

1. General Aspects

The General Terms and Conditions of Contract (hereinafter GTCC) presented in the following are applicable to each offer, sale, and transport by Daniella Ipari Park Kft. (hereinafter the Seller) relating to the sale of the Energocell® foam glass product (hereinafter the goods), unless the Seller and the Buyer (hereinafter together the parties) conclude in writing a separate agreement to derogate from these conditions. Any general contractual and payment condition by the Buyer can only be applied if it doesn't deviate from the Seller's General Terms and Conditions of Contract. Furthermore, any general terms by the Buyer can only be taken into account, if the Seller expressly agrees to them in writing. Orders communicated orally, via telephone or e-mail, or agreements established in this manner, are not binding on the Seller, until the written confirmation of these orders, and agreements. This GTCC constitutes the integral part of any contract and order between the Seller and the Buyer.

2. Offers and Pricing

The offers by the Seller are not binding offers, the Seller's offers become binding by way of confirmation. The Seller's offers are always made in writing (transmitted via mail, telefax or e-mail). The time-limit up to which the offer is binding is the date specified on it. If the offer does not specify the commitment period, its length shall be established at 30 days starting from the date of the communication of the offer to the Buyer. In case of a confirmation deviating from the offer, a valid sale agreement can only be concluded, if the Seller accepts in writing the confirmation of the Buyer.

The Seller's list price for the goods represents the consumer/retail price of the producer, parties to this contract may deviate from it based on a separate agreement. The Seller reserves its right to adjust prices with the obligation to provide a 10-day prior notification.

3. Orders

The Seller can only accept orders submitted in writing (sent in letter, via telefax or email) by the person authorised by the Buyer. The order is only valid if the details below are specified in it:

- Name and address of the Buyer
- Name and contact details of the recipient
- Delivery address
- Name and quantity of the products or services
- Mode of transportation
- Requested delivery date
- Reference to any discount that may derogate from the general conditions (project code, discount code etc.) If the Seller's offer specifies the use of a special reference code, the Buyer should use it or refer to it clearly.
In the absence of such clear reference, no obligation is imposed on the Seller, and the Buyer cannot make claims retroactively.

The Seller shall not be responsible for the execution of orders not received in written form or not confirmed.

4. Order Confirmation

Orders from the Buyer become binding on the Seller only after written confirmation by the Seller. Confirmation can be transmitted via mail or e-mail. The Seller does not take responsibility if the confirmation cannot be delivered for reasons attributable to the Buyer.

The invoice sent to the Buyer by registered post with acknowledgement of receipt shall be deemed to have been effectively served on the Buyer, even if, due to the fault of the Buyer, the post was not actually delivered, or the Buyer did not have any knowledge about the delivery attempts. The date of service in this case shall be the fifth business day from the date of the second attempt to service the post, and if the second attempt does not take place, it shall be the day on which the undelivered post is returned to the sender. If the Buyer requests the modification of the confirmed order, the Seller can cancel the confirmed order, and – if the request can be executed – they shall issue a new order and confirmation that meets the needs of the Buyer. The document service rules have been established in accordance with the relevant regulations.

The Seller does not repurchase the ordered and delivered goods. Costs resulting from the cancellation of the order shall be borne by the Buyer, and the relevant details are presented in section 5 about the terms of delivery and payment.

The Buyer shall have the opportunity to verify the accuracy of the order confirmation immediately upon receipt. The Buyer is entitled to immediately communicate orally or via phone any observation they may have on the order confirmation, which they must confirm in writing as well. If the order confirmation is issued incorrectly due to any reasons attributable to the Seller, the Seller shall be obliged to correct the error, and to perform the delivery accordingly. If the order confirmation is issued incorrectly due to any reasons attributable to the Buyer, the Buyer shall bear all material consequences arising therefrom.

5. Terms of Delivery and Payment

The prices provided in the invoice are based on the order confirmation. Based on the agreement concluded between the parties, Seller is entitled to establish transportation and other service terms by derogation from the GTCC. If the Buyer requires pallets for unloading the goods, the goods shall be delivered on single-use pallets. The pallet fee is € 6 + VAT/pc, and the Seller shall not repurchase them. The price of 3 m³ fill volume big-bags is € 20 + VAT/pc. The goods are delivered by the Seller only in big-bags that are intact, standard and fit for transportation.

The unloading of goods delivered in big-bags is the Buyer's obligation, while in case of in bulk deliveries the unloading is performed by the mechanical equipment available on the vehicle assembly.

Parties establish that if failure to deliver arises from the inaccessibility of the delivery address (including in particular, but not exclusively the rejection of the

vehicle pass application, or the provision of insufficient information to the Seller about the physical circumstances of access), the delivery costs, and other additional costs associated with the delivery shall be borne by the Buyer.

The Buyer may cancel, modify via phone, and subsequently confirm in writing, the delivery date established in the order confirmation free of charge up to two workdays before the delivery date. For cancellations, modifications communicated on the penultimate working day preceding the delivery date, a € 77 + VAT (seventy seven euros plus value added tax) cost shall be charged every time, and for cancellations, modifications communicated on the day preceding the delivery date the Buyer shall bear the delivery costs in full, together with any additional costs.

Orders can be delivered only on paved roads that are resistant, and suitable for traffic, and provide adequate conditions for the goods to be placed safely. During unloading in the first 90 minutes following the vehicle's arrival no waiting time shall be charged for. If the unloading takes longer than this period, due to the fault of the receiving party, the Buyer shall be charged € 46 + VAT per each commenced hour.

At the time of the unloading of the goods the Buyer, or their authorized representative, is required to be present, and confirm the fulfillment with their signature. The authorisations of the persons entitled to receive the goods need to be transmitted in writing to the contact person of the Seller no later than the last business day preceding the delivery date.

Following the issuance of the Seller's invoice, the remuneration for the goods shall be paid in full, without any deduction, and within the period of payment specified on the invoice. The invoice is drawn up based on the Delivery Note undersigned by the Buyer or their representative. If the Buyer fails to perform the acceptance of the goods at the Seller's or their own place of business, they understand that the Seller shall invoice their value based on the disposition of goods, and is entitled to demand the selling price in full. The Seller shall establish the date of transportation in the order confirmation.

6. Acceptance of Goods, Quality Guarantee

For the goods manufactured the Seller assumes liability for material defects according to the legislation. The Buyer is required to respect the instructions for storage and use, otherwise the Seller shall not be able to remedy the complaints resulting therefrom.

Objections to the quantity of goods may be raised only upon the receipt of goods, in the record taken in the presence of the Seller's representative. If the place of delivery is the Buyer's place of business or another address specified in the contract, the Buyer, or their representative, shall perform the quantity acceptance of the goods without delay at the time of their arrival. In case of objections to the quantity of the goods a record shall be drawn up in the presence of the Seller's representative. The quality acceptance of the goods shall be performed at all times at the Buyer's place of business. The quality acceptance of the goods shall begin immediately on the arrival of the goods to the place of business of the Buyer. If the Buyer has objections regarding quality or quantity, they shall communicate them in writing to the Seller without delay, together with the relating evidence annexed; accordingly, the goods shall not be built in until the settlement of this matter. Both the Buyer and the transport operator are required to record on the delivery note any problem that may arise during the acceptance of the goods in an easily legible manner, with capital letters, accurately dated (year, month, day, hour), and signed. In case of failure to draw up the above, the liability for any problems that are or may be known upon the acceptance of the goods shall be borne exclusively by the Buyer and/or the transport operator. The Seller shall organize separately the return of the goods, and the Buyer does not have the right to load goods on the vehicle carrying out the transportation service or to arbitrarily return the goods with their own means to the Seller's place of business.

7. Retention of Title

The Seller is entitled to the ownership of the delivered goods until the full payment of the invoice. In view thereof, the Seller is entitled to dispose of the goods.

8. Data Management

If the Seller needs or processes the personal data of natural persons in relation with the contract between the parties, the provisions of the EU regulation on data protection in force, and of Act CXII of 2011 on the right to informational self-determination and on the freedom of information shall be followed. The Buyer expressly agrees that the Seller may manage the personal data of natural persons in relation with the transportation of goods, and for the purposes of debt recovery.

9. Force Majeure

Any natural disaster, terrorist act, war, blockade, export and import prohibition, equipment failure, strike, and any event unavoidable by the Seller, that makes impossible or disproportionately difficult the fulfilment of the agreement, enables the Seller to withdraw from the agreement, or temporarily suspend the fulfilment of the agreement. If the non-fulfilment of the agreement arises due to force majeure events, no liability shall be imposed on the Seller.

10. Miscellaneous Provisions

In case of inconsistencies between the Seller's accepted offer, the Buyer's confirmed order, and this GTCC, the provisions of this GTCC shall prevail.

The Buyer is obliged to notify the Seller without delay about any changes to their details. The Buyer is obliged to compensate the Seller for any damage suffered as a result of failure to notify, and to bear their own damages. Matters not covered by this GTCC or other separate agreements are governed by the Hungarian Civil Code, and other relevant legislation.

The Parties shall seek to resolve amicably any dispute arising out of or in connection with this Agreement. If these talks prove fruitless, for any dispute that may arise, Parties agree to confer exclusive jurisdiction to the Debrecen District Court or – depending on the value of the subject-matter of the dispute – to the Debrecen Regional Court.

The Seller is entitled to modify the content of this GTCC unilaterally. The GTCC in effect may be consulted on the Seller's webpage (www.energocell.hu). Any amendments shall also be published here, without the separate notification of the Buyer. The follow-up of the GTCC's content is the Buyer's explicit obligation during the period of validity of their contract.