Melior Laser Kft.
General Terms and Conditions

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Preamble

The General Terms and Conditions (GTC) serve the common interest of MELIOR Laser Kft. and its customers, providing a framework for successful cooperation. In defining the following terms and conditions, our primary objective was to maximise customer satisfaction and to build and maintain a mutually economical and successful customer-contractor relationship.

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1. Application

MELIOR Laser Kft. (**Contractor**) applies these general terms and conditions to all its services contracts, regardless of whether the relationship between the Parties is based on an individual order or on a separate individual or framework contract.

The Contractor keeps these General Terms and Conditions (**GTC**) available on its website at all times. The version of the GTC in force at the time of the individual order or contract is **expressly accepted by** the Contractor and the partner (**Customer**) **at the time of contracting or order submission**.

2. Definitions

Calculation Data Sheet: the calculation of production price and production deadline provided in response to partner enquiries. The calculation is made by the Contractor after a manufacturability assessment has been carried out on the basis of the information provided by the Customer, solely for the operations specified in the Calculation Data Sheet and subject to the constraints imposed by the manufacturability assessment. The estimate **is for information purposes**, and serves only as an invitation to make an offer and the Contractor reserves the right to make changes until the final acceptance of the Customer's order by the Contractor. **The performance deadline stated in the Calculation Data Sheet is also for information purposes only, and the deadline is binding on the Contractor only after confirmation of the order**. **The Calculation Data Sheet does not constitute a contract even if accepted by the Customer.**

Order: A contracting offer communicated by the Customer for the manufacture of product(s) or for metalworking services on the basis of a Calculation Data Sheet prepared by the Contractor. The Order constitutes an offer and, as such, does not in itself constitute a contract between the Contractor and the Customer.

Order Confirmation: If the Customer has clearly specified the ordered product in its order (supplier's article number and/or material quality, size, design), and if the information provided allows for the clear identification of the product by the Contractor, the price, the method and deadline for payment of the product fee, the quantity to be produced, the delivery deadline, the delivery address and method, and the transport parity are clear, the Contractor assesses the order within 5 working days. If the Contractor accepts the Order, it sends a confirmation of acceptance of the Order. The confirmation of the Order creates a contractual relationship between the Contractor and the Customer. The Order Confirmation is valid without a signature.

If the Customer wishes to modify its Order after the Order Confirmation has been communicated, it may do so only with the Contractor's approval and only if the Contractor has not yet started production of the item. Furthermore, the Customer acknowledges that if the Contractor incurs additional costs as a result of such modification, the Customer shall reimburse the Contractor for such additional costs.

If the Contractor is unable to accept the Customer's order with unchanged content, it may reject the Order or send an Order Confirmation with modified content (for example, with a different price, technical content or delivery deadline from the one specified in the Order). In the event of an Order Confirmation with modified content, the contractual relationship between the Parties is established with content as per the modified Order Confirmation, unless the Customer objects in writing within 2 working days of the communication of the modified Order Confirmation. In the event the Customer communicates an objection, the contractual relationship between the Parties is not established.

Contractual relationship or accepted Order: a contractual relationship between the Customer and the Contractor, which gives rise to a delivery and payment obligation, which is established in accordance with the provisions of these GTC, upon the communication of the Order Confirmation and of which the Calculation Data Sheet, the Order and the Order Confirmation form a part. Both Parties are bound by these terms and in the event of any conflict, the contents of the Order Confirmation prevail. The contractual relationship is established by the Order Confirmation and is concluded for the fixed term of the duration of the fulfilment of the Order. The delivery note, which acts as a certificate of performance, confirms the fulfilment of the Order. After fulfilment, the sections of these GTC – which continue to apply mutatis mutandis, in particular, Sections 6, 9, 10, 12 and 13 – remain in force for the contractual relationship of the Parties for an indefinite term (or for the period specified therein).

In the event that the contractual relationship between the Parties is not established as a result of the ordering process set out in Chapter 4 of the GTC, but rather the Parties conclude a separate individual contract or framework contract, the accepted order is understood to be the accepted order

within the framework of the individual contract or framework contract, in accordance with the rules thereof, for the purposes of interpreting the provisions of these GTC.

3. Prices

The Contractor informs the Customer of the prices and terms of performance of its future orders on the Calculation Data Sheet. The **Calculation Data Sheets or any other price quotes issued by the Contractor are for information purposes** only and serve only as an invitation to make an offer. The Contractor reserves the right to make changes until the final acceptance of the Customer's order by the Contractor.

Unless otherwise agreed, the prices are interpreted at INCOTERMS 2020 EXW parity or at the parity indicated in the accepted order. In case of delivery included in the price of the product, the delivery cost is independent of the number of partial deliveries. In the case of delivery costs specified outside the product price, the additional costs of partial deliveries are borne by the Customer, if such partial deliveries are not on account of reasons attributable to the Contractor. The current prices for deliveries are contained in the Calculation Data Sheet or the Order Confirmation. The delivery prices stated in the Order Confirmation are automatically deemed to be accepted by the Customer, unless the Customer objects in writing within 2 working days of the communication of the Order Confirmation.

If the Customer requests the Contractor to use a different delivery method from the one specified in the Order Confirmation upon notice of completion, the Contractor accepts the request at its discretion, with the additional costs incurred in this regard being borne by the Customer.

The Contractor reserves the right to communicate list prices. The published list prices are informative only and do not incur an obligation to deliver. The Contractor reserves the right to change the list prices at any time, but only in justified cases, in particular in the event of an increase in the price of raw materials or the need to change technology. The Contractor reviews list prices at least annually.

The price specified in the Calculation Data Sheet includes general packaging, which ensures the identification, transportability and preservation of the condition of the product. The Customer's individual or special packaging requirements must be handled through a separate agreement or on a separate line in the Order at the Customer's expense.

4. Ordering process

In order to start the ordering process, the Customer shall provide the Contractor with correct and complete documentation for the fulfilment of its Order. The Calculation Data Sheet issued by the Contractor and the accepted order are at all times based on the documentation made available by the Customer, whose completeness and professionalism are ensured by the Customer.

If the Customer wishes to make any changes after the issue of the Calculation Data Sheet, it shall inform the Contractor thereof in writing, where the latter reserves the right to revise the Calculation Data Sheet issued. In case of failure to provide such information by the Customer, the accepted order applies to the last issued Calculation Data Sheet and the underlying documentation. The Contractor's performance in this respect cannot be objected to and the Customer shall be obliged to pay the invoice issued by the Contractor.

The Contractor makes and accepts all statements and declarations during the ordering process in writing. In the context of the contractual relationship of the Parties, the written legal declarations and statements made by the Parties contain all the terms and conditions of the agreement of the Parties and, as such, any previous agreements not included in the written contract, including any oral agreement or any implied conduct, become null and void. In the context of the contractual relationship of the Parties, written communications are accepted primarily as legal declarations and statements made by the contact persons of the Contractor and the Customer via email.

The contractual relationship is established by the confirmation of the Order by the Contractor in writing. The Contractor sends the Order Confirmation in writing using one of the contact details provided by the Customer.

The Customer is not entitled to rescind or terminate the contractual relationship without justification. The Contractor explicitly excludes the application of Section 6:249(1) of the Civil Code. The contractual relationship may be amended or terminated by written agreement of the Parties, upon payment of a pro rata share of the Contractor's Fee and full compensation for any damages caused by the termination of the contract.

5. Performance

Unless otherwise agreed, the Contractor fulfils the accepted order at **INCOTERMS 2020 EXW** parity. For the sake of clarity, performance in such cases takes place at the Contractor's place of business within 7 days of the notice of completion of the accepted order by the Contractor. The goods are transported by the Customer at the Customer's expense and risk.

If the Customer fails to ensure the transportation of the goods notified as completed by the deadline, risk passes to the Customer on the day of the deadline, the Contractor becomes entitled to issue its invoice and charge the Customer a storage fee, the rate of which

- in case of storage between 8 and 15 days is: EUR 10 + VAT/pallet/calendar day.
- in case of storage over 15 days is: EUR 15 + VAT/pallet/calendar day.

If otherwise agreed by the Parties, if the Contractor arranges for the delivery of the goods to the Customer, the cost of transportation is borne by the Customer in accordance with the accepted Order. In the event of the use of any parity, the Contractor expressly stipulates that the liability for damage passes to the Customer upon loading of the goods, and the Customer is, therefore, liable for any damage occurring during transport.

Whether handover/acceptance takes place at the place of business of the Contractor or the Customer, it can take place between 08:00 and 15:00 at a time agreed in advance. In the event of handover/acceptance scheduled at a different time, the Customer must indicate this in writing.

The Contractor is entitled to advance and partial performance.

The Contractor is entitled to involve third parties (subcontractors) as necessary in order to perform the contract. The Contractor is responsible for the actions of its contributors (subcontractors) as if it had acted itself.

6. Quantitative and qualitative acceptance, complaints

i) Quantitative acceptance at the Customer's place of business

If the goods are accepted and taken over at the Customer's place of business, the Customer shall carry out a quantitative acceptance when taking over the goods from the carrier. Handover/acceptance of the delivered goods in full is confirmed by a signed delivery note.

ii) Qualitative acceptance

Immediately after the quantitative acceptance of the goods, the Customer shall inspect them externally with the naked eye and perform random checks of suitability for the purposes of the Order. The inspection must include a check of the dimensions of the goods. (**First Inspection**)

The Customer shall provide credible evidence that the First Inspection has been carried out in the event of any subsequent reporting of a claim for defective performance. The Customer is only entitled to claim defective performance in the event of (latent) defects not detected during the First Inspection

and only in respect of defects that the Customer was not expected to detect during a First Inspection conducted with appropriate diligence.

iii) Reporting of complaints

Quantity claims may only be asserted in the event of a quantity complaint recorded on the delivery note and signed by a staff member or carrier of the Contractor.

The Customer is entitled to make a quantity-related complaint or – if detected during the First Inspection – a quality-related complaint within 5 working days of receipt of the goods, with the proviso that the complaint is valid only if lodged in writing, includes a detailed description of the defect and supported by evidence certifying the defect. Failure to meet this deadline shall result in forfeiture of rights.

Any other claims arising from defective performance may be submitted by the Customer under a warranty claim as specified in Chapter 9.

7. Retention of title

The Contractor retains title to the goods until payment of the consideration in full. If the Customer defaults on any of its payment obligations to the Contractor, all outstanding debts under any further accepted orders immediately fall due and become payable. In such cases, the Contractor is entitled to demand the release of all goods concerned and to have them transported from the Customer at the Customer's expense and risk.

8. Terms of payment

The terms of payment set out in the Order Confirmation or in a cooperation agreement or framework contract are binding on both the Contractor and the Customer. The terms of payment indicated on the Contractor's invoices issued in accordance with the Contract apply if this conforms to the agreement between the Parties and terms of the confirmation.

In the event of late payment, the Contractor is entitled to charge the Customer late payment interest. The rate of late payment interest is the central bank base rate valid on the first day of the calendar half-year in which the default occurred – or, in the case of arrears in foreign currency, the base rate of the issuing central bank of the given currency or, in the absence thereof, the money market rate – plus eight percentage points.

In addition, in case of late payment, the Customer shall pay to the Contractor the amount of EUR 40 as a flat-rate recovery fee and the Contractor is entitled to charge the Customer for all costs in excess of this amount (payment notice, forced collection, lawyer's notice, legal proceedings) related to late payment. If the Customer has a debt overdue for more than 15 days, the production and delivery of the ordered products may be suspended until the overdue invoice is settled.

In the case of a first order, the Contractor may stipulate pre-delivery payment by bank transfer. The Contractor accepts or rejects the Customer's next order, if any, at its own discretion in the event of the Customer's overdue debt, but is not obliged to start production even in the case of an accepted order.

9. Warranty and guarantee

The Contractor does not provide guarantee for the products, but provides an implied warranty for 12 months from the date of handover/acceptance.

Within the scope of its implied warranty obligation, the Contractor provides the Customer with the warranty claims under the Civil Code with the proviso that

- the Customer may primarily claim the repair or replacement of the product and may only make a further implied warranty claim if the Contractor has not undertaken to perform these, therefore, the application of other warranty claims is excluded with a view to lapse of the Customer's interest.

- the Customer may not have the product repaired by another party, thus the application of Section 6:159(2)(b) of the Civil Code is excluded in this case.

The Customer shall notify the Contractor of the defect without delay after becoming aware thereof, but within 5 working days at the latest. The communication of a defect is legally valid only in writing, with a precise description of the appearance of the defect and the attached evidence. Failure or delay in reporting a detected defect results in the forfeiture of rights, and the Contractor's warranty is excluded for defects reported after the deadline.

10. Liability

In the event of defective performance or other breach of contract, the Contractor is only liable for damages and only has implied warranty obligations if caused by the wilful or grossly negligent conduct of the Contractor, its representatives or employees. The Contractor's liability for slight negligence is excluded.

The Contractor's liability for damages and warranty is limited to the amount of the consideration paid under the relevant accepted order and extends only to damages and warranty claims arising out of the subject matter of the service.

The Contractor's liability is expressly excluded for indirect and consequential damages, loss of production, loss of profit and various violations of personality rights.

This limitation of liability for damages does not apply in the case of wilful damage or damage to human life, physical integrity or health. In the event of such damage, any claim for damages by the Customer is limited to the extent of the reasonably foreseeable damage and the value of the order. The above limitation of liability for damages applies to any claim for damages against the Contractor irrespective of its legal basis.

The Contractor does not undertake any warranty and its liability for damages is excluded in the following cases:

- inappropriate or improper use or storage,
- incorrect commissioning by the Customer or a third party,
- incorrect installation and other modifications,
- natural wear and tear,
- incorrect or incomplete maintenance or use,
- chemical, electrical, etc. impacts that are beyond the Contractor's control,
- non-intended use,
- manufacturing based on faulty or incomplete customer technical or order documentation.

11. Force majeure – exemption from Contractor liability

The Contractor has no obligation to make delivery or meet delivery deadlines if prevented by force majeure. A force majeure event is any extraordinary event which makes it difficult or impossible for the Contractor to perform or impedes the Contractor in any way in performing and which has arisen without the Contractor's actions, or any unforeseeable event beyond the Contractor's control, which the Contractor could not have avoided even if it had exercised the greatest care, in particular any catastrophic situation, fire, flood, exceptional snow, shortage of fuel or a legal event preventing performance, or any war, riot, revolution or other event which otherwise disrupts the order of the state.

In the event of force majeure, the Contractor shall inform the Customer of the circumstances thereof and agree to a formal (written) postponement of delivery.

12. Confidentiality

All information, discounts, individual prices, turnover data, facts and customer lists arising from the business relationship between the Parties are trade secrets and cannot be disclosed to third parties, except as provided in the following subsection.

The Contractor undertakes to keep the data of the Customer's orders and the technical information and documents related to the orders confidential. The Contractor is, however, entitled to use subcontractors, as necessary, both for the preparation of the Calculation Data Sheet and for the subsequent performance of the accepted order, for which purpose the Contractor is entitled to provide such subcontractors with anonymised drawings and information from the documentation constituting trade secret as received from the Customer containing unmarked data necessary for the activities of the subcontractor concerned. The Contractor warrants that it has concluded a trade secret confidentiality agreement with all subcontractors involved in accordance with this provision and, as such, the confidentiality of trade secrets is also ensured on the part of the subcontractors.

13. Data processing

The Contractor and the Customer shall treat the personal data provided to each other, in particular, the personal data of the contact persons of the Contractor and the Customer as data subjects, with strict purpose limitation, in accordance with the provisions of Act CXII of 2011 on Informational Self-Determination and Freedom of Information and Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR). The Contractor's Privacy Notice is available on the Contractor's website for any interested parties.

14. Governing law and jurisdiction

The Parties agree that any dispute arising out of or in connection with contractual relationship between the Parties shall be governed by Hungarian law.

Any controversy or claim arising out of or relating to the contractual relationship between the Parties shall be submitted to the appropriate court of Hungary. In the event of a legal dispute, the Parties stipulate the exclusive jurisdiction of the Budaörs Regional Court, depending on the scope of competence of the Parties. In the absence of jurisdiction of the Budaörs Regional Court, the general competent court of Hungary shall proceed under the Code of Civil Procedure.

These general terms and conditions are valid until revoked or amended in writing. If the Customer also has general terms and conditions and the Contractor has accepted these when confirming the Order, the general terms and conditions of both Parties become part of the contract. If the general terms and conditions differ on any point, the contract is concluded and the non-contradictory general terms and conditions become part of the contract.