MaxicontRail Enterprise and Trading Limited Liability Company
GENERAL TERMS AND CONDITIONS
for supply contracts/orders
in case of MaxicontRail Ltd as Customer
GTC – 2026.

Unless agreed otherwise in writing by the Parties (hereinafter referred to as the Parties), these General Terms and Conditions (hereinafter referred to as GTC) of MaxicontRail Kft (hereinafter referred to as the Customer) shall apply to all supply contracts/orders (hereinafter referred to as Supply Contract/Order) concluded by Customer MaxicontRail Kft with the Supplier (hereinafter referred to as the Supplier).
In the course of the performance of the Contract/Order, the Parties expressly exclude the application of the Supplier's general terms and conditions or any of its clauses.
The GTC shall constitute part of the Supply Contract/Order and handled together therewith. In case any inconsistency exists between the text of the Supply Contract/Order and these GTC, the provisions of the Supply Contract/Order shall prevail.

1. DATE OF SUPPLY

The Supplier shall deliver the quantity of Goods specified in the Supply Contract/Order to the Customer on the date specified in the Supply Contract/Order. The quantity of goods specified in the Supply Contract/Order is both the maximum and the minimum quantity to be delivered, in comparison of with the Supplier may deliver neither more nor less on contractual basis.

2. LOCATION OF PERFORMANCE

As a general rule, Supplier shall hand over the ordered goods at the Customer's registered office or at another location designated by the Customer.
If the Parties agree that the Supplier delivers the goods to the Customer at its own site, the location of quantitative and qualitative inspection shall also be the site of the Supplier. During the period of inspection, the Supplier shall keep the delivered goods in proper condition without extra charge, and shall be liable for any damages occurred due to any cause beyond the Customer's control during that period.

3. DELIVERY, HANDOVER

The Supplier shall deliver the goods in appropriate packaging suitable for preserving the integrity and condition of the goods both during transportation and storage.
The Supplier shall act in accordance with and in fulfilment of the manufacturer’s possible instructions regarding delivery. The Supplier shall be liable without limitation for any damage caused by the breach of such instructions.
The Supplier shall hand over the delivered goods to the Customer in appropriate and intact packaging.

The **certificate/attestation of quality and conformity** issued in accordance with the currently valid and effective European/international and Hungarian legal regulations shall be handed over to the Customer's representative together with the delivered product. The goods shall be furnished with additional **quality clearance as well**, as in cases stipulated by legal regulations (e.g. safety data sheet in case of chemical products or the manufacturer’s performance certificate for goods in product group listed in Annex 1 of Government Decree 275/2013. (VII.16.) on the detailed regulations of the design and installation of building products and, hereby, the certification of performance in accordance with Article 5 of the Decree. The Customer is not obliged to accept the goods without the appropriate quality certificate of the relevant goods. The Supplier shall not be relieved of its liability in the possible event of defective performance even if the Customer takes over the goods without quality certificate. If the packaging of the delivered goods is damaged when the goods are handed over, the representatives of the Supplier and the Customer shall draw up a protocol in which they record the fact and nature of damage. In this case (at the time of quality acceptance), the Customer shall also check whether the damage to the packaging has affected the quality of the delivered goods.
Upon prior notification to the Customer, the Supplier is entitled to use a carrier for the performance of the Supply Contract/Order. The carrier's charges and the cost of transport shall be borne by the Supplier, which may not be enforced against the Customer.
In case a carrier is used, the Supplier shall be liable to the Customer for any damage caused by the carrier.
In case of a delay or damage caused by the carrier, the Customer shall take the necessary measures to enforce claim against the carrier, acting in accordance with the regulations of transport performed with the carrier’s participation and immediately notify the Supplier thereof.

4. QUANTITY AND QUALITY ACCEPTANCE

Upon receipt of the delivered goods, the Customer shall commence quantity and quality inspection immediately, but no later than eight days subsequent to the acceptance of good and continue to carry out the inspection during the required period.
If the Customer detects quality and quantity defect at the time of acceptance, the Customer shall include the defect in a protocol and immediately notify the Supplier thereof by forwarding the protocol.
Any inaccurate indication of the Customer's claim against the Supplier may be corrected subsequently.
In case the Supplier does not agree with the contents of the protocol, the Supplier shall indicate its objection in the protocol and forward it to the Customer within 3 days. Failing that, the Supplier may not object the contents of the protocol subsequently.
The Supplier is entitled to initiate site inspection within 3 days of receiving the protocol in order to let the Parties jointly verify the shortages recorded in the protocol.
If a site inspection is carried out at a date agreed by the Supplier and the Customer, the inspection result and the agreement shall be recorded by the Parties in a joint protocol valid only if the signature of both Parties are included thereon. If the parties fail to reach an agreement in respect of the identified shortages, the rules on dispute settlement shall apply.

5. INVOICING, SUBMISSION AND SETTLEMENT OF INVOICES

The e-invoice shall be issued in the name of the Customer and forwarded to the email address szamlazas@maxicontrail.hu, in absence of e-invoice, one copy of the invoice shall be forwarded to the Customer's postal address (H-1134 Budapest, Róbert Károly krt. 54-58.).
The Supplier shall attach a performance certificate to the invoice duly signed by the Customer or a delivery note certified by the Customer including the order number, whereas, in case of summary invoice or payment by instalments or fixed-term settlement, the relevant bilateral agreement.
For the supply of goods subject to reverse VAT, the Supplier shall raise its invoice to the Customer in reverse pursuant to Article 142 of Act CXXVII of 2007, and therefore the transferred tax or percentage for that part may not be included in the invoice. Pursuant to Article 55 and 56 of Act CXXVII of 2007 on value added tax, the performance date on the submitted invoice shall be identical to the date of actual performance. The Customer shall pay the equivalent of the invoice by bank transfer to the Supplier's bank account indicated in the invoice within 42 days of receiving the invoice by the Customer.

For the settlement of invoice on deadline, it is a prerequisite that the invoice shall:

- contain the contract/order number and the administrator managing the contract/order,
- comply with the effective legal requirements,
- contain the TESZOR number in compliance with the content of the contract/order,
- contains the customs tariff number of the product,
- include the annexed quality documents of the product, the original performance certificate signed by the Customer's contact person or the delivery note certified by the Customer, including the order number, or the relevant bilateral agreement in case of a summary invoice, payment by instalments or fixed-term settlement.

If the payment deadline falls on a day-off, bank holiday or public holiday, the payment deadline expires on the next workday.
If the invoice is not submitted in accordance with the contract or if the Supplier fails to forward the quality certificate(s) referred to in point 3 to the Customer either at the time of delivery or later (by the date of receiving the invoice), the Customer is entitled to return the invoice with unfulfilled performance without any legal consequences of late payment.
Interest on late payments for reasons attributable to the Customer is equivalent with the prime rate valid on the first day of the calendar half-year involved in the delay and covers the entire period of the given calendar half-year. If the Customer exculpates his delay, it shall not be liable to pay default interest.
The Customer is also entitled to set off any outstanding and unexpired claim against the Supplier for any legal reason whatsoever by its unilateral written declaration to this effect.

6. Delay of the Parties

If the Customer fails to settle the duly issued and submitted invoice on deadline, the Customer shall pay default interest as stipulated in point 5.
If the Supplier fails to deliver the Goods on the date specified in the Supply Contract/Order, the Supplier shall pay to the Customer a penalty for delayed delivery at the rate specified in these GTC until the acceptance date of all Goods by the Customer (actual delivery).
If the Customer fails to accept the delivery of the Goods at the time agreed by the Parties without justification or fails to take the required measures to do so, the Supplier shall not be liable for the failure to fulfil the delivery date specified in the Supply Contract/Order.
If the Supplier's delay exceeds 10 days, the Customer may withdraw from or terminate the Supply Contract/Order and the Customer will be entitled to claim for proven damages in addition to the amount of the failure penalty including direct and consequential damages.
The Parties stipulate that the restrictions imposed due to the well-known pandemic COVID19 do not affect the performance of the contractual tasks, and therefore the Supplier is not entitled to refer to them as Force Majeure.

7. Incorrect performance

The Supplier performs defectively if, at the time of delivery, the quantity or quality of the goods delivered fails to fulfil the quantity and quality specified in the Supply Contract/Order, or if the quality of the delivered goods does not meet the requirements specified in the relevant standard or in any other legal regulation.
If defective performance occurs, in the event of quantitative defect, the Supplier shall, at the Customer's requirements, supplement the deficient goods in the shortest possible time; in the event of quality defect, repair the defective goods within a reasonable period if possible and without reducing the value and applicability of the delivered products or otherwise replace them.

In case of defective performance, the Supplier shall pay the penalty for defective performance set out in these GTC to the Customer. The Supplier shall compensate the Customer for any proven damage incurred at the Customer in excess of the amount of the penalty.
The Supplier's liability for indemnity extends to both direct and consequential damages.
If the Supplier fails to supplement the deficient goods within reasonable period specified by the Customer or fails to repair or replace the defective goods on deadline in case of defective performance, the Customer may terminate the Supply Contract/Order (or withdraw from ordering) and, in addition to claiming failure penalty, the Customer is entitled to obtain the missing or defective Goods from a third party and claim compensation for proven damages in excess of the penalty.

8. Assurance, warranty

The Supplier shall undertake warranty of title and guarantee of requisites under the provisions of the Civil Code.
In this context, the Supplier warrants that no third party has any right in respect of the delivered

goods which restricts or prevents the Customer from acquiring unencumbered ownership of the goods or from possessing or using them.
Furthermore, Supplier warrants that the goods delivered comply with the requirements set out in the Delivery Order. The Supplier shall assume responsibility in the circle of guarantee of requisites in accordance with the provisions of the Civil Code, these GTC and the Delivery Order. The duration of the warranty is 12 months starting on the date of delivery handover-takeover, or, in case of warranty prescribed by legal regulation, the period stipulated in the statutory guarantee (if longer).

9. LIABILITY

The Supplier shall be liable without limitation for causing any damage to the Customer by defective or delayed performance or otherwise. The Supplier's liability extends to both direct and consequential damages.
The Supplier declares that the Supplier has become aware of and acknowledged the consequences of possible breach of the contract as well as the damages and their extent resulting from such a breach.
The Supplier shall be liable for any adverse changes in the goods, their condition and applicability for the entire period of delivery as well as as entire period of custody and storage of the delivered goods at the Supplier's premises.
If the Supplier uses a carrier for performance, the Supplier shall be liable for any damage caused by the carrier in accordance with point 3.

10. WITHDRAWAL, TERMINATION

The Customer may withdraw from the Delivery Order without justification prior to the offer of performance, and in case the Supplier is obliged to perform the Delivery Order in instalments subsequent to the offer of performance, the Customer may terminate the Delivery Order without justification in respect of the instalments not offered yet, however the Customer shall compensate the Supplier for any proven damage. The Customer's liability for damages may not exceed the purchase price specified in the Delivery Order.
If the Customer exercises its right of withdrawal or termination in the event of breach of order, no liability of the Customer exists for compensating any costs or damages to the Supplier. In this case, the Customer is also entitled to enforce claim for penalty and damages from the Supplier in accordance with these GTC in addition to exercising the right of withdrawal or termination.

11. PENALTY

11.1 The Supplier shall pay a penalty in cases specified in these GTC.

11.2 The Supplier shall pay late performance penalty in case of the late performance of the deadline specified in the Delivery Order. The penalty shall be based on the total net value of the Delivery Order and amount to 1 % (but maximum 20%) of the basis of the late performance penalty for each commenced day of the delay. The payment of the penalty stipulated for late performance does not relieve the Supplier of performance.

11.3 In the event of defective performance, the Supplier shall pay a penalty of 10% calculated after the total net value of the Delivery Order as a basis of penalty. The Customer is entitled to enforce assurance and indemnity claims even in case of penalty for defective performance.

11.4 The Supplier is liable for penalty in the event of impossibility or failure (except in case of force majeure) or refusal of performance by the Supplier without justified cause. The basis of penalty for impossibility is the total net value of the Delivery Order, at a rate of 20%.

11.5 The Customer may also enforce a proven claim for damages against the Supplier in excess of the penalty and enforce other claims resulting from performance different from the Order.

11.6 In the event of the breach of trade secret in accordance with point 15, the Supplier shall pay a penalty of HUF 3.000.000 to the Customer for each case.

11.7 The Customer may also enforce its claim for penalty against the Supplier by deducting the amount of the penalty from the invoice amount at the time of settling the invoice issued by the Supplier.

12. TRANSFER OF OWNERSHIP AND RISK OF DAMAGE

The ownership of the delivered goods shall be transferred to the Customer upon payment of the purchase price by the Customer in accordance with the Delivery Order. Upon the handover of the delivered goods, the Customer shall become entitled to take the possession and use of the delivered goods, or – if the Customer has not procured them for its own use, but rather (in particular but not exclusively) for resale – to install, resell, deploy or use in any other way.

The risk of damage to the Goods shall be transferred to the Customer upon the handover of the Goods to the Customer, irrespective of whether the delivery takes place at the Customer's premises, at another location designated by the Customer or at the Supplier's site.
In order to avoid any misunderstanding, in the event of using a carrier, the risk of damage shall be transferred to the Customer upon delivery of the goods by the carrier.

13. INSURANCE

The Supplier shall possess insurance to cover direct and consequential damage to the delivered goods or caused to the Customer or any other third parties.

14. OBLIGATIONS OF THE PARTIES

The Supplier's obligations resulting from the Delivery Order shall include (but not be limited to) the delivery, handover and (if necessary) the custody of the goods specified in the Delivery Order as well as the warranty of title and guarantee of requisites in respect of the delivered goods. The Customer's obligations resulting from the Delivery Order shall include (but not be limited to) the payment of the purchase price and the acceptance of the delivered Goods in accordance with the Order.
For the performance of the Delivery Order, the Parties shall act in mutual cooperation with each other in a manner generally expectable in the given circumstance.

The Customer is entitled to forward a written notice to the Supplier for the performance of the Supplier's obligations, which interrupts the limitation period.

15. TRADE SECRET

The Parties agree to treat any information confidential that they have become aware of in connection with this order qualified as a trade secret and not to disclose it to unauthorized third parties.
A trade secret is a secret fact, information or any data and the compilation thereof related to an economic activity and which are not generally known or readily accessible to the persons performing the related economic activity, and which therefore have a pecuniary value, and for maintaining the confidentiality of which the right-holder of the secret engages in a conduct generally expectable in the given circumstance. The Supplier shall preserve any business secrets and other confidential information of which it becomes aware in connection with the Customer's operations in full and at all times, and shall take the required measures to ensure that they are kept confidential towards its employees concerned and third parties involved in the performance of the task.

Neither Party shall be under any obligation of confidentiality if the disclosure of trade secrets is based on a mandatory provision of law or a final decision of a court, arbitration tribunal or public authority, and furthermore either Party is entitled to use the content of the Delivery Order and any other agreement between the Parties as evidence in court, arbitration or public authority proceedings if the subject matter of such proceedings is related to such agreements.

In case of a breach of the right to trade secrets, the right-holder may enforce the sanctions stipulated in Section (1) of Article 7 of Act LIV of 2018 on the Protection of Trade Secrets against the other Party, and the Party breaching the obligation of confidentiality shall be liable to pay general compensation for financial damages and general tort for non-financial damages caused by the breach of the obligation of confidentiality.

16. NOTIFICATIONS

Any notification between the Contracting Parties in relation to the Delivery Order shall be made in writing (in the form of registered letter or e-mail).
The notification will take effect from the date of handover or the date specified in the notice (whichever is later).
The notification addresses are included in the Delivery Order. Unless otherwise specified in the Delivery Order, the postal address of the registered office of the Party indicated in the Delivery Order as postal address shall be considered address of notification. Notification sent to this address and the contents thereof shall be deemed legally binding even if the Party changes its address or fails to reside at this address and fails to notify the other Party thereof.
Unless proved otherwise, written notice shall be considered fulfilled on the following dates:

- at the time of receipt in case of postal mail with acknowledgement of receipt or if delivered personally,
- on the fifth day after the date of the postmark for registered mail,
- on the day of acknowledgment in case of forwarding by e-mail and acknowledged by the recipient. Notification in e-mail may not be considered legally effective in absence of

acknowledgment.

Declarations and notices forwarded to the delivery address(es) indicated in the Delivery Order are considered delivered even if returned to the sender by the postal service with the indication "addressee unknown" or "not sought" or "refused receipt". In such cases, the mail shall be deemed to have been delivered on the fifth working day following the date of the second attempt of delivery.

17. DISPUTE RESOLUTION, INVALIDITY

The Parties agree that they attempt to settle their dispute in connection with the Delivery Order primarily via amicable, conciliatory negotiations. If this fails to lead to a favourable result within 30 days of the start of the negotiations of reconciliation, they shall thereafter proceed as follows. For the settlement of any dispute arising from or in connection with the Order, and, in particular, in relation to its breach, termination, validity or interpretation, the Parties shall exclude recourse to the state courts and submit to the exclusive and final decision of the Permanent Court of Arbitration (Commercial Arbitration Court of Budapest) operating besides the Hungarian Chamber of Commerce and Industry on the stipulation that the Arbitration Court shall act in accordance with its own Rules of Procedure (supplemented by the provisions of the Sub-Rules on Expedited Procedure), the number of arbitrators shall be three and Hungarian language shall be used during the proceedings. The Parties shall exclude the possibility of the renewal of proceedings specified in Chapter IX of Act LX of 2017 on Arbitration. The substantive law applicable to the resolution of the legal dispute shall be the Hungarian law excluding its regulations on private international law.

In issues not regulated in the Delivery Order and the GTC, the provisions of the Civil Code shall apply.

If any of the provisions of these GTC or the Delivery Order is invalid, it shall not affect the validity of the other provisions of the GTC or the Delivery Order; they shall remain in force in unchanged form.

18. CONTRACT/ORDER

In case no individual contract is concluded between the Supplier and the Customer, but the Customer orders the goods from the Supplier by means of purchase order, the purchase order and these GTC shall jointly apply. In this case, the provisions of these GTC relating to the Supply Contract shall be applied to the Order mutatis mutandis.

19. DATA PROCESSING

The Parties agree that the personal data (name, organisational unit, position, telephone number, e-mail address) of their natural person employees, company representatives, stakeholders (hereinafter jointly referred to as "Stakeholders") shall be disclosed to the other party in connection with the Order in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) during the conclusion and performance of the Contract.

Every Party acts as data controller in respect of its own Stakeholder and the other Party acts as recipient in respect of the Data Controller Party's Stakeholder.

The Contracting Parties mutually inform each other that they shall process the personal data of the Stakeholders disclosed in connection with the Order (of which they have become aware of as recipients) in accordance with the principles of the GDPR Regulation both before and during the execution of the Order, for the purposes of document registration, invoice management and the registration of the contact details of business partners at the organisational unit level. The legal basis of data processing is the legitimate interest of the Contracting Parties. The Contracting Parties shall make the data available to each other.

20. ENTRY INTO FORCE OF THE ORDER

The Delivery Order shall become valid and effective with the official signature of the Customer and the official signature of the Supplier on the confirmation of the Delivery Order and remain in force until the subject matter of the Delivery Order is completelty fulfilled.

The Parties declare that the present GTC and the Delivery Order comprehensively regulate the agreement concluded between the Parties, include all the terms and conditions of the agreement between the Parties and render any prior oral consultation or any written agreement or statement formerly concluded or formulated in this subject ineffective, unless expressly listed in the Delivery Order.

The Parties expressly stipulate that they intend to deviate form the provisions of Section 5 of Article 6:63 of the Civil Code, and the provisions therein shall not apply in respect of the present legal relationship. Accordingly, the Delivery Order shall not include any customary practices which the Parties may have agreed upon in their previous business relationship or any practice they may have established between each other. Furthermore, the Parties stipulate that the Delivery Order shall not include customary practices which are widely known and regularly used by the parties of similar order in the relevant business sector.

The regulations of the Electronic Public Road Trade Control System (EKÁER) constitutes an integral part of these GTC as Annex no. 1.

Annex no. 1:

Electronic Public Road Trade Control System (EKÁER)

A.) <u>FOR PROCUREMENTS INSIDE THE EU</u> :

a) <u>If the transport of the goods during the performance of the Contract/Order/Draw down is subject to the provisions of Article 113 of Act CL of 2017 on the Rules of Taxation and the related PM Decree 13/2020 (XII. 23.), the Supplier shall specify the following items (procurement of EKAER-obligation):</u>

- Details of the sender (name, tax identification number)
- Loading address
- Name of consignee and address of unloading (acceptance)
- Vehicle registration number of the vehicle used for transport (by the commencement of the transport of the product at the latest)"
- in case of a product subject to registration
  a) its general (trade) designation,
  b) its customs tariff number up to 8 digits in accordance with the text of Council Regulation (EEC) No 2658/87 of 23 July 1987 on the Tariff and Statistical Nomenclature and on the Common Customs Tariff in force at the time of notification,
  c) the gross mass (in kg) related to the product descriptions (items),
  d) its equivalent without tax, or, in case of road transport of other purposes, the procurement price (without tax) belonging to each product description (item), or the purchase price of a similar product (without tax), or, in absence of such a price, the production value without tax,
  e) – in case of the transport of dangerous products – the "dangerous goods identification number" (UN number),
  f) – depending on the taxpayer's decision used by the taxpayer, for the easier product identification – the article number of the product,

- in case of activities involving road transport in accordance with Point a) and b) of Section (1) of Article 2 of PM Decree 13/2020 (XII. 23.) – whether road transport was carried out for the purpose of the sale of goods, purchase of goods, hired work or for other purposes, and
- combined (intermodal) transport;
- In case of road transport from dispatch address in another member state of the European Union to a domestic address of acceptance, the date of arrival at the unloading (acceptance) address of the vehicle used for the transport of the product, or, in case of several domestic unloading (acceptance) addresses, the date of arrival at the last unloading (acceptance) address in the queue on the third working day subsequent to the arrival of the vehicle transporting the product to the unloading (acceptance) address at the latest, but within the validity period of the EKAER number;

- In case of road transport from domestic dispatch address to an address of acceptance in another member state of the European Union, the date of the commencement of transport, in case of several loading addresses, the date of the commencement of transport from the first loading address in the queue at the time of transport commencement but within the validity period of the EKAER number;
- In case of road transport from domestic dispatch address to a domestic address of acceptance, the date of arrival at the unloading (acceptance) address of the vehicle used for the transport of the product, or, in case of several domestic unloading (acceptance) addresses, the date of arrival at the last unloading (acceptance) address in the queue on the third working day subsequent to the arrival of the vehicle transporting the product to the unloading (acceptance) address at the latest, but within the validity period of the EKAER number;
- The Supplier (the carrier engaged by the Supplier) shall indicate the EKÁER number on the consignment note or the accompanying documentation (point CMR 13), based on the notification of the Customer.

The Customer shall apply for and notify the EKAER number to the Supplier based upon the above data supply in order to enable the Supplier to indicate the EKAER number on the consignment note or the accompanying documentation.

b) If the transport of the goods during the performance of the Contract/Order/Draw down is not subject to the provisions of Article 113 of Act CL of 2017 on the Rules of Taxation and the related PM Decree 13/2020 (XII. 23.) (procurement of non-EKAER obligation), the Supplier (the carrier engaged by Supplier) shall attach the following text to the consignment note or the accompanying documentation (CMR item 5):

"A consignment is exempted from the obligation of EKÁER notification because it is road transport activity involving the transport of goods subject to notification, with a value not exceeding HUF 1 million and a gross weight not exceeding five hundred kilograms, from the same consignor to the same consignee and using the same vehicle, within the framework of a single transport operation, pursuant to point i) of Article 4 of PM Decree 13/2020 (23.XII.)."

B.) IN CASE OF THE PROCUREMENT OF DOMESTIC PRODUCT:

a) If the Supplier carries out the transport or the commissioning of the transport of the goods in the course of the performance of the Contract/Order/Draw down, the Supplier shall be responsible for the EKAER reporting obligation.

b) If the Customer transports or commissions the transport of the ordered goods, the Supplier is exempted from the obligations mentioned above, and the Customer shall apply for and close an EKAER number.

If the Buyer fails to fulfil the performance of its obligations stipulated in point A or B.b) or

any other obligations stipulated in the relevant effective legal regulations, or fulfils them late or defectively and thereby causes damage to the Customer, the Customer shall fully compensate the damage.

Other provisions:

The parties agree that EKAER data supply will be provided in writing via e-mail.