

General Contract Terms

The present General Contract Terms (hereinafter referred to as the ‘GCT’) includes the contractual terms of the agreement concluded between Albacomp EA Elektronikai Korlátolt Felelősségű Társaság (registered seat: 8000 Székesfehérvár, Mártrók útja 3. B. ép., company registration number: 07-09-021718) and its clients in order to produce electronic devices and accessories.

1. DEFINITIONS

- 1.1. Contractor: the Albacomp EA Elektronikai Korlátolt Felelősségű Társaság (registered seat: 8000 Székesfehérvár, Mártrók útja 3. B. ép., company registration number: 07-09-021718)
- 1.2. Client: any natural or legal person or unincorporated organization that concludes an agreement with the Contractor on producing electronic devices and accessories. The Client acts within its profession, independent occupation or business activity during the transaction (The Contractor and the Client are referred to as the ‘Parties’ or individually as the ‘Party’)
- 1.3. Plan(s): plan, specification, material list, wiring diagram and other data for the production of electronic devices, which are necessary for the production of electronic devices (including details of any devices and tools provided by the Client), on the basis of which the Contractor manufactures the ordered electronic devices
- 1.4. Contact Data: data specified in subsections 2.3 and **Hiba! A hivatkozási forrás nem található..**
- 1.5. Products: products manufactured by the Contractor based on the Client’s order.
- 1.6. Agreement: the contract concluded by the Parties in order to produce electronic devices and accessories that includes the regulations of the GCT and other contractual statements of the Parties.
- 1.7. Confidential Information: all data, documentation and information provided by one Party to the other Party in connection with the Agreement and prepared by the Contractor during the performance of the Agreement using this information.

2. ENTERING INTO CONTRACT

- 2.1. During the conclusion of the contract, the Client submits the Plans to the Contractor and communicates the number of ordered Products. Upon receipt of the Plans, the Contractor shall send a price offer to the Customer.
- 2.2. Unless otherwise provided in the price offer, the Contractor shall be bound to the offer for 30 days from the date of dispatch. If the cost of purchasing the materials used for the Products increases by at least 5% compared to the price quoted by the Contractor, the Contractor shall be entitled to increase the contractor’s fee by the amount of the cost increase.
- 2.3. When making an order, the Client shall inform the Contractor about its contact data – providing at least the following:
 - 2.3.1. Name / Corporate name;
 - 2.3.2. Name of contact person;
 - 2.3.3. E-mail address.
- 2.4. The Contractor shall communicate its contact data to the Client in the price offer.

- 2.5. The Agreement is concluded by the Client accepting the price offer of the Contractor. In case the Client intends to complete or amend the price offer, this shall be considered a new offer, and the Agreement shall be concluded accordingly only if the Contractor accepts the addition or amendment.
- 2.6. The Parties may deviate from the provisions of the GCT only by means of a written contract or a mutual declaration made using the Contact Data. Declarations concerning the amendment, termination and performance of the contract concluded between the Parties shall be valid in writing, in the form of a written declaration sent to the registered office (residence) of the other party, or a declaration communicated using the Contact Data.

3. INSTRUCTIONS, INFORMATION

- 3.1. The Client is entitled to give instructions to the Contractor.
- 3.2. Along with submitting the Plans to the Contractor, the Client shall inform the Contractor if producing the ordered Products requires the application of special technical measures or technical settings, in particular, but not limited to if such accessories or components shall be installed on the products that require the application of different temperature profile than the temperature profile enclosed to the present GCT.
- 3.3. If the accessories or components necessary for the production are provided by the Client, surface mounted devices shall be handed to the Contractor in a condition suitable for machine implantation, i.e. in a tape, a tube or a tray. When determining the quantity of accessories or components to be handed to the Contractor in tapes, the Client shall calculate with a few percent of material loss due to error of measurement or lacing up and unlacing. Should the Client breach the provisions of this clause, the Contractor is entitled – at his own discretion – to claim the additional costs related to such breach or to cancel the Agreement.

4. PACKAGING, DELIVERY

- 4.1. The Products shall be packed and delivered by the Contractor. The Contractor is entitled to use a vicarious agent for packaging and delivery.
- 4.2. The Contractor's price offer includes an indicative amount regarding delivery costs which may differ from the actual delivery costs. The precise costs of delivery will be described after manufacturing, and it depends on weight and volume of the Products and the current tariff of the shipping companies.
- 4.3. Domestic delivery is free of charges in case of orders above 150,000 HUF (excluding taxes). Delivery fee for domestic delivery in case of orders 150,000 HUF or less (excluding taxes) is 1,500 HUF.
- 4.4. In case of an order above 3,000 EUR (excluding taxes) delivery is free of charge to the following countries: Germany, Austria and the Netherlands.

5. HANDOVER

- 5.1. Any production deadline has binding effect only if expressly confirmed in writing by the Contractor. If the Client requests the production of a prototype before the production of the Products, the production deadlines shall not be calculated from the acceptance of the price offer, but from the acceptance of the prototype by the Client. The Client declares that a

delivery delay of up to 14 calendar days shall not be considered as a breach of contract, and the Client shall not enforce its claims in the event of a delay not exceeding this deadline.

- 5.2. The Contractor performs by handing over the Products to the Client. After receiving the Products, The Client shall bear the risk of damages.
- 5.3. The Client acquires ownership of the Products after full payment of the contractor fee and acquisition of possession of the Products.
- 5.4. The Client shall inspect the Products without delay and to notify the Contractor of any quality objections within 15 days.
- 5.5. In the absence of a quality objection, the Client shall issue a certificate of performance within 15 days of receipt. If the Client does not submit a quality objection within the above deadline, the certificate of performance shall be deemed to have been provided.

6. QUALITY OBJECTIONS AND COMPLAINTS

- 6.1. The Client may indicate any quality complaint related to the Products in the form of a written statement sent to the registered office of the Company or a statement communicated using the Contact Data.
- 6.2. If the inspection of the defective Product is necessary, the Client shall return the defective Product to the Contractor with the simultaneous notification of the Contractor.
- 6.3. The Contractor will inspect the returned Products and take corrective action if necessary.
- 6.4. The Contractor shall perform in accordance with the contract if, after examining the objections communicated by the Client and the defective Products, the proportion of Products not properly designed in accordance with the Plans does not exceed the rate of 0.5%. In the event of an error rate not exceeding 0.5%, the Contractor shall not be obliged to replace or repair the defective Products.
- 6.5. If the accessories or components necessary for the production are provided by the Client, and the Client hands over the surface mounted devices in a tape, the Parties shall deem a 2% but minimum 2 pieces deviation of the number of finished Products from the total number of ordered Products as performance in conformity with the contract and the Contractor shall not be obliged to replace the missing Products. In this case, the Parties shall examine the error rate specified in clause 6.4 as a ratio of the total number of manufactured Products and the Products not in conformity with the Plans.
- 6.6. The Contractor does not undertake a guarantee.

7. WARRANTY ON LEGAL DEFLECTS

- 7.1. The Client warrants that it is entitled to the lawful use, utilization and transmission of the Plans to the Contractor.

8. CONTRACTOR FEE, PAYMENT CONDITIONS

- 8.1. The contractor fee consists of material costs, tool costs, labor fees, and delivery fee.
- 8.2. The Contractor may issue an invoice after the Client issues the certificate of performance, or in the absence of quality objection, after the period described in subsection 5.4.

8.3. The Client shall pay the contractor's fee by bank transfer to the bank account number indicated on the Contractor's invoice. In case of late payment, the Contractor is entitled to late payment interest according to paragraph 6:155. § (1) of the Hungarian Civil Code and a flat-rate collection cost according to act IX. of 2016.

8.4. The Client may not set off its claims to its debts towards the Contractor.

9. FORCE MAJURE

9.1. In case the manufacture of the Products or the procurement of the necessary materials is impeded because of reasons unforeseeable by the Parties at the time of the conclusion of the contract and beyond the Contractor's control, in particular, but not limited to, fire, earthquake, flood, severe weather, epidemic, quarantine, border or other official travel restrictions, terrorist acts, uprising, civil war or war, the Parties consider this to be a case of force majeure.

9.2. The Contractor shall notify the Client immediately of the force majeure situation. In the event of force majeure, the Contractor shall be released from performance of the contract and shall not, in particular, be liable for any delay in performance.

10. LIABILITY

10.1. The Contractor shall not be liable for any damage arose on the part of the Parties or third parties resulting from the illegal use of the Plans by the Customer. In the event of illegal use of the Plans by the Client, the Client shall bear the full damage resulting from the conclusion of the contract.

10.2. The Contractor shall not be obliged to examine the technical suitability of the Plans. The Contractor shall not be liable if the Product manufactured on the basis and in accordance with the Plans is not functional, does not have the characteristics or provide the performance that is expected by the Client, or is not fit for the purpose that the Client intended.

10.3. The Contractor shall not be liable for damages resulting from the defect of the materials and equipment provided by the Client, as well as from the improper storage of the Products by the Client.

10.4. The Contractor shall not be liable for damages arising from the failure of the obligation of providing information specified in clause 3.2.

10.5. The Contractor shall not be liable for indirect or consequential damages.

11. CONFIDENTIALITY

11.1. All Confidential Information shall be kept strictly confidential.

11.2. The Contractor is entitled to use the Confidential Information, or parts thereof, only for the purpose of performing the Agreement. A Party may use, disclose or disclose Confidential Information for purposes other than the performance of the Agreement and to disclose it only with the permission of the other Party.

11.3. The obligation of confidentiality prescribed in this Article shall remain after the termination of the Agreement.

11.4. The obligation of confidentiality prescribed in this Article shall not apply in cases where the disclosure of Confidential Information is required by a court or other official order in its official proceeding.

12. DISSOLUTION OF THE AGREEMENT

- 12.1. The Client may dissolve the Agreement by cancelling before the start of performance. After the start of performance, the Client may terminate the Agreement with the consent of the Contractor, in which case (unless otherwise provided by the Parties) it shall pay the contractor's fee except delivery fees.
- 12.2. If the Contractor has any reasonable doubts about the solvency of the Client, he is entitled to suspend the performance of the Agreement until an advance payment is made, or to cancel the Agreement. It is considered as a reasonable doubt about the Client's solvency especially if the Client is late in paying a previous order, the Client's tax number is deleted, or in case an enforcement, bankruptcy, compulsory cancellation or liquidation proceeding is initiated against it.
- 12.3. If the accessories or components necessary for the production are provided by the Client, the Contractor is entitled to cancel the Agreement in case of the infringement of clause 3.3

13. MISCELLANEOUS

- 13.1. General contract terms applied by the Client become only the part of the Agreement if they are signed by the Parties. The GCT becomes the part of the Agreement if not disputed by the Client within 3 days of their sending to the Client. In case of any dispute regarding the regulations of the GCT, only the disputed terms and conditions shall not become part of the Agreement, however, the undisputed part of the GCT shall become part of the Agreement. The GCT shall become part of the Agreement even if it has become part of a previous agreement between the Parties in accordance with the provisions of this clause.
- 13.2. The Parties agree to apply the law of Hungary to the Agreement and matters not detailed in the Agreement shall be settled by the relevant Hungarian legislation.
- 13.3. The Parties shall endeavor to settle disputes arising from this Agreement amicably. In the event of failure to do so, the Parties stipulate the jurisdiction of the Hungarian courts to adjudicate any legal disputes arising from the Agreement.

Székesfehérvár, 1st September 2020.