

General Terms and Conditions of SEMATIC HUNGÁRIA Kft. ("SEMATIC")



I. Applicability

The following terms and conditions shall apply for the sale of goods, the performance of work as well as for the supply of other deliverables by SEMATIC towards:

1. a person or partnership with legal capacity acting in the exercise of its commercial or independent professional activity (entrepreneur) when concluding the contract;
2. legal entities under public law or a special fund under public law.

II. General

1. All deliveries and services are based on these terms and conditions, as well as on any separate contractual agreements. **Deviating terms and conditions of purchase on the part of the Purchaser shall not become part of the contract, even upon acceptance of the order, or if the deviation is in non-essential issues only.** In the absence of a deviating individual agreement, a contract shall be concluded with SEMATIC's written confirmation.
2. SEMATIC reserves the property rights and copyrights to samples, cost estimates, drawings and the like, information, physical and non-physical in nature - also in electronic form; they may not be made accessible to third parties.
3. The present General Terms and Conditions and the separate agreement between the Parties include the entire agreement. **Former practices, customs or agreements between the parties, further the practices and customs acknowledged in the given sector do not become part of the contract. The Purchaser declares that it studied and interpreted the clauses of this General Terms and Conditions and explicitly accepts the conditions, especially those marked with bold.**

III. Price, payment, financial situation of the Purchaser

1. In the absence of a deviating individual agreement, prices shall be ex works, including loading at the plant, but excluding packaging and unloading. Value added tax applicable at the respective statutory rate shall be added to the prices. **In the event of significant price increases by suppliers of raw materials, subcomponents or logistics, SEMATIC reserves the right to increase the prices accordingly for goods that have already been ordered.**
2. In the absence of a deviating individual agreement, payment shall be made without any deduction, i.e. the total amount is due without deductions as soon as the Purchaser has been informed that the main parts are ready for collection.
3. **The Purchaser shall only have the right to withhold payments or offset them against counterclaims to the extent that his counterclaims are undisputed or have been finally determined by a court of law.**
4. **Ongoing insolvency or bankruptcy proceedings against the Purchaser's assets entitles SEMATIC to withdraw from the contract and to demand the immediate return of the delivery item.**
5. **In case of Purchaser's threatening inability to pay, SEMATIC shall be entitled to demand immediate payment instead of the agreed payments at any time, to claim ownership of the delivery item, to remove it, to suspend deliveries or to withdraw from the contract. The right to claim for damages shall remain unaffected.**

IV. Delivery periods and dates, delay in delivery

1. Deliveries are made EXW in accordance with Incoterms 2010 from the respective company of SEMATIC or from another place as designated by SEMATIC, unless expressly agreed otherwise.
2. **Delivery periods and dates shall be individually agreed. They are non-binding, unless they are expressly specified as binding in the individual contract.** Delivery deadlines shall commence upon conclusion of the contract, unless expressly agreed otherwise. However, **delivery deadlines shall not commence until all commercial and technical questions between the parties to the contract have been clarified and the Purchaser has fulfilled all cooperation obligations incumbent upon him, such as the provision of the necessary official certificates or permits, and, to the extent that advance payment has been agreed, not before receipt of the agreed payment by SEMATIC.** This does not apply when SEMATIC is responsible for the delay.
3. **Subsequent changes to the contract may result in an extension of the agreed delivery deadlines and a postponement of the delivery dates.**
4. Compliance with the delivery deadlines and dates shall be subject to the correct and punctual delivery to SEMATIC on the part of SEMATIC's own suppliers.
5. SEMATIC shall make the delivery item available for collection by the Purchaser at the contractually-agreed place of delivery before expiry of the respective delivery deadline and inform the Purchaser accordingly. The Purchaser shall collect the delivery item at the contractually agreed place and date of delivery. Deviating agreements are reserved.
6. If the delivery of the delivery item is delayed for reasons for which the Purchaser is responsible, the costs incurred as a result of the delay shall be charged to the Purchaser.
7. If non-compliance with the delivery periods and dates is due to force majeure, industrial disputes or other events beyond SEMATIC's control, the delivery periods shall be extended and the delivery dates postponed accordingly. SEMATIC shall inform the Purchaser of the beginning and end of such circumstances as soon as possible.
8. The Purchaser can withdraw from the contract without setting a deadline if SEMATIC's entire performance becomes finally impossible before the transfer of risk. In addition, the Purchaser may withdraw from the contract if the execution of part of the delivery becomes impossible for an order and it has a justified interest in rejecting the partial delivery. If this is not the case, the Purchaser shall pay the contract price attributable to the partial delivery. If the impossibility occurs during the delay in acceptance or if the Purchaser is solely or predominantly responsible for these circumstances, it shall remain obliged to counter-performance.
9. If the Purchaser grants SEMATIC, who is in delivery delay, a reasonable period for performance and if this period is not observed, the Purchaser shall be entitled to withdraw from the contract within the framework of the statutory provisions. Further claims arising from delay in delivery shall be governed exclusively by Section VIII.2 of these Terms and Conditions.

V. Transfer of Risk, Default of Acceptance, Partial Deliveries

1. The risk of accidental loss and accidental deterioration of the delivery item shall pass to the Purchaser upon delivery. When the delivery item is to be accepted by the Purchaser in accordance with the contractual agreement and the type of order, acceptance shall be decisive for the transfer of the risk in cases of accidental loss and accidental deterioration of the delivery item. For the rest, the statutory provisions of the law governing contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. Delivery or acceptance shall be deemed to have taken place if the Purchaser is in default of acceptance.
2. The Purchaser shall be in default of acceptance if he does not collect the delivery item on the bindingly-agreed delivery date or, in the case of contractually-agreed acceptance, does not accept the delivery item despite readiness for acceptance. In the case of non-binding delivery periods or dates, SEMATIC can inform the Purchaser within a period of two weeks that the delivery item is ready for collection and/or, in the case of contractually-agreed acceptance, that the items are ready for acceptance; if the customer does not collect and/or take delivery of the goods upon expiry of the period, he shall be in default of acceptance.
3. If the Purchaser is in default of acceptance, if he fails to cooperate or if SEMATIC delays delivery for other reasons for which the Purchaser is responsible, SEMATIC shall be entitled to demand compensation for the resulting damage and for any additional expenses incurred (e.g. storage costs). **SEMATIC will charge the Purchaser additional expenses of EUR 15.00 per square metre and per month for any storage costs incurred for the above-mentioned reasons as penalty payment.**
4. SEMATIC shall be entitled to make partial deliveries that their acceptance is not unreasonable for the Purchaser, and in particular when the delivery of the remaining ordered delivery item is secured and the Purchaser does not incur any considerable additional expenditure or costs as a result of this (unless SEMATIC declares its willingness to bear these costs).
5. SEMATIC undertakes to take out the insurances as required by the Purchaser at the Purchaser's expense. SEMATIC is entitled to demand the corresponding insurance premiums from the Purchaser in advance.

VI. Retention of title, insurance

1. **SEMATIC retains its title to the delivery item until receipt of the purchase price of the delivery item.**
2. In case of resale, combination or processing, Parties agree as follows.
 - a) In the event of combination and processing, Purchaser acts on SEMATIC'S behalf and therefore SEMATIC acquires ownership on the combined or processed item. SEMATIC acquires indirect possession and all rights resulting therefrom. The Purchaser further already now assigns the claims arising from contracts, in particular contracts for work and services, which he receives upon loss of ownership, even if these are not yet due.
 - b) When the goods delivered by SEMATIC are resold to Purchaser's contractual partner, SEMATIC gives its consent to the resale upon the condition that the Purchaser informs its contractual partner about the retention of title. The Purchaser hereby assigns all claims acquired by him as a result of the resale to SEMATIC.
3. The Purchaser is obliged, upon request, to provide complete and exhaustive information on the whereabouts of the goods that were delivered subject to retention of title, the type of possible loss of SEMATIC's title, the claims acquired thereby and the person of the third party.
4. Upon receipt of the claims by the Purchaser, the latter shall be obliged to fulfil SEMATIC's claims arising therefrom immediately. Upon request, the Purchaser shall be obliged to hand over a written declaration of assignment to SEMATIC. SEMATIC is entitled to disclose the assignment. Further, upon request of SEMATIC, the Purchaser shall provide its contractual party with an instruction of performance in accordance with 6:198 of the Hungarian Civil Code.
5. Any assignment of claims, as far as they originate from deliveries of goods obtained from SEMATIC to third parties, in particular for the purpose of obtaining credit, is excluded. The Purchaser is obliged to inform SEMATIC immediately of any seizures or other restrictions pertaining to SEMATIC's ownership. A breach of this obligation shall render the Purchaser liable for damages. The consequences pursuant to Section III.5 shall apply. Any intervention costs incurred shall be borne by the Purchaser.
6. The Purchaser must insure the delivery item against transport, fire, theft, and water damage from the time it is handed over to the final transfer of ownership and bear the costs thereof.

VII. Warranty

SEMATIC provides the following warranty for material defects and defects of title of the delivery to the exclusion of further claims - subject to Section VII.1:

1. **The Purchaser's rights in respect of defects presuppose that he inspects the delivery item on delivery in respect of quantity and quality (random inspection is not sufficient) and provides proper notice of defects immediately. Should the Purchaser not provide a proper notice of missing quantities or defects immediately, the delivery item qualifies as accepted and Purchaser loses its right to warranty unless there was a hidden defect which was not discoverable during inspection.**
2. Complaints must be made in writing with a specific indication of the defect. **SEMATIC must be notified in writing of incomplete deliveries and other recognizable defects immediately, but at the latest within one week after delivery; notification is to be made regarding hidden defects immediately and at the latest within one week after their discovery.** Acceptance and/or approval of the delivery item may not be refused for reason of insignificant defects. Claims arising from delayed notification of defects are excluded.
3. The costs for the inspection of the delivery item shall be borne by the Purchaser.
4. In the case of defective goods, **SEMATIC shall, at its own discretion,** provide subsequent performance by remedying the defect (subsequent improvement) or deliver a defect-free item (subsequent delivery).
5. After agreement with SEMATIC, the Purchaser must give SEMATIC the necessary time and opportunity to carry out all repairs and replacement deliveries that appear necessary. **Only in urgent cases, where operational safety is endangered, or so as to prevent disproportionately large damage, whereby SEMATIC is to be informed immediately of the intended remedying method and the estimated expenditure for remedying the defect - if possible in writing - and the remedying method is to be agreed with SEMATIC, the Purchaser shall have the right to remedy the defect himself or have it remedied by third parties, and then demand reimbursement of the necessary expenditure from SEMATIC.** The right of self-remedy does not exist if SEMATIC would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.
6. Of the costs arising from the repair or replacement delivery, SEMATIC shall bear - insofar as the complaint proves to be justified - the costs of the replacement part, including any agreed shipping costs.
7. Within the context of the statutory provisions, the Purchaser has a right to withdraw from the contract if SEMATIC - by taking into account the statutory exceptions - allows a reasonable period of time to remedy the defect or to make a subsequent delivery owing to a material defect to lapse fruitlessly. The Purchaser's right of withdrawal or the assertion of a claim for damages instead of the entire performance in the event of the existence of an insignificant defect that does not significantly impair the use of the delivery item is excluded.
8. SEMATIC shall only be liable for public statements, in particular in advertising, if SEMATIC has initiated them. **In such cases, it is only liable when the advertising actually influenced the purchase decision.**
9. Guarantees shall only be assumed by SEMATIC when a special agreement has been made. **Any reference to technical standards, e.g. DIN standards, serves only to describe the goods and does not constitute a guarantee.**
10. No warranty is assumed in particular in the following cases:
Unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent treatment, improper maintenance, unsuitable operating materials, defective construction work, unsuitable subsoil, chemical, electrochemical or electrical influences - insofar as SEMATIC is not responsible for them.
11. If the Purchaser or a third party carries out improper repairs, SEMATIC shall not be liable for the resulting consequences. The same shall apply to changes to the delivery item made without SEMATIC's prior written consent.
12. The limitation period for warranty rights shall be one year from delivery of the delivery item. However, this limitation shall not apply if (i) a defect has been fraudulently concealed or (ii) a guarantee has been given for the quality of the delivery item (in this respect, the guarantee regulation or limitation period resulting from the guarantee may apply). In the event of claims for damages, this limitation shall not apply in the following cases: (i) injury to human life, physical safety or health, (ii) wilful misconduct and (iii) gross negligence on the part of SEMATIC's officers or directors, and (iv) liability according to the provisions of the Hungarian Civil Code on product liability.

VIII. Liability

1. When the delivery item cannot be used by the Purchaser in accordance with the contract through the fault of SEMATIC as a result of the breach of contractual ancillary obligations, the provisions of Sections VII. and VIII. 2 et seq. shall apply accordingly to the exclusion of further claims by the Purchaser.
2. SEMATIC shall be liable irrespective of the type of breach of duty, including unlawful acts, when SEMATIC acted with intent.
3. **SEMATIC shall be liable for negligence and only up to the amount of the typical, foreseeable damage.**
4. The limitations of liability and exclusions in Sections VIII.2. and VIII.3. shall not apply to damages resulting from injury to life, body or health or in the event of fraudulent concealment of defects when SEMATIC acted with intent, or in the event of liability for claims based on the provisions of the Hungarian Civil Code on product liability.
5. Insofar as SEMATIC's liability is excluded or limited, this shall also apply to SEMATIC's employees, executives, representatives and vicarious agents.
6. SEMATIC's obligations based on quality or durability guarantees are not restricted by the provisions in Sections VIII.2. to VIII.5.

IX. Statute of limitations

All claims of the Purchaser - on whatever legal grounds - shall become statute-barred after 12 (twelve) months. Provisions in section VII.12. sentence 2 remain unaffected.

X. Applicable law, place of jurisdiction

1. Hungarian law, without application of the international private law rules, shall apply exclusively to all legal relationships between SEMATIC and the Purchaser. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
2. The place of jurisdiction shall be the court responsible for the registered office of SEMATIC. However, SEMATIC is entitled to file a lawsuit at the Purchaser's headquarters.
3. The Importer/Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation/Belarus or for use in the Russian Federation/Belarus any goods supplied under or in connection with the Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EC) No. 765/2006.
4. The Importer/Buyer shall undertake its best efforts to ensure that the purpose of paragraph 3 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
5. The Importer/Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 3.
6. Any violation of paragraphs 3, 4 or 5 shall constitute a material breach of an essential element of the Agreement, and the Exporter/Seller shall be entitled to seek appropriate remedies, including, but not limited to a) termination of the Agreement; and b) a penalty of 100% of the total value of the Agreement or price of the goods exported, whichever is higher.
7. The Importer/Buyer shall immediately inform the Exporter/Seller about any problems in applying paragraphs 3, 4 or 5, including any relevant activities by third parties that could frustrate the purpose of paragraph 3. The Importer/Buyer shall make available to the Exporter/Seller information concerning compliance with the obligations under paragraph 3, 4 and 5 within two weeks of the simple request of such information.