

# General Terms and Conditions of Contract

with regard to Energocell® foam glass product

## 1. General Aspects

The General Terms and Conditions of Contract (hereinafter “GTC”) presented in the following are applicable to all offers, sales, and deliveries by Energocell Kft. (hereinafter “the Seller”) relating to the sale of the Energocell® foam glass product (hereinafter “the Goods”) unless the Seller and the Buyer (hereinafter collectively “the Parties”) agree specifically in writing to derogate from these conditions. Any of the Buyer’s general terms and conditions of contract and payment shall only apply if they do not deviate from the Seller’s General Terms and Conditions of Contract. Furthermore, any of the Buyer’s general terms and conditions shall only be taken into account, if the Seller has expressly accepted them in writing. Orders communicated orally, via telephone or e-mail, or agreements established in this manner, shall not be binding on the Seller, until such orders and agreements have been confirmed in writing. These GTCs form an integral part of the contracts and orders between the Seller and the Buyer.

## 2. Offers and Pricing

The Seller's offers are not binding and become binding upon confirmation. The Seller's offer is always made in writing (letter, fax, e-mail). The time-limit up to which the offer is binding is the date indicated on the offer. If the offer does not include an offer commitment period, the time limit shall be 30 days from the date of communication of the offer to the Buyer. In the event of confirmation other than the offer, the contract of sale shall be valid only if the confirmation of the Buyer is accepted in writing by the Seller.

The Seller's list price for the Goods shall be the manufacturer's price. The parties may deviate from this by separate agreement. The Seller reserves the right to change the price subject to 10 days' notice.

## 3. Orders

The Seller can only accept written orders (sent by letter, fax or email) from an authorized employee of the Buyer. An order is valid if it contains the following information:

- o Name and address of the Buyer
- o Name and contact details of the recipient
- o Delivery address
- o Name and quantity of the product or service
- o Mode of transportation
- o Requested delivery date
- o Reference to any discount other than the general conditions (project code, promotional code etc.)

If the Seller’s offer includes the use of a specific reference code, the Buyer must use it or clearly refer to it. Failing this, the Seller shall not be under any obligation and the Buyer may not refer to them subsequently.

The Seller is not responsible for the execution of orders which have not been received or acknowledged in writing.

## 4. Order Confirmation

The Seller shall be bound by the Buyer's orders only after they have been confirmed in writing. Confirmation can be transmitted via mail or e-mail. The Seller shall not be liable if the order confirmation cannot be delivered for reasons attributable to the Buyer.

The invoice duly posted by registered post with acknowledgement of receipt shall be deemed to have been delivered to the Buyer, even if, the post was not actually deliverable due to the fault of the Buyer, or the other party was not aware of the fact. The date of delivery in this case shall be the fifth business day following the date of the second attempt at delivery by the postal service or, if no second attempt at delivery was made, the date on which the undelivered item is returned to the sender by the postal service. The confirmed order may be amended to the extent that, if the Buyer wishes to make a change, the Seller shall cancel the confirmed order and, if it can be fulfilled, issue a new order confirmation in accordance with the Buyer’s request. The document service rules have been established in accordance with the relevant regulations.

Products ordered and delivered shall not be repurchased by the Seller. The costs resulting from the cancellation of the order shall be borne by the Buyer, the details of which are set out in the delivery and payment terms in clause 5.

The Buyer shall have the opportunity to verify the accuracy of the order confirmation immediately upon receipt. The Buyer shall be entitled to immediately make any observation they may have on the Seller’s order confirmation orally, by phone, and to confirm them in writing. If the order confirmation has been issued incorrectly for reasons attributable to the Seller, the Seller shall correct the error, and perform the delivery accordingly. If the order confirmation has been issued incorrectly for reasons attributable to the Buyer, the Buyer shall bear all financial consequences resulting therefrom.

## 5. Delivery and Payment Terms

Prices are invoiced based on the order confirmation. The Seller shall be entitled to determine the terms of delivery and other services differently from the GTC by agreement between the parties. If the Buyer requires pallets for unloading the Goods, they shall be delivered on a single-use pallets. The pallets, the price of which is included in the respective confirmed order, shall not be repurchased by the Seller.

The charge for a big bag with a filling weight of 3 m³ is included in the respective confirmed order. The Seller shall deliver 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 transport vehicle. The parties stipulate that if the reason for the failure of the delivery is the inaccessibility of the delivery address (in particular, but not limited to, refusal to grant a vehicle pass or failure to inform the Seller of the physical conditions of access), the Buyer shall bear the transport costs and other additional costs incurred in connection with the delivery.

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 5 (five) workdays prior to the delivery date. The cost of cancellation or modification notified within 5 (five) working days prior to the date of performance shall be € 77 + VAT, i.e., seventy-seven euros plus value added tax, while the full delivery charge and related costs shall be borne by the Buyer in the case of cancellation or modification notified on the working day prior to the date of performance.

The order can only be fulfilled on a solid road surface that is suitable for traffic and that allows for the safe placement of the Goods. No downtime will be charged for unloading within 90 minutes of the arrival of the vehicle. If the unloading exceeds this period due to the fault of the receiving party, each hour started will be charged € 103 + VAT, i.e., one hundred and three euros plus value added tax. At the time of unloading of the Goods, the Buyer or their authorized representative must be present in person and certify the performance with their signature. The authorizations 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. Payment for the Goods must be made in full and without deduction within the payment period indicated on the Seller's invoice. Invoicing shall be based on the delivery note signed by the Buyer or their agent at the time of delivery of the Goods. In the event that the Buyer fails to take delivery of the Goods either at the Seller's premises or at their own premises, they acknowledge that the Seller will invoice the value of the Goods on the basis of the Goods disposition and shall be entitled to claim the full purchase price. The Seller shall fix the date of delivery in the confirmed order.

## 6. Acceptance of Goods, Quality Guarantee

The Seller warrants the Goods manufactured by them in accordance with the legislation. The Buyer is obliged to comply with the instructions for storage and use, otherwise the Seller shall not be able to remedy any claims arising therefrom.

A quantity complaint can only be made based on a report taken in the presence of the Seller's representative at the time of receipt of the Goods. If the place of performance is the Buyer's premises or other contractual address, the Buyer or their agent shall take delivery of the quantity immediately upon arrival of the Goods. In the event of a quantity complaint, a record shall be made in the presence of the Seller's representative. The quality acceptance shall in any case take place at the Buyer's premises. The quality acceptance must start immediately after the arrival of the Goods at the Buyer's premises. If the Buyer has any objection, whether as to quantity or quality, they shall notify the Seller in writing without delay, together with the relevant evidence, and the Goods shall not be incorporated until the matter has been concluded. Both the Buyer and the deliverer must indicate any problems that arise during the acceptance of the Goods on the delivery note in clearly legible printed letters, date it accurately (year, month, day, hour) and sign it. Failing this, the Buyer and/or the Supplier shall be solely responsible for any problems known or discoverable at the time of receipt of the Goods. The return of the Goods shall be arranged separately by the Seller and the Buyer shall not be entitled to load the Goods arbitrarily on to the vehicle providing the delivery service or to return the Goods arbitrarily to the Seller's premises by their own means.

## 7. Reservation of Ownership

Title to the Goods delivered remains with the Seller until full payment of the invoice. Subject to this, the Seller is entitled to dispose of these Goods.

## 8. Data Management

The provisions of the Data Protection Regulation in force in the European Union and Act CXII of 2011 on Informational Self-Determination and Freedom of Information will be taken into account if the Seller needs or processes personal data of a natural person in connection with the contract between the parties. The Buyer expressly consents to the processing of personal data of a natural person by the Seller in connection with the delivery and for the purpose of debt recovery.

## 9. Force Majeure

Natural disasters, acts of terrorism, war, blockades, export and import bans, machine breakdowns, strikes and any event beyond the Seller's control which makes performance of the contract impossible or disproportionately difficult shall entitle the Seller to withdraw from the contract or to suspend performance of the contract for a temporary period. If non-performance of the contract is due to force majeure of any kind, the Seller shall not be liable in any way.

## 10. Other Provisions

In the event of any conflict between the Seller's offer, which has been deemed accepted, or the Buyer's confirmed order and these GTC, the provisions of these GTC shall prevail.

The Buyer shall notify the Seller immediately of any change in their details. The Buyer shall be liable for all damages incurred by the Seller as a result of the failure to notify the Seller and shall bear their own damages. The Hungarian Civil Code and other applicable laws shall govern all matters not regulated in these GTC or in a separate agreement.

The parties shall attempt to settle any disputes arising from the contract amicably, primarily between themselves. If the negotiations do not lead to a result, the parties agree to stipulate the exclusive jurisdiction of the Debrecen District Court or the Debrecen Regional Court, depending on the value of the dispute.

The Seller is entitled to unilaterally modify the contents of these GTC. The current version of the GTC is available on the Seller's website ([www.energocell.hu](http://www.energocell.hu)). Any changes will be published on the same website without any specific notification to the Buyer. It is the Buyer's express obligation to monitor the content of the GTC for the duration of the contract.

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