

## **GENERAL TERMS AND CONDITIONS**

### **for the sale of goods specified by type and quantity by PARTIUM '70 Zrt, as Seller, under a forward delivery sales contract**

1. Fulfillment by the Seller – i.e., the delivery of the goods to the Buyer (initiation of actual handover to the carrier) – shall take place at the time previously agreed upon by the parties, depending on the composition of the Seller's inventory. In the absence of an agreement on the exact time of handover to the carrier, the Seller shall notify the Buyer via email when the goods are ready for delivery.
2. The Buyer shall arrange for the collection and transportation of the goods at their own expense within 7 working days by concluding a transportation contract. At the Buyer's request, the Seller will arrange for the goods to be delivered (transported) to the specified delivery address for a reimbursement fee. In such case, the unit price of the goods specified in the offer includes the transportation cost.
3. Upon delivery to the delivery address – or in the event that the Buyer arranges transportation, upon handover of the goods to the carrier – the Buyer is obligated to ensure the proper quantitative and qualitative acceptance of the goods. Proper acceptance is deemed to have occurred when the waybill or delivery note used during transport is duly signed and stamped with the company's official seal. If the Buyer intends to provide the ordered goods to a third party, the Buyer must issue an original authorization (duly signed and stamped) to the receiving party, which must be handed over to the Seller's representative (carrier) at the time of delivery. In the event that proper acceptance fails due to the Buyer's fault, the Seller shall be entitled to transport the goods back to its own premises and charge the transportation cost to the Buyer.
4. The goods are transported in single-use packaging. The goods must be handled in accordance with the Seller's transportation and storage instructions. The Seller assumes no warranty or guarantee for any degradation in quality resulting from a breach of these handling instructions.
5. If the Buyer fails to collect or request delivery of the goods within 7 working days from the notice of readiness or from the agreed delivery deadline, or unjustifiably refuses to accept delivery arranged by the Seller, the Seller may charge a storage fee from the day following the expiry of the deadline (or refusal of receipt). The storage fee amounts to 0.15% of the net value of the goods per day + VAT, but no more than 40% + VAT. After 30 days from the start date of the storage fee obligation, the Seller is entitled to withdraw from the contract with immediate effect, freely dispose of the goods, and demand payment of the purchase price along with any other justified expenses from the Buyer, who shall be obliged to reimburse them.
6. The quality of the goods complies with the standards and specifications indicated in the Contract. The Buyer must report any quantitative or visually identifiable qualitative objections immediately upon receipt of the goods and must hand over a copy of the protocol containing the complaint to the carrier and send another copy to the Seller. In the case of quality objections not detectable by visual inspection, the parties shall consult at the Buyer's premises or at the storage location of the goods. If necessary, the disputed goods shall be transported to the Seller's premises for inspection by the Seller's quality control department.
7. The Buyer shall settle the Seller's invoice within the stated payment deadline. In the event of late payment, the Seller shall be entitled to withhold further deliveries until the full debt is

settled, refuse to hand over goods, charge storage fees as per Clause 5, require cash payment for future deliveries, and, in case of payment delay exceeding 60 days, withdraw from the contract. The interest on late payment shall be the statutory default interest applicable between business entities. The obligation to pay interest arises on the day following the expiry of the payment deadline indicated on the Seller's invoice. Invoice complaints will only be accepted within 30 days from the date of issuance. In addition to the statutory interest, the Seller is entitled to charge a collection cost allowance in accordance with the relevant provisions of the Hungarian Civil Code. In the event of payment delay, the Seller may suspend further deliveries until the delay is resolved or require advance payment for future deliveries. The Seller is entitled to pass on any additional costs and damages arising from the suspension of deliveries due to the Buyer's delay.

Unless expressly instructed otherwise by the Buyer, the Seller shall apply transferred payments first to settle prior invoices, late payment interest, and collection cost allowances.

If the Buyer's total outstanding debt (due and not yet due) exceeds the credit limit provided by the credit insurer, the Seller may suspend deliveries until the debt falls below the credit limit, after notifying the Buyer in writing.

The Buyer is not entitled to withhold payment of the purchase price on the grounds of a complaint.

8. The Seller reserves the right to determine a trade credit limit for the Buyer based on the assessment of Euler Hermes S.A. credit insurance. Exceeding the trade credit limit (value of unpaid goods delivered to the Buyer) is only allowed if the Buyer provides adequate financial security (e.g., bank guarantee, assignment of revenue, mortgage, etc.). In the absence of such security, the Seller is entitled to refuse further orders, withhold delivery of goods, charge storage fees, or serve the Buyer only against cash payment.
9. If the Buyer withdraws from the order and the production of the goods has already started or is completed, the Seller is entitled to 25% of the net value of the goods as a cancellation fee.
10. The parties agree that any legal disputes shall fall under the exclusive jurisdiction of the District Court of Debrecen or the Debrecen Regional Court, depending on the scope of authority.

Effective from: May 26, 2014