacturer warranty and where the manufacturer consents to the transfer of such warranty, Supplier shall have no liability thereunder.
- 3.8 Unless agreed otherwise, the Buyer shall only be entitled to resell the Goods in the territory specified in the Contract or (where no territory is specified) the country in which delivery takes place, and the Buyer shall impose an identical obligation on its own customers. Buyer shall indemnify Supplier in full against any claims for import/export controls, taxes, duties, customs, fees, third party Intellectual Property Right claims, third party distribution rights claims or any other claim received by the Supplier in respect of any breach of this clause 3.8.
- 3.9 Buyer will not re-name, re-package or in any other way modify the Goods or remove any names, logos, warning notices, compliance notices, symbols or instructions from the Goods.
- 3.10 Where the Supplier informs the Buyer that any Goods are subject to recall or withdrawal, Buyer shall fully cooperate and shall provide all such assistance as Supplier may require. Buyer shall keep accurate books and records to ensure the traceability of the Goods in case of product recall.
- 3.11 Save as provided for in these Terms or a Contract, all warranties and conditions implied by law are to the fullest extent excluded.
- 3.12 This clause 3 shall survive termination of the Agreement.
- 3.13 In case of discrepancy between the present Terms and Conditions and the Feilo Sylvania Warranty Policy, in the question of warranties the Feilo Sylvania Warranty Policy shall be applicable.

4. SERVICES

- 4.1 The Supplier warrants that the Services will be performed with reasonable care and skill and in accordance with all applicable statutory and regulatory requirements. Supplier will use reasonable endeavours to perform the Services on the dates or within the timescales specified and Buyer shall only be able to request delay or changes to such performance dates or timescales with the consent of the Supplier and - where the Buyer has requested such delay or changes within 10 Business Days of the commencement of the Performance - Supplier shall be entitled to charge the Buyer under clause 4.15.
- 4.2 The Supplier shall be entitled to subcontract performance of the services to any third party and the Buyer shall afford such subcontractor the same rights and assistance as if the subcontractor were the Supplier. References to the Supplier in this clause 4

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- shall also be construed as references to any subcontractor or any of the Supplier's personnel.
- 4.3 The Buyer may request that the Services be provided to the Buyer's customer. Any such request shall be at the sole discretion of the Supplier. Where the Supplier agrees to provide the Services to the Buyer's customer, the Buyer shall procure that its customer complies with the Buyer's obligations under this clause 4 and any references to the Buyer shall be construed as references to the Buyer's customer. Any such request by the Buyer shall not release the Buyer of its obligations as primary obligor under a Contract.
- 4.4 Where the Services are to be provided at the site of the Buyer, the Buyer shall procure safe access to the site and any equipment (including personal protective equipment), services or utilities as may be reasonably requested by the Supplier and comply with any reasonable instruction of the Supplier to facilitate performance of the Services.
- 4.5 Supplier shall provide installation services on the Site of the equipment supplied by Supplier in accordance with the provisions of the "Installation Services" annex to these Terms.
- 4.6 Where Buyer has any health, safety or security requirements it shall make the Supplier aware of these prior to Supplier accessing the site and Supplier shall use its reasonable endeavours to comply with these.
- 4.7 Buyer shall undertake a full risk assessment of the site and shall provide the same to the Supplier not less than 5 Business Days prior to the Supplier's attendance on site. Where the Buyer is aware of any obstacles or hazardous materials on site it shall draw these to the Supplier's attention and shall ensure at all times that the Supplier is not exposed to any hazardous materials or environments for which it could not reasonably have been prepared. Buyer shall not under any circumstances expose the Supplier to any asbestos-based materials and warrants and represents that it has undertaken an asbestos survey and prepared an asbestos management plan.
- 4.8 The Buyer shall not do anything nor request or instruct the Supplier to undertake any actions or cease to undertake any actions which if undertaken or ceased could pose a risk to the health, safety or existence of any person.
- 4.9 The Buyer shall ensure that it has obtained such permits, licences, permissions, authorisations or consents as may be necessary for the Supplier to perform the Services.
- 4.10 Where in performing the Services the Supplier brings on site its own tools and equipment, the Buyer shall ensure the safety and security of such tools and equipment and shall for the duration of the performance of the Services insure the same.
- 4.11 Buyer shall at all times during the performance of the Services have, maintain and do nothing to invalidate public liability insurance to the value of £5million.
- 4.12 Where there is any defect in the Services identified within 12 months of the commencement of the performance of the Services, the Supplier shall, at the Supplier's sole discretion, re-perform the Services or refund a respective proportion of the Price and this shall be the Buyer's sole remedy in this regard.
- 4.13 Where the Services include design services, the Buyer shall within 7 days of a proposal or design prepared by the Supplier, confirm acceptance of the proposal or design or give reasons for its redesign or rejection. In the absence of any acceptance or rejection within that 7 day period, Supplier shall be entitled to treat the proposal or design as accepted.
- Buyer shall solely be responsible for ensuring that the designs meet any particular purpose and the Supplier gives no warranty or representation in this regard.
- 4.14 The failure of the Buyer to provide complete, accurate and true instructions to the Supplier within a timely fashion shall allow the Supplier at the Supplier's option to suspend performance of the Services or to treat its obligations under the Contract as discharged. Where the Buyer gives any information to the Supplier, the Buyer warrants that such information is complete, accurate and true and acknowledges that the Supplier is entitled to rely upon this. Where such information subsequently proves to be false, inaccurate or incomplete and this causes the Supplier additional work to adapt the Services, the Supplier shall be entitled at its option to charge for such additional work or to treat its obligations under the Contract as discharged.
- 4.15 Where the Supplier is unable to gain access to the site or where the Supplier determines that it would not be safe to perform the Services or where the Supplier is for any reason outside of its reasonable control unable to perform the Services (including but not limited to where the Supplier has required the Buyer to perform any preparatory work at the site to an acceptable standard), the Supplier's obligations to perform the Services shall be suspended until such time as the reason for the suspension is resolved and the Supplier shall be entitled to charge the Buyer for its time for the duration of the suspension and for any return to site.
- 4.16 Where the Services include the introduction by the Supplier to the Buyer of any third party financial assistance, any agreement between the Buyer and such third party shall be entirely separate from any Contract. Supplier offers no warranty or representation as to the suitability of such finance agreement and Buyer enters into any such agreement entirely of its own free will and investigation. Any Contract shall not be conditional upon the terms of any finance agreement and any Contract shall continue to remain in full force regardless that the Buyer is unwilling or unable to agree the terms of a finance agreement.
- 4.17 The Buyer shall indemnify and hold harmless the Supplier against any and all losses, damages, penalties, fines, costs and expenses (including legal expenses) incurred by the Supplier arising directly or indirectly out of any breach by the Buyer of this clause 4.
5. **SOFTWARE AND SMART PRODUCTS**
- 5.1 Where any software is provided either as part of the Goods or the Services, Supplier hereby grants to or shall seek to obtain for the Buyer a grant of a licence to use the software by the manufacturer. Buyer shall only use the software in accordance with the terms of such licence and will indemnify the Supplier against any breach of the licence. If an approval of an end user license agreement is required, Buyer shall approve or shall cause the end user to approve the conditions of such agreement. Buyer (end user) shall comply with the terms of such agreement at all times. In case of any discrepancy between the terms of such agreement and the Terms and Conditions herein, the end user license agreement shall apply in the given term in regard with the software, provided it is not at the disadvantage of Supplier. Any software is licensed and not sold: no intellectual property is assigned or otherwise transferred to the Buyer or the end user. Any such software will be Intellectual Property for the purposes of clause 12.

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- 5.2 The Buyer agrees and acknowledges that certain Bluetooth modules used in the Goods have not been activated when such Goods are delivered. Buyer further agrees and acknowledges that before such Bluetooth modules may be activated the modules must be qualified and declared in accordance with all applicable Bluetooth SIG requirements (or other similar requirements) and allocated a Qualified Design Identification Number (the “Requirements”). The Buyer shall give the Supplier two weeks’ prior written notice of any request for activation and upon receiving such notice the Supplier shall use commercially reasonable endeavours to fulfil the Requirements. The Buyer agrees that it shall not proceed with activation unless the Requirements have been met.
- 5.3 Unless specifically set forth by Supplier or the third party manufacturer in writing, any and all software and its documentation provided by the Supplier, whether Supplier Software or third party software, is supplied “as is”, without any warranty, including, without limitation, the implied warranties of performance, merchantability, accuracy, completeness, fitness for a particular purpose, and non-infringement with respect to the software and accompanying written materials. Notwithstanding, the foregoing exclusion shall not exonerate Supplier from its warranty obligations as per Section 3.4 regarding any product exhibiting total failure or any component exhibiting significant malfunction because of the defect of the embedded software.
- 5.4 Notwithstanding the provisions of clause 5.3, where the software is Supplier Software, Supplier warrants that it is free from Trojans, viruses or other malicious code.
- 5.5 Save where specifically provided, the Supplier does not offer any guarantee of compatibility with Buyer’s own software, systems, networks or connections or of any network or reception availability and the Buyer should satisfy itself of the same prior to Contract.
- 5.6 Where the Supplier or third party issues any update or patch, the Buyer will install such update as soon as reasonably possible and acknowledges that where it fails to do so, the Supplier Software may not work in accordance with any stated Specification and that the Supplier may not be able to provide the support services, however this shall not alleviate the Buyer of its obligation to pay for such Services.
- 5.7 Supplier shall use reasonable endeavours to ensure that the Supplier Software is available for use twenty four hours a day, seven days a week save for any maintenance work, however, the Supplier does not provide any guarantee of uptime or availability.
- 5.8 Where the software generates any data, no warranty is given as to the accuracy, completeness or reliability of such data or that the software will generate any data at all.
- 5.9 Where the software relies on the Buyer uploading any data, Buyer warrants and represents that such data will not include any Trojan, virus or other malicious data, nor be so excessive as to reduce capacity or access to any systems or network by the Supplier or to the Supplier for other users.
- 5.10 Where the Buyer uploads or transfers data to the Supplier, the Buyer shall be responsible for creating and maintaining a backup of the data. The Supplier shall not be responsible for any loss or corruption of data and the Buyer’s sole and exclusive remedy against the Supplier shall be for the Supplier to use commercially reasonable endeavours to restore lost or corrupted data.
- 5.11 Buyer warrants and represents that it shall only use the software in accordance with applicable law, including but not limited to the Data Protection Legislation.
- 5.12 Buyer acknowledges that certain software functions will only work with certain placements or configurations of Goods and that any changes made to these may cause the software to fail or malfunction or otherwise limit the functionality of the software and the warranties shall not apply where these changes are made by any person other than the Supplier (or a third party appointed by the Supplier)
- 5.13 The Supplier reserves the right to suspend or disable access to the software at any time and the warranties, if any, shall not apply where:
- (a) The Buyer is in breach of the terms of any licence;
 - (b) There are any amounts outstanding from the Buyer whether under a Contract or otherwise;
 - (c) The Buyer introduces any Trojan, virus or malicious code into the software or onto any system or network controlled by the Supplier;
 - (d) The Buyer is required to transfer any data to the Supplier’s system and there is any delay or interruption to such transfer;
 - (e) The Buyer fails to install any update or patch in accordance with the Supplier’s instructions;
 - (f) The Buyer attempts to decompile, reverse engineer or otherwise alter the software; use the software with incompatible software, operating systems, networks, connections, hardware or products or otherwise than in accordance with any instructions or manuals
 - (g) The Buyer is in breach of clauses 5.1, 5.14 or 13; or
 - (h) The Buyer uses the software for any illegal, immoral or obscene purposes or to threaten, harass or spam any other person;
 - (i) The third party manufacturer disables access or refuses warranty services based on the breach of the end user license agreement or other terms of the manufacturer by the Buyer or end user.
- 5.14 The license for the Buyer or the end user, unless otherwise set forth by Supplier or the software manufacturer in writing, includes usage of the software for the ordinary operation of the Good or Service where the software is embedded. Where any Supplier Software is provided with limits to the number of authorised users, the Buyer will not share usernames or passwords such that the number of users who could access the Supplier Software exceeds the number of authorised users.
- 5.15 Where the Services include support services, these will be provided remotely by the Supplier from the Supplier’s premises and during the Supplier’s normal working hours.
- 6. PRICE**
- 6.1 The Price of the Goods or the Services shall be the price and currency agreed in writing by the Buyer and Supplier. Where any Contract is for longer than one year the Price shall be subject to annual review on the anniversary of the date of the Contract.
- 6.3 The Price is exclusive of amounts in respect of value added tax (“VAT”) and any import customs or duties which shall be the liability of the Buyer.
- 6.4 Where the Price is determined by reference to currency other than the Euro and as a result of the

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fluctuation of the currency conversion rate this results in the Euro equivalent being less than 95% of the Euro equivalent of the Price as at the date of the Order, the Supplier shall be entitled to increase the non-Euro proportion of the Price by a proportionate amount.

- 6.5 Where the cost of raw materials increases by more than 5% over that at the date of the Order or there is an increase in employment or other production costs by more than 5%, the Price shall increase proportionately.

7. DELIVERY

- 7.1 Unless otherwise agreed in writing, delivery of the Goods shall be completed in accordance with the Incoterm as indicated in the Contract and on the delivery date and at the location specified in the Contract. If no Incoterm is mentioned on the order, the Incoterm Ex Works shall apply by default. If no delivery date is provided on the order, delivery of the Goods shall be completed within 28 days of the date of the order however time for delivery shall not be of the essence.
- 7.2 Where delivery occurs Ex Works the Supplier will notify the Buyer when the goods are available at which point delivery will have occurred and collection should be made by arrangement with the Supplier within 7 days of notification. Where collection is not effected within this time, Supplier shall be entitled to charge for storage and after 28 days from the date of notification shall be entitled to dispose of the Goods as it sees fit with no liability.
- 7.3 All returnable packing materials will be returned to the Supplier if requested.
- 7.4 Any claim for loss, damage, shortfall or failure in delivery must be advised to the Supplier within 72 hours of the time of the delivery note issued by the Supplier or the Supplier's carrier. If no claim is made within 72 hours, acceptance of delivery of the correct quantity will be deemed to have occurred. Supplier shall be entitled to inspect any Goods which it is claimed were damaged on or before delivery and where it is identified that the Goods were damaged on or prior to delivery shall be entitled at its own option to repair or replace the damaged Goods or refund the Price for the damaged Goods. Minor defects will not prevent, delay or suspend acceptance by the Buyer.

8. PASSING OF RISK AND TITLE

- 8.1 Unless otherwise agreed in writing, all risk in the Goods shall pass to Buyer in accordance with the Incoterm referred to in the Contract. If nothing is mentioned in the Contract, the Incoterm Ex Works (Incoterms 2010) shall apply by default and the Goods shall be at the Buyer's risk once notified in accordance with clause 7.2.
- 8.2 The Goods shall remain the sole and absolute property of the Supplier until such time as the Buyer has paid the price in full without set-off or deduction. Until such time the Buyer holds the goods as bailee for the Supplier and will store the Goods on its premises separately from the Buyer's own goods or those of any other person and in a manner which makes them readily identifiable as the Supplier's Goods. The Buyer grants the Supplier the right of entry onto any premises where the Goods are stored in order to recover possession.
- 8.3 Where the Supplier grants the Buyer the right to sell the Goods before title has passed to the Buyer, the Buyer does so as bailee of the Supplier and the entire proceeds of sale thereof are held in trust for the Supplier.

9. PAYMENT

- 9.1 The terms of payment shall be as stated in the Contract and in the absence of any such terms, payment is due within 14 days of the date of the invoice which may be required prior to delivery. Where the Buyer is using a third party finance provider, the Buyer shall do all things necessary to procure that the finance partner makes payment on time as agent for the Buyer, including the issue of any certificate of acceptance. Nothing within any finance agreement shall affect the payment terms hereunder and the Buyer shall remain primarily liable for all its obligations under each Contract.
- 9.2 The Supplier shall have the right to suspend or terminate production, delivery or performance of any Contract where there are any amounts outstanding after the date for payment or where the Supplier reasonably believes that payment would not be forthcoming.
- 9.3 The Supplier reserves the right to charge interest on overdue amounts at the rate specified in the Civil Code and to apply payments against invoices and Contracts as it chooses.

10. FORCE MAJEURE

- 10.1 Neither party shall be in breach of a Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 10.2 In the event of a Force Majeure Event occurring, the affected party shall give notice within 7 days to the other party. In the case of a Force Majeure Event each party will bear its own costs arising from this Force Majeure Event.
- 10.3 If a Force Majeure Event prevents, hinders or delays a party's performance of its obligations for a continuous period of more than 30 Days, the other may terminate a Contract by giving not less than 7 days' written notice to the affected party.
- 10.4 Nothing within this clause 10 shall alleviate or suspend any obligation to make payments under a Contract.

11. DURATION AND TERMINATION

- 11.1 These Terms will apply to each Contract on the acceptance of the first Order by the Supplier and subject to any right to terminate will apply to each Contract thereafter until alternative terms are issued by the Supplier.
- 11.2 In the event of any Material Breach by a party, the other may give 7 days' notice to the party in default to remedy the Material Breach.
- 11.3 If the party in default fails to remedy the Material Breach within the time limit stated in clause 11.2 or if the Material Breach is not capable of remedy, the other party has the right to terminate any or all Contracts in part or whole with immediate effect by serving notice to the defaulting party.
- 11.4 The Supplier shall have the right to terminate a Contract or to suspend delivery or require payment for the Goods prior to delivery where the Buyer:
- (a) Suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is insolvent within the meaning of Act of XLIX of 1991 on the Bankruptcy and Liquidation procedures;
 - (b) Commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a

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- proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for its solvent reconstruction;
- (c) Has a petition filed, a notice given, a resolution passed or an order made, for or in connection with its winding up;
- (d) Has an application made to court, or order is made, for the appointment of an administrator, or notice of intention to appoint an administrator is given or an administrator is appointed, over it;
- (e) Has the holder of a qualifying floating charge over its assets become entitled to appoint or has appointed an administrative receiver;
- (f) Has any person become entitled to appoint or has appointed a receiver over any of its assets;
- (g) (being an individual) becomes the subject of a bankruptcy petition, application or order;
- (h) Has a creditor or encumbrancer of the other party attach or take possession of, or lies or enforces distress, execution, sequestration or such similar process, over its assets;
- (i) Has any event occur or proceedings taken against it in any jurisdiction which is equivalent or similar to any of clauses (a) - (i) above taken against it; or
- (j) Is subject to a change in control.
- 11.5 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect. Termination of a Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of a Contract which existed at or before the date of termination.
- 12. INTELLECTUAL PROPERTY RIGHTS AND DESIGN OWNERSHIP**
- 12.1 Supplier Intellectual Property shall include those Intellectual Properties which are created by the Supplier in creating the Goods and in performance of the Services.
- 12.2 All rights, title and interest in the Supplier Intellectual Property remain property of the Supplier and may only be used by the Buyer in connection with the sale or distribution of the Goods or the performance of the Services and in accordance with any instruction given by the Supplier.
- 12.3 Buyer acknowledges that the Goods or the Services may contain third party Intellectual Property. Save where specifically stated in the Contract, no warranty, representation or indemnity is given in respect of any third party Intellectual Property incorporated in the Goods or the Services nor is any warranty, representation or indemnity given that the Goods or Services do not infringe any third party Intellectual Property.
- 12.4 Buyer will not copy, modify, alter, deface or remove the Supplier Intellectual Property or any third party Intellectual Property, nor deconstruct, decompile, reverse engineer, decode, decrypt or neutralize any security measures or otherwise attempt to identify any embedded or concealed Supplier Intellectual Property or third party Intellectual Property otherwise than as approved by the Supplier, nor will Buyer permit the same to be done by any other person.
- 12.5 Supplier shall not and shall not allow any other person to assign, transfer, sub-licence, lease, charge, mortgage or in any other way dispose of or seek to share the right to use any Intellectual Property Rights.
- 12.6 Buyer will not do and will not permit to be done anything which could destroy, harm, undermine or in any other way prevent the protection of the Supplier's Intellectual Property or any third party Intellectual Property nor shall Buyer assert any claim over, register or attempt to register, challenge the registration or ownership of, or in any other way attack the Supplier's Intellectual Property or third party Intellectual Property.
- 12.7 Buyer will immediately cease to use any Intellectual Property if instructed to do so by the Supplier.
- 12.8 Where the Buyer receives any claim that the Goods infringe any third party Intellectual Property, the Buyer shall not settle or compromise such claim but shall notify the Supplier immediately and the Supplier shall be at liberty (with Buyer's assistance if required) at the Supplier's expenses to conduct through the Supplier's own lawyers and experts all negotiations for the settlement of the same. Where it is accepted by the Supplier that any of the Goods do infringe any third party Intellectual Property, the Supplier shall be entitled at its discretion to: (a) replace the infringing Goods with Goods which do not infringe the third party Intellectual Property, or (b) re-perform the Services such that they do not infringe the third party Intellectual Property; or (c) to refund the Price paid by the Buyer for the infringing Goods or Services only, such refund subject strictly to the Buyer not continuing to sell or use the Goods such that the infringement continues.
- 12.9 Where the Buyer provides any Buyer Intellectual Property Rights to the Supplier for the Supplier to create the Goods or to provide the Services, the Buyer hereby warrants and represents that it owns the Intellectual Property Rights or has the right to grant a licence to use such Intellectual Property Rights to the Supplier and hereby grants to the Supplier a worldwide, perpetual, transferrable, royalty-free licence to use such Intellectual Property Rights, such licence to include the right for the Supplier to sub-licence the Intellectual Property Rights to any supplier or subcontractor in order to create the Goods or perform the Services.
- 12.10 Where in the course of providing Services the Supplier creates any new Intellectual Property Rights, whether in respect of bespoke product design Services or designed installation Services or otherwise, such Intellectual Property Rights shall, unless specifically agreed otherwise in the Contract, be Supplier Intellectual Property Rights and nothing shall operate to assign to, vest in or otherwise create any Intellectual Property Rights for the Buyer without a specific deed of assignment.
- 12.11 Buyer will indemnify and hold harmless the Supplier against any and all losses, damages, penalties, costs and expenses (including legal costs) incurred by the Supplier arising directly or indirectly from any breach of this clause 12.
- 13. DATA**
- 13.1 Buyer acknowledges and expressly consents to the collection and use by the Supplier of data processed in connection with the provision of the Goods or Services.
- 13.2 Save as set out herein or in any Contract the parties acknowledge that it is not intended that the Supplier will Process any Personal Data of the Buyer and the Buyer shall not use Supplier Software to Process

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- Personal Data without the express permission of the Supplier.
- 13.3 To the extent that any data collected or used by the Supplier does constitute Personal Data, both the Buyer and the Supplier shall use reasonable efforts to anonymise such data such that it does not constitute Personal Data however it is acknowledged by the parties that this may not be possible. The Buyer shall at all times be the Data Controller of such Personal Data.
- 13.4 Both parties shall comply with their obligations under the Data Protection Legislation, including but not limited to the obligations of the Buyer to inform and obtain consent from any Data Subjects whose Personal Data may be Processed by the Supplier.
- 13.5 Where in the performance of the Services the Buyer is required to transfer any Personal Data to the Supplier, the Buyer shall ensure that any network it uses is secure and the Personal Data is encrypted.
- 13.6 Where in the performance of the Services by the Supplier, the Supplier needs to use a third party to Process any Personal Data, the Buyer hereby consents to the Supplier appointing such third party as a Data Processor and the Supplier confirms that it has entered or will enter into a written agreement which reflect and will continue to reflect the requirements of the Data Protection Legislation.
- 14. CONFIDENTIALITY**
- 14.1 All non-public, confidential or proprietary information, including, but not limited to, technical or commercial know-how, specifications, inventions, Intellectual Property, samples, designs, plans, drawings, documents, data, processes, forecasts, initiatives, business operations, prices, financial performance, projects, potential or existing customers which are of a confidential nature and have been disclosed by one party ("**Disclosing party**") to the other party ("**Receiving party**"), its employees, agents or subcontractors shall be kept, as business secret, in strict confidence, including any other confidential information concerning the Disclosing party's business, its goods and services, conveyed orally or in written, electronic or other form or media, and whether or not identified as "confidential". The Receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving party's obligations under a Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract however the Receiving Party will remain primarily liable. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction however the Receiving Party will give all such notice and assistance to the Disclosing Party to challenge the validity of any such request save where it is prevented by law.
- 14.2 This clause 14 shall survive termination of any Contract and shall remain in force after the parties have ceased to do business together.
- 15. IMPLIED TERMS**
- 15.1 Except as provided for in section 6:152 of the Civil Code, all conditions and warranties, expressly or implied, statutory or otherwise and all other obligations and liabilities whatsoever of the Supplier whether in contract or tort or otherwise are excluded.
- 16. ASSIGNMENT AND SUBCONTRACTING**
- 16.1 Buyer may not assign any of its rights or obligations under a Contract without the previous written consent of Supplier, which will not be unreasonably withheld.
- 16.2 Supplier enters into each Contract for the benefit of it and its Affiliates and Buyer acknowledges that Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement to an Affiliate.
- 17. ETHICAL BEHAVIOUR AND ANTI BRIBERY**
- 17.1 Buyer acknowledges that it is aware of the prohibition of child work and warrants, represents and covenants to Supplier that its activities and supply and sales chains are conducted in full compliance and respect of human rights. Furthermore Buyer shall ensure that none of the Goods or any components or materials thereto are sold or supplied to any person resident in or operating out of or otherwise associated with any country on any EU, UK, US or United Nations sanctioned or restricted list.
- 17.2 Buyer represents, warrants and covenants to Supplier, that in carrying out its responsibilities, neither the Buyer, nor any of its equity holders, beneficial owners, partners, officers, directors, employees or agents, shall, directly or indirectly, offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value to (a) any official or employee of any government, or any department, agency, or instrumentality thereof, (b) any political party or official thereof, or to any candidate for political office, or (c) any official or employee of any public international organization, in each case for the purpose of influencing any act or decision of such official, employee, party or candidate or inducing such official, employee, party or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, party or candidate, or securing any improper advantage for Buyer or otherwise promoting the business interests of Buyer in any respect. Buyer further warrants, represents and covenants that in placing any orders or contracts with its own suppliers or customers it has not received, requested, been offered or expects to receive any financial inducement or other benefit from the supplier, customer or any third party. Supplier may, in addition to its other remedies, immediately terminate any Contract in the event Supplier receives information which it determines, in its sole discretion, to be evidence of a breach by the Buyer of any representation, warranty, covenant or undertaking set forth in this clause. In the event of such termination, Supplier shall have no liability to the Buyer for any fees, reimbursements or other compensation whatsoever, and the Buyer shall defend and indemnify Supplier for any third-party loss, costs, claims, fines, penalties or damage resulting from the breach of this clause.
- 18. LIABILITY**
- 18.1 Nothing within these terms will limit or exclude liability in respect of:
- (a) Death or personal injury; or
 - (b) Wilful misconduct in accordance with section 6:152 of the Civil Code.
- 18.2 Under no circumstances will the Supplier be liable for any special, consequential or indirect losses, including but not limited to loss of profit; loss of sales, business or opportunity; loss of anticipated savings;

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loss of time or facility; loss of use or corruption of software, data or information; loss of or damage to goodwill; or damage to property.

- 18.3 Under no circumstances will the liability of the Supplier in respect of any Contract exceed the value of that Contract.
- 18.4 Any claim for any damages or losses must be brought by the Buyer within 90 days of the date of the event giving rise to such claim and any lawsuit relating to such claim must be filed within one year of the date of the event. Any claims that have not been filed in accordance with this clause 18.4 shall be void.

19. MISCELLANEOUS

- 19.1 A waiver of any right or remedy shall only be effective if given in writing and no waiver by Supplier of any breach of the terms of any Contract by Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision nor shall any delay in enforcing any of Supplier's rights under a Contract constitute a waiver.
- 19.2 If any provision of a Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 19.3 Except as set out in a Contract, no variation, including the introduction of any additional terms and conditions or pre-contractual offers or representations, shall be effective unless it is agreed in writing and signed by the parties. In particular, any terms sought to be imposed by the Buyer, whether by course of trading, by reference in any order or other communication, or otherwise are specifically excluded and waived by the Buyer.
- 19.4 The Buyer and Supplier are independent contractors and nothing in a Contract will be construed to create a partnership or joint venture between them.
- 19.5 Any notice to be given in respect of a Contract shall be sent by first class post or by email to the address stipulated in the Order or Order confirmation.

20. EXCLUSION OF THIRD PARTY RIGHTS

Save as specified in clause 16.2, no person other than the Buyer and Supplier shall have any right to enforce any obligation under a Contract.

21. GOVERNING LAW AND JURISDICTION

This Agreement is governed by Hungarian laws without giving effect to any principles or conflict of laws excluding however the United Nations Convention on Contracts for the International Sale of Goods. Any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Hungarian laws, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Hungary. Exception should be applied in case Supplier sells directly to a consumer, and the relevant consumer law specifies another governing law an/or exclusive jurisdiction for the case.