

## General Terms and Conditions

### General Terms and Conditions of Sale (Hungarian Law Adaptation – DRAFT FOR LEGAL REVIEW)

#### 1. Scope of Application

These General Terms and Conditions of Sale (GTCs), along with the purchase order and order confirmation, form an integral part of all contracts concluded between the selling entity GRAVIC (the "Seller") and the purchasing client entity (the "Buyer") for the sale and purchase of all products of the "Seller" (each such contract constituting the "Contract"). These conditions serve as binding law between the parties and shall prevail over any general terms and conditions of purchase of the Buyer. No deviation from these conditions shall be binding unless expressly accepted in writing by GRAVIC.

These GTCs apply to all subsequent sales of products by the Seller to the Buyer without the need for further reference, incorporation, or specific approval. In case of a conflict between these GTCs and a written contract duly signed by both the Seller and the Buyer, the following order of precedence shall apply: (1) the duly signed contract between the Seller and the Buyer (such as a supply agreement and/or discount agreement) and (2) these GTCs. Any modification to these GTCs or any other general terms and conditions are valid and binding only if accepted in writing by a duly authorized representative of the Seller.

#### 2. Quotation, Order, and Order Confirmation

Any quotation issued by the Seller constitutes an invitation for the Buyer to place an order, not a binding offer to sell. Any quotation is generally valid for sixty (60) days or any other period explicitly indicated in the quotation. The Seller expressly reserves the right to withdraw or modify a quotation at any time before its acceptance. The quotation may include specific conditions in addition to these General Terms and Conditions of Sale.

The conclusion of each Contract requires the issuance of a written Order by the Buyer and the acceptance of said Order by the Seller through the issuance of a written order confirmation. The Order must clearly detail the quantity, type, characteristics, and number of Products, as well as any other information requested by the Seller or necessary for the Seller to evaluate the Order. Unless a written Order Confirmation is issued by the Seller, the order is considered not accepted by the Seller, and the Buyer cannot claim the implied formation of any Contract.

Once the Order has been accepted by written Order Confirmation, it becomes binding on the Buyer. A confirmed order cannot be cancelled, revoked, or modified, in whole or in part, by the Buyer, except with the prior written authorization of the Seller. In the event that the Seller, at its sole discretion, accepts any cancellation, revocation, and/or modification by the Buyer of any confirmed order, the Buyer shall compensate the Seller upon first demand for all direct losses, costs, and expenses reasonably incurred by the Seller as a result, including the cost of materials and manufacturing, and for any actual and demonstrable loss of profit, without prejudice to any other remedies the Seller may have.

#### 3. Product Information

All statements, technical information, and recommendations regarding the Products sold or samples provided by the Seller are for informational purposes only. They are based on tests deemed reliable but do not constitute a guarantee of performance beyond the stated specifications. It is the Buyer's sole responsibility to independently determine, prior to use, that the Products are suitable for the specific purpose for which the Buyer or its customers intend them.

#### 4. Packaging, Delivery, Inspection, and Claims

Products must be packaged and labeled in accordance with standard requirements based on the chosen mode of transport. All packaging costs are charged at the Seller's rates in effect at the time of shipment. In cases where Orders require international delivery, unless otherwise expressly agreed, the Seller may charge the Buyer for the cost of any special packaging required, as well as all transport, insurance, and other charges incurred by the Seller.

The Seller may use reusable (durable) pallets belonging to the Seller or third-party contractors of the Seller. At the Seller's request, such pallets must be collected and/or returned by the Buyer in accordance with the Seller's instructions within a reasonable timeframe.

Delivery of the Products is subject to the Incoterms® of the International Chamber of Commerce in force on the date of shipment. Unless otherwise agreed on a different Incoterm and destination, deliveries with a final destination within the European Union ("EU") shall be made on a Delivered At Place (DAP) basis; deliveries with a final destination outside the EU (exports) shall be made on an Ex-Works basis at the sites designated by the Seller; or, if expressly agreed, on a Free Carrier (FCA) basis at the agreed location at the EU border.

Stated delivery dates are approximate only, and time of delivery is generally not considered of the essence unless expressly agreed otherwise in writing. The Seller is entitled to postpone delivery in case of unforeseen circumstances or events beyond its reasonable control.

Upon delivery and in any case within forty-eight (48) hours from the date of delivery, the Buyer must inspect the Products, packaging, and associated documentation and verify that the Products correspond to the quantity indicated in the Order Confirmation, conform to product specifications, and show no visible or identifiable defects. The Buyer shall record any discrepancies on the transport documents and notify the Seller within forty-eight (48) hours following the delivery date, providing sufficient details to enable the Seller to conduct an investigation. The Seller shall evaluate the discrepancies, and if the Buyer's claim appears justified, the Seller may, at its discretion, repair, replace, or supply (additional) Products (or any part thereof) or credit, in whole or in part, the Buyer with the purchase price of the Products. If the aforementioned notification is not received by the Seller within six (6) days from the delivery date, the Products shall be deemed unconditionally accepted by the Buyer, and the Buyer shall be obliged to pay the price of the Products in accordance with the terms of the Contract.

Defective Products must, at the Seller's request, be returned to the Seller or disposed of under conditions agreed with the Seller. The Buyer is prohibited from selling or using defective Products. The Warranty set out in Article 5 remains in effect for any Product defects that are not visible or identifiable upon initial inspection.

#### 5. Warranty

The Seller warrants to the Buyer that, on the date of delivery, the Products conform to the Seller's standard specifications in effect at the time of manufacture (the "Warranty"). The warranty period is one (1) year from the date of shipment ("Warranty Period").

In the event that the Products do not conform to the Warranty during the Warranty Period under proper use ("Defective Products" or "Product Defect"), the Buyer's sole remedy is, at the Seller's sole discretion, the repair or replacement of the Defective Products (or any part of said Products) or the proportional refund to the Buyer of the purchase price of the Defective Products. The Seller has no other obligation to the Buyer beyond these remedies.

The Warranty is not applicable, and the Buyer cannot under any circumstances file a claim with the Seller under any warranty in the following cases: (a) the Products are not used by the Buyer or third parties in accordance with the Seller's written instructions, recommendations, and/or technical indications for the Products; (b) the Products are stored or warehoused by the Buyer or a third party negligently and/or inappropriately, or not in accordance with the Seller's storage guidelines; (c) the Buyer fails to comply with its obligations in case of a visible or identifiable defect following transport and continues to use or sell the Products subject to the notification; and (d) the Products are damaged for reasons not attributable to the Seller, including, but not limited to, any modification, alteration, or repair of the Products without the Seller's prior written consent.

Except for the express Warranty set forth in this Article 5, the Seller provides no other express or implied warranties concerning the

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Products. Specifically, any implied warranties of merchantability, fitness for a particular purpose, and/or non-infringement of intellectual property are hereby excluded by the Seller and waived by the Buyer, to the fullest extent permitted by Hungarian law. The Buyer assumes all risks and liabilities arising from the further processing, handling, and use of the Products. The Seller may offer advice, recommendations, and/or other suggestions regarding the design, use, and suitability of any Product. However, in doing so, the Seller provides no warranty concerning said Product or its use, and the Buyer assumes full responsibility for accepting and/or using such advice, recommendations, and/or other suggestions. Only the direct Buyer may avail itself of this Warranty with the Seller. The Buyer's customers or subsequent users of the Buyer's products may not directly claim under this Warranty against the Seller.

### 6. Title and Risk

The risk of loss or damage to the Products is transferred to the Buyer in accordance with the agreed Incoterms®. However, ownership of the Products shall only transfer to the Buyer upon the Buyer's full fulfillment of all its payment obligations contained in or arising from these GTCs and any Contract between the Seller and the Buyer. Until the transfer of ownership of the Products to the Buyer, the Buyer's obligations are as follows: (a) store the Products separately and in such a way that they remain readily identifiable as the Seller's property; (b) not remove, deface, or obscure any identifying mark or packaging affixed to or relating to the Products; (c) maintain the Products in a satisfactory condition and insure them against all risks, including but not limited to loss or damage, from the date of supply; (d) immediately notify the Seller if any of the events listed in Article 11 occur; and (e) provide the Seller with information relating to the location of the Products that the Seller is entitled to request at any time.

If, before the transfer of ownership of the products to the Buyer, the Buyer is subject to one of the events listed in Article 11, then, without limiting any other right or remedy available to the Seller, the Seller may: (a) immediately revoke the Buyer's right to resell the products or use them in the normal course of its business; and (b) the Seller may, at any time, require the Buyer to deliver to the Seller all Products in its possession that have not been resold or irrevocably incorporated into another product; and in the event that the Buyer neglects to do so without delay, the Seller may, after giving reasonable notice, access the premises of the Buyer or any third party where the Products are stored in order to recover them.

### 7. Price and Payment

All prices are exclusive of Value Added Tax (VAT) and other applicable taxes, duties, and/or charges, unless otherwise explicitly agreed in writing. Such taxes, duties, and/or charges are the responsibility of the Buyer. However, shipping and transportation costs, including import and/or export taxes and duties on the products, are the responsibility of the Buyer or the Seller depending on the applicable Incoterm®.

The Seller may invoice the products to the Buyer at any time once delivery is complete. Strict adherence to the payment deadline is an essential condition. The Buyer is obliged to pay each invoice issued by the Seller within 30 days from the end of the month or within the credit terms specifically agreed by the Seller and confirmed in writing to the Buyer. Payments must be made in the invoiced currency, in full, and in readily available funds, to the bank account designated in writing by the Seller. All banking fees and commissions applicable to the payment of the Products are the responsibility of the Buyer.

The price of the Products is the price indicated in the Order Confirmation or, if no price is so confirmed, the price indicated in the Seller's published price list in effect on the date of delivery (the "Price"). The Seller may, at its discretion, revise the Price list at any time to account for objectively quantifiable changes in costs associated with: (a) raw materials, energy, products, equipment, transport, labour, and overheads; (b) new duties, taxes, and/or levies introduced or implemented in relation to the Products; (c) exchange rate variations exceeding 5% that directly impact the Seller's costs;

(d) requests for changes to the delivery date(s), quantities, or types of Products ordered; and/or (e) refusal, delay, postponement, hold, or cancellation of orders, confirmed orders, or shipments attributable to the Buyer. Any such price revision will be notified to the Buyer in advance.

The Seller is at all times entitled to suspend the supply of Products to the Buyer in the event that the Buyer is in default of payment or in the event of a Force Majeure Event as listed in Article 12.

The Seller is entitled to request advance payment before delivery of the Products or to require that adequate security or any other form of guarantee be provided, in a form approved by the Seller, in order to guarantee payment of the purchase price of the Products, particularly in cases where the Seller has reasonable grounds to believe that the Buyer is unable or is likely to become unable to fulfil its contractual obligations. Any extension of credit or credit limit authorized or granted to the Buyer may be modified or withdrawn at any time and does not constitute acceptance by the Seller of a Buyer's order.

In case of delayed payment by the Buyer, the Seller shall be entitled to charge late payment interest. For business-to-business transactions, this interest shall be at the rate specified by the Hungarian Civil Code (currently the central bank base rate plus eight percentage points), unless a different, higher, lawful interest rate has been explicitly agreed upon in writing. The Buyer is obliged to settle all reasonable and verifiable costs and expenses incurred by the Seller for the purpose of recovering its debts, including judicial costs, attorney's fees, and other extrajudicial collection costs as provided by applicable Hungarian law.

Only the Seller is entitled to offset any amount due to the Buyer or its affiliated companies against any amount owed by the Buyer to the Seller. The Buyer shall not be entitled to any right of set-off or counterclaim against the Seller without the Seller's prior written consent.

### 8. Product Recall

In the event that the Seller is legally obliged, compelled by any governmental authority, or voluntarily decides to recall any Products because said Products constitute a violation of any law or for any other reason related to product safety or quality attributable to the Seller, the Buyer shall cooperate fully with the Seller concerning any recall and shall notably cease the distribution of said Products. No press release, interview, or public statement on Product recalls may be made by the Buyer without the Seller's prior written approval.

In the event that a legally required product recall arises from negligent acts or omissions by the Buyer in the use, handling, storage, or packaging of the Products, or from the Buyer's non-compliance with applicable law, or for any other reason primarily attributable to the Buyer, the Buyer shall be obliged to undertake and carry out the recall of the Products at its own expense and shall indemnify the Seller for any claims, losses, or expenses arising from said recall.

### 9. Intellectual Property

Each Party retains ownership and other rights to any Intellectual Property that was owned or used by the concerned Party at the moment of the conclusion of the Contract, as well as to Intellectual Property created solely by the concerned Party in the context of the performance of the Contract. The supply of the Products under any Contract and/or under these GTCs shall not be construed as granting any explicit or implied rights or licenses to the Seller's Intellectual Property, unless explicitly agreed otherwise in writing. "Intellectual Property" means patents, utility models, designs, copyrights, trade designations, trade names, inventions, developments, trade secrets, know-how, and other industrial or intellectual property rights, as well as applications aiming to acquire the aforementioned rights.

### 10. Limitation of Liability

To the fullest extent permitted by Hungarian law, the Seller's aggregate liability to the Buyer for any and all claims, whether arising from negligence, breach of contractual obligations, misleading

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information, product defect, or otherwise, shall not exceed the net price invoiced to the Buyer for the specific defective, non-conforming, damaged, or undelivered Products that are the subject of such liability, for any single event or series of related events. The Seller shall not be liable for any damages that are caused intentionally or by gross negligence. However, to the fullest extent permitted by Hungarian law, the Seller shall under no circumstances be liable to the Buyer for any indirect, incidental, special, punitive, or consequential losses or damages, including but not limited to, loss of anticipated or actual profits, loss of savings, loss of use, loss of production or capital, loss due to corruption of software, data or information, loss of goodwill or damage to reputation, or loss or expense resulting from third-party claims, even if the Seller has been informed of the possibility of such damages. This exclusion of liability for indirect and consequential damages shall not apply to damages resulting from the Seller's intentional or grossly negligent conduct.

### 11. Termination

Without prejudice to other rights or remedies available to the Seller, the Seller may terminate this Contract with immediate effect by written notice to the Buyer in the following cases: (a) the Buyer commits a material breach of any clause of the Contract and, in the event that said breach is remediable, fails to remedy it within fourteen (14) days following written notification of said breach; (b) the Buyer initiates bankruptcy proceedings, is placed under liquidation, goes into receivership, enters into a voluntary arrangement with its creditors, or any similar insolvency event occurs under Hungarian law, or ceases to carry on its business, or takes any equivalent step or action in any other jurisdiction; (c) the Buyer suspends, threatens to suspend, ceases or threatens to cease carrying on all or a substantial part of its business; or (d) the Buyer's financial situation materially deteriorates to such an extent that the Seller reasonably considers, at its sole discretion, that the Buyer's ability to fulfil its contractual obligations is compromised. Upon termination of the Contract for any reason whatsoever, the Buyer shall immediately pay the Seller all unpaid invoices and any applicable late payment interest. Furthermore, with respect to Products supplied, but for which no invoice has been issued, the Seller shall issue an invoice immediately payable by the Buyer. Any termination or expiration of the Contract, regardless of its origin, shall not affect any accrued rights and remedies available to the parties at the time of termination or expiration, including the right to claim damages for any breach of the Contract that occurred on or before the date of termination or expiration.

Any provision of the Contract which, expressly or by reasonable interpretation, is intended to remain in force upon or after termination or expiration of the Contract, shall remain applicable and in full force and effect after termination or expiration.

### 12. Force Majeure

The Seller is exempt from its obligation to perform its contractual obligations, and from any obligation to pay damages or provide any other form of redress for non-performance of its contractual obligations, from the occurrence of a Force Majeure Event as defined below. When the effect of the Force Majeure Event is temporary, the aforementioned consequences shall apply only for as long as the Force Majeure Event objectively hinders performance. "Force Majeure Event" means the occurrence of an event or circumstance that is beyond the reasonable control of the Seller, that could not have been foreseen at the time of concluding the Contract, and that prevents or significantly hinders the performance of one or more of the Seller's obligations under the Contract. The following events affecting the Seller are presumed to constitute a Force Majeure Event if they meet the above criteria: (i) war (declared or undeclared), hostilities, invasion, act of foreign enemies, large-scale military conscription; (ii) civil war, riot, rebellion and revolution, military insurrection or usurpation of power, act of terrorism, sabotage or piracy; (iii) governmental monetary and trade restrictions, embargo, sanction; (iv) compliance with any mandatory law or governmental order, expropriation, seizure, requisition,

nationalization; (v) pandemic, epidemic, or other widespread viral infections declared by a competent authority; (vi) major fire, storm, flood, earthquake or other severe natural disaster or event; (vii) widespread breakdown or unavailability of all or part of machinery, plant, public transport services, loading facilities, or telecommunications; (viii) widespread unavailability or significant reduction of energy or essential raw material supply; (ix) systemic default of key material suppliers or essential transport service providers not due to the Seller's fault; and (x) general labor disruption affecting the relevant industry sector, such as widespread boycott, strike and lockout, go-slow, occupation of factories and premises; and any other similar cause beyond the Seller's reasonable control.

### 13. Confidentiality

The Buyer undertakes not to disclose to third parties any information concerning the design, manufacturing processes, or confidential aspects of the Products, including but not limited to drawings, specifications, test results, samples, quotations, prices, marketing documents, and terms of sale (the "Confidential Information"). The Buyer shall use the Confidential Information solely in compliance with its obligations and commitments to the Seller and for the purpose of executing and implementing the Contract.

The Buyer shall not distribute, disclose, or disseminate the Confidential Information in any manner or form whatsoever to any person, except for its employees and professional advisors (e.g., lawyers, accountants) who have a demonstrable need to know said Confidential Information for the purposes of performing and implementing each Contract. In any event, the Buyer undertakes to ensure that such persons comply with this confidentiality obligation and shall be held responsible for any breach by said persons as if it were its own act.

The above confidentiality obligation does not apply if the Buyer provides satisfactory evidence to the Seller that the Confidential Information: (i) was already in the public domain or became available to the public without breach by the Buyer; (ii) was disclosed in accordance with applicable laws, regulations, or binding court orders, provided the Buyer gave the Seller prior written notice of such required disclosure where legally permissible; (iii) was lawfully disclosed by third parties without breach of this obligation by the Buyer; or (iv) was independently developed by the Buyer without making use of the Seller's Confidential Information, or other information confidentially disclosed by the Seller to the Buyer or a third party.

### 14. Compliance

The Buyer declares to be in compliance and undertakes to comply with all applicable laws and regulations, notably the applicable European Union and United States export control laws and regulations. The Buyer undertakes not to export or re-export any technical data or Products of the Seller and/or its subsidiaries to any country, party, or entity to which export or re-export is prohibited by the European Union and/or the United States.

The Buyer undertakes to comply with the provisions of all applicable anti-corruption laws, including, but not limited to, the UK Bribery Act, the United States Foreign Corrupt Practices Act ("FCPA"), and the OECD Convention on Combating Bribery of Foreign Public Officials. All governmental permits, licenses, and approvals, of whatever nature, related to the purchase, possession, transport, storage, processing, maintenance, handling, labelling, use, and/or disposal of the Products after delivery to the Buyer must be obtained by the Buyer and are its sole responsibility. The Buyer undertakes to comply with all applicable laws, ordinances, decrees, rules, and regulations relating to the purchase, possession, transport, storage, processing, maintenance, handling, labelling, use, and/or disposal of the Products.

### 15. Personal Data Protection

The Seller may process personal data (e.g., name, surname, email address) of the Client or its employees to enable the performance of pre-contractual measures or these GTCs, as well as for compliance



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with legal and regulatory obligations. This information may be necessary for order management (e.g., registrations, file processing), the establishment of delivery notes, invoices, and other contractual documentation, and is intended only for authorized personnel who require it for these purposes. In accordance with Hungarian data protection laws and the provisions of the General Data Protection Regulation (GDPR), natural persons have a right to access, rectify, inquire about, restrict, port, and erase data concerning them. Any data protection-related request or complaint can be addressed to the following email address:

[gdpr@gravicgroup.com](mailto:gdpr@gravicgroup.com). Concerned persons also have the right to lodge a complaint with the Hungarian National Authority for Data Protection and Freedom of Information (Nemzeti Adatvédelmi és Információszabadság Hatóság – NAIH).

### 16. Miscellaneous

The Buyer may not assign or transfer to any third party its rights or obligations arising from the Contract without the Seller's prior written consent. The Seller reserves the right to freely assign the Contract, its claims, and/or any other benefit arising from the Contract to a third party without the Buyer's consent.

No waiver by the Buyer of any provision of this Contract shall be effective unless expressly stated in writing and signed by the Buyer. Any failure to exercise or delay in exercising any right, remedy, power, or privilege arising from this Contract shall not be construed as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

To the fullest extent permitted by Hungarian law, if any provision or part-provision of these GTCs is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these GTCs.

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, promises, assurances, warranties, representations, and understandings between the Seller and the Buyer relating to its subject matter, whether written or oral. The Buyer acknowledges that in entering into this Contract, it does not rely on any statement, assertion, assurance, or warranty (whether made negligently or innocently) that is not set out in this Contract. The Buyer shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement not contained within this Contract.

### 17. Governing Law and Jurisdiction

These General Terms and Conditions of Sale and any Contract concluded hereunder shall be governed by and construed in accordance with the laws of Hungary, excluding its conflict of laws principles.

**ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THESE GENERAL TERMS AND CONDITIONS OF SALE OR ANY CONTRACT CONCLUDED HEREUNDER SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT HUNGARIAN COURTS LOCATED IN BUDAPEST, HUNGARY.**