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Honsa Kft. • Üszögi u. 20. • H-7630 Pécs

www.honsa.hu

## *General terms and conditions of the HONSA Ltd for Parts Trade*

### I. Subject of the General terms and conditions

1. The General terms and conditions described below (see furthermore as GTC) is a contractual relationship, having been created between the Honsa Ltd (see furthermore as Customer) and Partners, selling products, wares, services or making proposals for subjects of free trade (see furthermore as Partner). In terms of the present GTC, Customer and Partner will be called generally as parties. The present GTC will be part of all future general and individual contracts entered by Customer and Party.

### II. General Provisions of the GTC

2. Honsa LTD hereby informs Partner that the provisions of the present GTC may be in discrepancy to legal prescriptions and business practice, used to be applied by Parties. For this reason, every contracts, have been made after the enforcement of the present GTC, shall express that Partner has been made familiar with Customer's GTC, and to have understood and accepted the information given in its chapter 2.
3. Any requests for bids delivered by Customers, in case of applications or allocated addressee, are valid only together with the present GTC. If the business bid has been given not on request of Customer, the bid will be regarded by Customer only in case for valid, if the GTC has been considered.
4. No former custom or practice, the parties have agreed during their earlier business relationship with or have used, will be not part of contracts made by Parties. Furthermore, no generally known custom, which is being used by parties of contracts of this nature, will be part of the contract between Parties.
5. Any contracts to be made between Customer and Partner is a complete agreement between Parties, containing all conditions of the agreement made by Parties, therefore all former conditions, agreements, not becoming part of the contract to be made by Parties, will be no longer enforced.
6. Partner is obliged to deliver his bids free of charge and in written form. If Customer publishes a form to the bid, Partner has to enclose it filled to his bid documentation. The bid, if Partner is not registered in the registry of tax payers, who are free of all public dues, has to contain a certificate of incorporation, issued no earlier than 15 days, further a proof of the National Tax Office about payment of public dues.

The prices do not include VAT. The general terms and conditions apply.

UniCredit Bank Zrt.

Bank account: 10918001-00000002-45270004 HUF

IBAN: HU66 1091 8001 0000 0002 4527 0004

Bank account: 10918001-00000002-45270011 EUR

IBAN: HU71 1091 8001 0000 0002 4527 0011

SWIFT : BACXHUHB

MKB Bank Zrt.

Bank account: 10300002-24620073-00003285 HUF

IBAN: HUS8 1030 0002 2462 0073 0000 3285

Bank account: 10300002-60103097-26304887 EUR

IBAN: HU44 1030 0002 6010 3097 2630 4887

SWIFT : MKKBHUHB

Tax number: 11950679-2-02

Tax identification number: HU11950679

Company registration number: 02-09-066782

Managing directors Max Koller • Thomas Koller • Andreas Koller



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7. Customer hereby disclaims the application of Partner's GTC. The provisions of Partner's GTC do not oblige Customer even in cases, if its content are not conflicted with Customer's GTC or if it is of supplementary nature. Partner's GTC do not oblige Customer even in cases, if he does not reject it specifically. Accepting or fulfilling the order, this terms made by Customer will by accepted by partner automatically.
8. Any contracts engaging Parties come into existence, if Partner's bid will be ordered by Customer, with exception, if the order content is in its basic parts different from Partner's last bid. In this case, the contract will be made after Partner has confirmed the order. Partner is obliged to deliver an order confirmation until the deadline set. If there is no schedule defined for confirmation sending, Partner is obliged to send it within 3 working days after the order has been received.
9. Without order confirmation, Partner can deliver after the order content and the provisions of Customer's GTC.
10. Partner warrants to have the rights of disposal over any intellectual property rights ins his bid, and not to violate rights of third party over intellectual properties with his bid and the order (using, modifying and selling ordered products, services, wares, know-how,).
11. Partner warrants not to have used child labor, forced labor, not to damage the nature, to have respected human and employee rights, fulfilled all provisions of equality, not to have participated in corruption crimes. He warrants further, to have paid a fair salary for fair work, with regard to the principle equal salary for equal work, further to have provided working conditions and safety, which fit the conditions of human dignity.
12. Partner warrants, to have followed and enforced all legal provisions, to own the professional experience, human resources and material conditions for the delivery.
13. Partner warrants that the ordered products, wares, services are free of claims, rights or demands of third party.
14. Partner warrants to have all necessary authority permissions and documentations prescribed by law, to produce, sell, deliver, transport, exchange the ordered products, wares, services.
15. Partner warrants to pay and to have paid all necessary tax, custom fees, contributions, and, during his supplies, to expect and to demand the same from his own business partners.
16. Partner warrants, not to bring in wares, products or services into the closed company area of Customer, which are prohibited by the Hungarian national or the European law. This restriction affects delivery and other transports, occasions such like personal meetings.

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17. In case of force majeure, Customer must not take over the ordered products, wares, services. Customer is entitled, to be released from his obligations of takeover of the ordered products, wares, services, if both in his own company or in contractual relationships, where customer is supplier, there are operating troubles or strikes, which prevent Customer to take over the ordered products, wares, services, presumed that Customer was disabled to resolve the operation trouble or strike, or dissolution cannot be expected from him.
18. Partner accepts not to be entitled in cases described in chapter 17 to enforce claim of damages from Customer. Partner is entitled, to request he counter-value of the ordered products, wares, services in cases described in chapter 17 first after the takeover by Customer. Until the operation troubles, strikes described in chapter 17 are released, Partner is obliged to store the ordered products, wares, services to his own expenses and on his own risk.
19. Partner accepts that in Customer's firm area, there is a video and sound surveillance system operated, which can record video and sound data. Partner hereby agrees that this system may make video and sound records of him, which may be used by Customer with regard to his safety measurements. Regarding this recorded data, the provisions of Data Management Order, issued by Customer, are binding.

### III. Provisions of transportation

20. Partner is obliged, if the delivery requires to transport the ordered wares, products or services, to perform the transportation on agreed schedule, according to the defined parameters and the highest ranked standards, and to proof the equivalence to this expectations during the takeover by presenting quality certificates and other proper documents.
21. Partner is obliged to attach any documents in any copies required by Customer to the delivered products, wares.
22. Partner is obliged to follow the packaging prescriptions defined by Customer. If there aren't special packaging prescriptions made by Customer, the wares, products have to be transported in a packaging, which may preserve and to protect them.
23. During takeover regarding quantitative and qualitative issues, declarations made on Customer's place of takeover are binding.
24. Customer is not obliged to accept partial, premature or extra deliveries, in such of a case he is not obliged to initiate the takeover proceeding of the products.
25. Unless there is a different partial agreement, Partner has to deliver the products and wares with DDP Pécs parity, according to INCOTERMS 2010 (transported and with custom fee solution) to the takeover point of Customer.

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26. Customer will accept packages delivered with COD, only if Partner has confirmed it. In any other cases, he will reject takeover of COD packages.
27. The delivered products, wares have to be attached a properly filled delivery note. Having no delivery note, Customer is entitled to reject or to interrupt the takeover proceeding, and to send back the delivered goods for Partner's cost and on his risk.
28. Partner is obliged to provide supply to Customer so long as long Customer has to provide his supply for his own customers for goods, whose production requires the products delivered by Partner as base material.

#### IV. Provisions concerning services

29. Partner is obliged to deliver according to the contract, after his best knowledge and on the highest service level.
30. During contract delivery, Partner is obliged to follow Customer's intern measurement orders and instructions. Partner may become familiar with these orders and instruction on site the usual way.
31. During delivery, Partner is entitled to stay on the area and to contact persons, which and who were defined by Customer for him.
32. During delivery, Partner is entitled to make and to use video and sound records exclusively on preliminary written permission by Customer and according to its provisions.
33. Partner acknowledges and accepts that payment of his delivery will be made on delivery confirmation.

#### V. Contract breaking

34. In case of Partner's delivery default, Customer is entitled to enforce contract penalty, whose value makes daily 3% (net) of the default product value, but which cannot exceed 20% of the entire net value of the products, wares, services. Partner accepts that default delivery may implicate partial or complete delivery default.
35. Partner is obliged to take over 12 months guarantee and 24 months warranty liability, if he is not obliged by law to do it, unless there is a different agreement between parties defining longer warranty period. Customer is entitled to investigate the service, products and wares, and to tell its findings within the prescription defined hereby.
36. In case of default delivery, Customer is entitled to request change or repair on cost and risk of Partner, and to send back the default products. If Partner does not undertake change or repair, or he would do it in a time, which might violate Customer's interests, Customer is entitled to let repair the default delivery by third party, but on costs and risk of Partner, and immediately to withdraw the contract.

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37. Partner is liable to Customer for the delivered products, wares on base of product warranty, if third party makes Customer liable on base of product warranty. In this case, Partner is obliged to provide full compensation to Customer. If Customer is liable to his own customers for default delivery, and Customer's default is to tie to defaults made by Partner during his product, ware or service delivery, Partner is obliged to compensate to Customer the counter-value of the default delivery required from Customer.
38. Customer is entitled to withdraw or to cancel the contract immediately, if Partner breaks provisions of the GTC or the contract heavily or continuously; If Partner breaks during delivery the provisions of fairness and good faith, and therefore Customer cannot be expected to keep the relationship with Partner; if Partner's circumstances has changed a way that Customer cannot be expected to keep the relationship; furthermore if Partner's tax number will be suspended or erased, or judicial review proceedings, bankruptcy or final accounting proceedings will be initiated against him.

#### VI. Damages

39. If Customer withdraws or cancels the contract, or Partner breaks the contract, Customer is entitled to enforce full restitution of damages occurring from these cases. Partner accepts that conducts of all kind leading to ceasing of the contractual relationship may cause damages to Customer, caused by order withdrawal, production failure, overtimes for employees, contract penalty.

#### VII. Payment conditions

40. Partner is entitled, to require payments from Customer, whose amount and titles were agreed in advance and are defined in the contract. Customer will reject all other invoice claims, whose amount and title haven't been defined in advance. Invoice currency is the currency defined in the contract.
41. Unless there is a different agreement between Parties, Customer is obliged to pay within 30 days after receiving a both formally and substantially proper invoice. Payments will be performed by bank transfer. If Customer raises objection against an invoice properly, the objection has delaying force for the payment.
42. Factoring claims against Customer, theirs pledging, conveying or giving away is only possible, if Customer had agreed to before.

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### VIII. Contract delivery assistants

43. By signing the contract, Partner is obliged, to name his delivery assistants. Customer is entitled, to disqualify determined assistants of Partner. Customer is any time entitled to control the activity of the delivery assistants applied by Partner. Customer is not obliged to takeover delivery of assistants, who had been applied by Partner unauthorized. Partner's delivery assistants are entitled to hire other delivery assistants only by Customer's preliminary written permission.

### IX. Secrecy

44. As business secret are regarded subjects, which are either protected by law (patent, know-how etc.) or not protected by law (ideas regarding economical innovations, intellectual ideas), further information regarding the business of Customer, which Partner made within or without their trade relationship familiar with, and all kind of data and information, which will be regarded by Customer as business secret, or which he supposed to regard as such.
45. As confidential information will be regarded specially but not exclusively information, which are, besides persons who tell them, not known widely. Furthermore, confidential information are all kind of information, plans, data, facts, innovations, proceedings, know-how, development plans or other materials, with special regard do trade or technical information and data, which Partner will be made by Customer familiar with, and which have been classified by Customer as confidential information, or which might be treated by him as such an information.
46. Information and materials, which besides Customer and his authorized persons are widely known, except for cases, if it happens by contract break, further information, which have been developed by Partner or purchased by him from a third party legally, who had obtained them legally too, further information, which will be later published by Customer, or which are commonly known, are not regarded as business secret, confidential information.
47. Parties agree that Customer tells Partner only information, which are necessary to reach the limited goals of the present agreement. Customer gives over special materials to Partner in written or other form. Parties agree that these materials have to be treated confidentially, and the provisions of the present agreement affect them, too. Without Customer's preliminary written permission, Partner cannot modify, change or decrypt them.

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48. On Customer's demand, or when the goal of the information takeover is reached, or the intention, to reach it, was at least regarding Customer and Partner ceased, Partner is obliged to erase all electronic information or if it is not possible, to destroy the storing device of them. All other data, material and information have to be destroyed or have to be given back to Customer.
49. All actions described above will performed on Customer's costs. If Customer does not demand the execution of the actions described above, it does not mean waiver of provisions of the present agreement or of any kind of rights, and it does not affect to regard any kind of materials as business secret or confidential information, and gives no further rights to Partner besides them, which he could have owned, if he had enforced his rights described above.
50. Partner, obliged to secrecy, declares and acknowledges that Customer's activity success needs serious secrecy. Partner declares furthermore, to know, that business secrets and confidential information are part of this obligation of secrecy, because Customer is economically interested to keep them secret, and their publishing might heavily put Customer's market and business success in risk.
51. Partner, obliged to secrecy, declares and is obliged, to publish or let publish information given to him neither directly nor immediately, not to give them over to third party or not to make them accessible for third parties, not to make copies, photographs or records about them.
52. Partner, being made familiar with business secret and confidential information, declares to fulfil the conditions defined below from the moment on, when he has been familiar with them: Customer's business secrets and confidential information cannot be used differently than defined in this declaration. Customer's business secrets and confidential information can be shared with persons of Partner's organization and contractual partners, who may need these secrets and information during their activity to reach a special goal, and who are also obliged to secrecy such like Partner himself (see furthermore as business partners). Customer's business secrets and confidential information have to be treated with secrecy and they have to be managed so carefully as Partner's own confidential information, but at least with reasonable care. Customer's business secrets and confidential information cannot be noticed or delivered to third party without Customer's preliminary permission (except the business partners). If the preliminary written permission has been given by Customer, third party has to be regarded as authorized secrecy holder.
53. Partner is obliged to inform Customer immediately, if he is brought to knowledge of unauthorized possessing, using or knowing of business secrets or confidential information, or if he knows about existence of materials, which contain business secret and confidential information.
54. If Customer's business secrets, confidential information will be published by breaking of secrecy, and their publishing can be led back to Partner (or to direct or indirect secrecy breakings committed by persons acting for him), Partner is obliged to do all reasonable efforts co-operating with Customer, to impede using, selling, spreading or forwarding of the information. Customer's other rights are not affected by this.

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55. Partner has full liability for any kind of breaking of his secrecy obligation, for damages, if they have occurred due to the secrecy breaking. Partner's liability affects damages or secret violating caused, committed by his employees, business partners and authorized secret holders.
56. Customer or affected third party reserve all kind of right for their business secrets, confidential information, including intellectual property, too.
57. Partner accepts and acknowledges that it has to be regarded as secrecy breaking, if the information protected by secrecy will be told or delivered via internet, or made accessible to third person.
58. The obligations defined in the secrecy clause will be enforced from the day of the undersigning and remain valid for unlimited time.
59. The secrecy clause cannot be withdrawn, refused or abolished by Partner one-sided.
60. On Customer's written demand, Partner is obliged to give back or to destroy (after Customer's wish) hard copies of confidential information and business secrets possessed by him, if the execution can be carried out reasonably.
61. If Partner is obliged in judicial, arbitrary or administrative proceedings to detect business secrets, confidential information, on information, which Customer has exclusive rights on, Partner has to take all reasonable measurements and efforts, to notify Customer as soon as possible, both orally and in written form, presumed, that this notification cannot be interpreted as if Partner should or should not do something which in his opinion violated law or was in contradiction to decisions of courts or authorities.
62. Partner co-operates with Customer, and provides all kind of aid to him, to achieve, that Customer's business secrets, confidential information will be managed closed (if it is possible).
63. Partner is not entitled to alienate this secrecy clause and its options and obligations without Customer's preliminary permission. Without reason, Customer cannot deny or retard the granting of the preliminary permission.

#### X. Maintaining relationship

64. Parties hereby authorize their predefined contact persons, to make legal statements with regard to the preparing and delivering of the contract. With regard to a given contract, only these predefined contact persons are authorized to maintain the relationships. Furthermore, they are exclusively authorized to make legal statements with regard to the contract delivery, and statements of this kind can be told only to them.

#### XI. Disclaiming rights

65. When the contract has been ceased, Parties have to make a final account. During this act, Partner's every not enforced claims have to be regarded as if Partner had resigned from the enforcement of a claim, unless if Partner expressed his prejudice to other rights in written form.

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## XII. Choose of jurisdiction

66. Parties exclusively use the Hungarian material law and rules of procedure in his legal relationship. The Vienna Convention on International Sale of Goods will be hereby excluded. International law and the jurisdiction of the European Union are as far to be applied for the relationship of parties, as far they are to be applied in Hungary directly or they have been already implanted into the Hungarian legal system. Beyond this restrictions, the application of these rules will be excluded by Parties.
67. Parties try to settle an kind of legal disputes out of courts, through negotiations with each other. If these would be not effective, parties appoint the exclusive competence – according to the Hungarian procedure law – of the District Court Pécs, City Court Pécs, and the Regional Court Pécs.

## XIII. Mixed provisions

68. During contract delivery, Partner is obliged to follow all relevant legal prescriptions, professional instructions, Customer's instruction of Informatics Safety, Fire protection, Work protection, further his Environment protection order. Partner has to follow the parking provisions enforced on Customer's area, and he is obliged to follow the instructions of Customer's security staff.
69. In questions not affected by the GTC, Hungary's legal acts, especially the provisions of the Civil Law Book are to be followed.
70. Customer is entitled, to modify the GTC any time, one-sided. Modifications do not affect already existing contracts, unless parties express a different wish.

## XIV. Enforcement, access

71. The present GTC are from the .... February 2017 in force and are valid until revocation.
72. Partner have access to the present GTC on Customer's internet site. If it is by any reason impossible, Partner is entitled, by giving the reasons of hindering, to ask Customer for making the GTC accessible to him. If Partner did not ask Customer for making the GTC accessible to him, he cannot appeal on ignorance of the content of GTC.
73. Official language of the GTC is Hungarian. In case of interpretation of the provisions of the GTC, the interpretation rules for the Hungarian language have to be applied.

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HONSA Ltd for Parts trade  
Registered by the Registry Court Pécs under Cg.: 02 -09 – 066782  
Founded in 10. 12. 1999.

Seat: 20 Üszögi utca, 7630 Pécs

Tax number: 11950679202

Bank account:

Executive manager

**HONSA KFT**  
7630 Pécs, Üszögi u. 20.  
Adószám: 11950679-2-02

Andreas Koller

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