

# GENERAL TERMS OF DELIVERY

of Anton Paar Hungary Kft.

H-1096 Budapest, Telepy u. 24.



## 1 Scope

- 1.1. Unless otherwise agreed in writing, these General Terms of Delivery ("Terms") shall exclusively govern all sales and deliveries made by **Anton Paar Hungary Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság** (seat: 1096 Budapest, Telepy utca 24.; company reg. nr.: 01-09-286204) ("Anton Paar") for non-consumer Buyers.
- 1.2. Any deviation from these Terms is only valid and binding, if it is expressly agreed in writing by Anton Paar. Buyer's general terms of purchase or any similar unilateral terms of Buyer do not become part of the contract, even if they are referred to or contained in an order accepted by Anton Paar.

## 2 Conclusion of contract

- 2.1. Anton Paar's quotations are estimates without legal implications. No rights can be derived from statements or pictures appearing in catalogues, websites, folders, promotional literature and the like. Oral statements are binding only if confirmed by Anton Paar in writing.
- 2.2. When the Buyer wishes to place an order for Anton Paar's products, it shall submit an order form to Anton Paar. Such order shall be treated as an offer by the Buyer to contract with Anton Paar, but shall not be binding on Anton Paar until accepted in accordance with clause 2.3.
- 2.3. If Anton Paar, at its discretion, accepts the Buyer's order, it shall issue an order confirmation to the Buyer. The contract is concluded upon the issuance of such order confirmation or conclusively (by means of Anton Paar's performance). Oral or written statements shall only be binding, if expressly confirmed in the order confirmation.
- 2.4. Amendments of or additions to the contract require Anton Paar's written consent. Orders, order confirmations as well as amendments to them and other written confirmations are also valid if submitted electronically.

## 3 Prices

- 3.1. Prices only cover the products and/or services, including standard packaging, and are calculated EXW Anton Paar (Incoterms 2020), excluding freight, insurance, value added tax or any other applicable sales tax, customs, import or other duties levied in respect of delivery, unloading and subsequent handling, maintenance and pre- or after sales services.
- 3.2. If applicable according to the agreed delivery term (Incoterms 2020), these costs, expenses and

charges will be invoiced to Buyer separately. Packaging materials will be taken back only by express agreement and in any case, at the Buyer's risk and cost.

- 3.3. Prices are based on the time of the first quotation. In the event that the costs have increased by the time of delivery or if the order placed is not in accordance with the quotation, Anton Paar reserves the right to adjust prices accordingly.
- 3.4. Bonuses and/or price discounts shall only be applicable if prices are paid in full and in a timely manner.

## 4 Payment

- 4.1. Unless agreed otherwise, the Buyer shall effect payment to Anton Paar within 30 days from the date of the delivery of the goods or performance of the services, based on Anton Paar's invoice. Payments shall be made in HUF/ Euro or any other agreed currency by bank transfer to one of Anton Paar's bank accounts free of charges for Anton Paar. If the Buyer purchased goods as well as services, then these are considered separable parts of the agreement, and Anton Paar shall be authorized to invoice goods and services separately, if these are not provided at the same time. Anton Paar shall also be authorized to issue an advance payment invoice (request advance payment) regarding 100% of the price of the services upon delivery of the goods, and the final invoice shall be issued upon completion of the services. In case of project prices, Anton Paar shall be authorized to issue an advance payment invoice (request advance payment) regarding 100% of the price of the services upon delivery of the goods.
- 4.2. If the Buyer fails to make any payment to Anton Paar by the due date, Anton Paar may without prejudice to its other rights
  - a) charge interest on the overdue amount at the rate of 1.25% per month, such interest accruing on a daily basis from the due date until the date of actual payment of the overdue amount; and/or
  - b) suspend performance of its obligations, without any liability to the Buyer for such delay, until full payment has been made; and/or
  - c) claim compensation from the Buyer for all costs and expenses arising from the delay in payment prior to legal action, with special regard to the amount specified in Article 3 Subsection 1 of Act IX of 2016 on Reimbursement Average Costs.
- 4.3. Title to the products will pass to the Buyer upon the date of delivery, provided all outstanding sums owed by the Buyer to Anton Paar have been fully paid by then; otherwise title is retained by Anton Paar until all due sums are fully paid. In case of a resale of a product for which Anton Paar

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retains title, the Buyer assigns his claim out the resale, to Anton Paar to secure Anton Paar's rights, even if the product is processed, transformed or combined with other commodities. Buyer furthermore undertakes to state the fact of the title retention and/or assignment in his books and invoices. Upon request from Anton Paar, Buyer shall inform him of the assigned amounts by also providing the name of the obligee as well as all documents and data supporting the assignment, and shall inform the obligee of the assignment. Should third parties present a claim on the products, Buyer shall inform these third parties forthwith that the title to the product lies with Anton Paar.

4.4. The Buyer may not withhold or retain payments or other obligations or offset them against any amount due to Anton Paar.

4.5. Anton Paar shall be authorized to issue its invoices electronically.

## 5 Delivery

5.1. Unless agreed otherwise, the products will be provided EXW Anton Paar (Incoterms 2020) and risk of loss of the products will pass to the Buyer upon such delivery point, whether or not the shipment is effected, organized or supervised by Buyer or Anton Paar and regardless of any installation or assembly work to be performed by Anton Paar after the delivery of the products.

5.2. Delivery or performance dates in relation to the supply of products are approximate only. Unless otherwise expressly stated by Anton Paar, time is not of the essence for delivery of the products and Anton Paar will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.

5.3. The actual delivery time will depend on the fulfillment of the preliminary conditions and shall start at the latest of the following dates:

- a) the date of order confirmation by Anton Paar;
- b) the date of fulfillment by Buyer of all the conditions, technical, commercial and other, for which he is responsible;
- c) the date of receipt by Anton Paar of a deposit or security due before delivery of the goods in question.

5.4. Buyer shall obtain whatever licenses or approvals may be required from authorities or third parties for the construction of plant and equipment. If the granting of such licenses or approvals is delayed for any reason, the delivery period shall be extended accordingly.

5.5. Anton Paar may carry out, and charge Buyer for, partial or advance deliveries or performance of services. If delivery on call is agreed upon, the

commodity shall be deemed called off at the latest one year after the order was placed.

5.6. Anton Paar shall not be in breach of a contract nor liable for any failure or delay in performance of any of its obligations and the delivery time shall be extended accordingly in case of unforeseeable circumstances or circumstances beyond the parties' control, which impede compliance with the agreed delivery time, including but not limited to fire, flood, earthquake, windstorm or other natural disaster, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; labor disputes; voluntary or mandatory compliance with any law; accidental damage; loss at sea; adverse weather conditions; shortage of raw materials; loss of major suppliers; interruption or failure of utility service, including but not limited to electric power, gas or water, delays in transport or customs clearance, damages in transit; regardless if they affect Anton Paar or any of its subcontractors.

## 6 Warranty

6.1. For the period of thirty-six months from the delivery, Anton Paar warrants that the delivered Instrument as defined below a) conforms to the specifications provided by Anton Paar; and b) is free from latent or patent defects in material or workmanship that impede the use of the products as specified by Anton Paar, provided all mandatory maintenance in accordance with the Instrument's manual, if any, has been performed by Anton Paar or a representative authorized in writing by Anton Paar and subject to the provisions of 9.2. An Instrument ("Instrument") means an instrument and all its accessories purchased from Anton Paar. Custom tailored solutions are explicitly excluded. The warranty will immediately lapse if mandatory maintenance is not performed according to the provisions of this clause.

6.2. If a product is found to be defective during the warranty period, Anton Paar shall remedy such deficiency, at its option and its cost, by the repair or replacement of the defective product at the Buyer's or Anton Paar's premises or an adequate reduction in price. The warranty period for the repaired or replaced product shall run for the remainder of the initial warranty period. Any and all other costs and/or expenses, including but not limited to shipping, travel costs and accommodation costs shall be borne by the Buyer. For warranty work on the Buyer's premises, the Buyer shall make available free of charge any assistance, hoisting gear, scaffolding

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and sundry supplies and incidentals that may be required. Replaced parts shall become the property of Anton Paar.

- 6.3. Unless otherwise agreed in writing, any warranty by Anton Paar shall be to the Buyer only and may not be transferred or assigned to any third party.
- 6.4. This warranty shall be in lieu of all statutory warranty provisions. All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for a specific purpose (whether statutory or otherwise) other than those expressly set out in these Terms are excluded to the fullest extent permitted by law.
- 6.5. Anton Paar shall not be liable for a defect in the products and/or services unless the defect is notified to Anton Paar within 10 days from the date of delivery, or if the defect would not be apparent on reasonable inspection, within the long stop warranty period of thirty-six months from the date of the delivery.
- 6.6. If a product is manufactured by Anton Paar on the basis of design data, design drawings, models or other specifications provided by the Buyer, Anton Paar's warranty obligation is limited to the compliance with the Buyer's specifications and does in no event extend to material supplied by the Buyer.
- 6.7. Anton Paar accepts no warranty for the sale of used goods.

## 7 Cancellation

- 7.1. Unless expressly agreed otherwise, the Buyer may only cancel a contract for the purchase of products, if the delivery of the products has been delayed due to Anton Paar's gross culpability and the reasonable grace period set by the Buyer has expired. The cancellation shall be submitted by registered mail only. All rendered deliveries, performed Services and preparation acts will be invoiced to the Buyer accordingly.
- 7.2. Irrespective of its other rights, Anton Paar may cancel, in whole or in part, a contract for the purchase of products or Services without any liability to the Buyer, if a) the delivery of the products or performance of the Services is rendered impossible or delayed despite setting a reasonable grace period due to reasons attributable to the Buyer; b) concerns about the Buyer's solvency emerge and the Buyer, upon Anton Paar's request, does not make an advance payment or post an adequate bond prior to delivery, c) the Buyer is or becomes insolvent or bankruptcy procedures are started against Buyer, or d) the delivery is delayed due to reasons set out in clause 5.6 for more than six months.

- 7.3. Other consequences of the cancellation are excluded.

## 8 Service, maintenance and repair

- 8.1. These Terms apply mutatis mutandis to all orders for the performance of service, maintenance and repair ("Services"), unless otherwise stated herein.
- 8.2. The Buyer shall, at Anton Paar's discretion, make available the products at its premises or return them to Anton Paar's premises at Buyer's cost and risk for performance of the Services.
- 8.3. Anton Paar will, upon request and at Buyer's cost, provide a quotation for the estimated costs of the Services subject to clause 2.1.
- 8.4. If, while carrying out Service orders, Anton Paar finds the products to be in improper condition, Anton Paar shall inform Buyer of this, and Parties shall negotiate and agree on the conditions of performance (including price) for such additional services as may be required to restore and/or maintain the proper condition of the products in question, unless such Services are covered by Anton Paar's warranty obligations according to clause 6. All Services performed will be invoiced to the Buyer.
- 8.5. The place of performance shall be the place at which the Service is rendered. Risk in respect of Services passes to the Buyer upon performance of the Services.

## 9 Limitation of liability

- 9.1. Outside the scope of the product liability, Anton Paar shall be liable only if the damage in question is proved to be due to intentional acts or acts of gross negligence of Anton Paar, within the limits of statutory provisions. Anton Paar shall not be liable for damage due to acts of ordinary negligence.
- 9.2. Anton Paar shall not be liable for and disclaims all warranty obligations for any damages or losses arising from the Buyer's (or any third party's) subsequent use or misuse of the products and/or services including, without limitation
  - a) fair wear and tear, including such components and parts which by their nature wear away;
  - b) abnormal working or operating conditions beyond those referred to in the product specification, including atmospheric discharges, excess voltage and chemical influences;
  - c) the Buyer's (or any end user's) negligence or willful misconduct, or that of its agents or employees, or any failure to follow Anton Paar's instructions as to use of the products;



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- d) assembly, installation, modification, alteration, service or repair work not undertaken by Anton Paar or a representative authorized by Anton Paar in writing; and
  - e) compliance or non-compliance with licensing requirements.
- 9.3. Anton Paar's liability for any and all claims, whether based on contract, tort, statute, indemnity or otherwise, arising out of or in connection with this agreement are limited in their aggregate total to the value of the respective order. Any claims exceeding this limitation of liability are expressly excluded.
- 9.4. In no event shall Anton Paar be liable to the Buyer for (i) any indirect, special, consequential, incidental or punitive loss or damage; or (ii) loss of data or other equipment or property; or (iii) economic loss or damage; or (iv) incurring of liability for loss or damage of any nature whatsoever suffered by third parties, including in each case incidental and punitive damages; or (v) any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill in connection with or arising out of an order.
- 9.5. Subject to the preceding subparagraphs of this section 9 and the limitations of liability set out herein, any and all claims that may arise out of or in connection with an order shall, to the extent legally possible, be dealt with in accordance with the respective liability insurance coverage policy of the parties.

## 10 Special provisions regarding sale-or-return type agreements

- 10.1. Upon specific agreement of the parties, Anton Paar may sell goods to Buyer with the possibility of Buyer rescinding the agreement in writing (by e-mail and enforced by registered mail posted within this deadline) within the time limit specified by the Parties, and returning the purchased goods in their original packaging at his own costs to Anton Paar immediately.
- 10.2. Anton Paar shall be authorized to request payment in accordance with the stipulations of Article 4. If the Buyer rescinds the agreement within the time limit agreed by the Parties, then Anton Paar shall issue a credit note for the invoiced price upon receipt of the returned goods, and shall repay all amounts (deducting the amounts specified in Anton Paar's quotation) already paid by Buyer within 15(fifteen) days from the credit note date.
- 10.3. Should the Buyer, within the rescission period, alienate, encumber, otherwise dispose of, excessively use or damage the product in any way (except fair wear and tear), then he shall lose

his right of rescission, and Anton Paar shall be authorized to send back the goods to the Buyer without issuing a credit note. Alternatively in such cases Anton Paar, in its own discretion, shall be authorized to deduct the amount of compensation for the damages from the repayable amount, and issue the credit note for (and repay) this mitigated amount.

## 11 Waste management

- 11.1. All Buyers with a seat in Hungary, who purchase electronic and electrical goods for business purposes, undertakes to finance the recollection and treatment of said equipment in accordance with the applicable legal provisions, if Buyer himself is the user of the goods. If the end user is not the Buyer, then Buyer shall, by virtue of an agreement, devolve the financing costs to his buyer, and shall document this towards Anton Paar.
- 11.2. All Buyers with a seat in Hungary shall make all information available to Anton Paar which is necessary for Anton Paar as importer to be able to perform his obligations regarding the handling of waste.
- 11.3. All Buyers with a seat in Hungary shall be liable towards Anton Paar for all damages and pecuniary drawbacks suffered by Anton Paar due to the Buyer's omission to perform his financing obligations or any other obligation specified in this Article 11. Buyer shall be liable for proving his contractual performance.

## 12 Statute of limitations

- 12.1. The Buyer's right to redress for all claims against Anton Paar arising out of the Buyer's warranty obligations to a customer further to a resale of the products is excluded. Where the exclusion of the redress is prohibited by mandatorily applicable law, the right to redress is limited by the warranty period provided under clause 6.1. or such minimum period as provided for by law.
- 12.2. All other claims must be brought before the competent courts by the Buyer within two years from the delivery, except in cases statutory law provides for a shorter period of limitation.

## 13 Intellectual property rights

- 13.1. No rights in relation to Anton Paar's existing or future intellectual property rights (which include copyright, database rights, topography rights, design rights, trade marks, patents, domain names and any other intellectual property rights of a similar nature, whether or not registered, subsisting anywhere in the world in or associated

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with its products) are granted or conferred to the Buyer.

- 13.2. The Buyer shall indemnify and hold harmless Anton Paar from any claims, damages or losses arising out of or in connection with any infringement of industrial property rights of any design data, design drawings, models or other specifications provided by the Buyer.

## 14 Export control regulations

- 14.1. The Buyer acknowledges and agrees that any delivery made by Anton Paar is subject to and the Buyer is obliged to comply with all applicable export control regulations.
- 14.2. The Buyer may not resell, (re)export or otherwise transfer any products of Anton Paar in violation of applicable export control regulations and shall be liable to and keep indemnified and hold harmless Anton Paar from any claim arising out of the breach of this provision.

## 15 Compliance

- 15.1. The Buyer agrees to comply with all applicable laws, statutes, regulations, codes and other legal requirements, including without limitation, health, safety, security and environment, anti-corruption and anti-bribery.

## 16 Applicable law and jurisdiction

- 16.1. The contract is subject to the laws of Hungary excluding its conflict of law provisions. The application of the UN Convention on Contracts for the International Sale of Goods is renounced.
- 16.2. All disputes arising out of or in connection with the present contract shall be exclusively brought before the competent courts in Hungary.

## 17 Miscellaneous

- 17.1. If a provision of these Terms is or becomes ineffective, invalid or unenforceable, the other provisions of these Terms shall remain unaffected. The ineffective, invalid or unenforceable provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the commercial intention of the invalid, illegal or unenforceable term or provision.
- 17.2. The Buyer shall keep in strict confidence all information, including quotations, tender documents and the like, obtained in the course of its relationship with Anton Paar and shall immediately return any information to Anton Paar upon request or in case the Buyer does not place the respective order with Anton Paar.

- 17.3. The Buyer may not assign its rights and obligations arising out of or in connection with an order to any third party without Anton Paar's prior written consent.

- 17.4. These Terms were made in Hungarian. In the case of foreign language translations, the Hungarian version governs.

- 17.5. The Parties are responsible for ensuring the receipt of correspondence at the delivery addresses specified in the documents. If a postal item is returned as "unclaimed", "unknown address", "moved" or "refused", the Parties regard the contents of the item as having been communicated as of the 5<sup>th</sup> working day following the date of dispatch.

## 18 Data protection

- 18.1. Parties may request the other Party to provide certain personal data (employee personal data, or the personal data of the data subject of their delivery agent) to them, such as the name, position, telephone number, e-mail address of the other Party's contact persons to facilitate the fulfilment of this Contract. The Parties may hold such data in databases accessible by their employees/agents, and may use such data for the fulfilment of this Contract and may liaise with one another, including, but not limited to financial administration.

- 18.2. The Parties agree that they shall process and retain any employee personal data and the personal data of the data subject of their delivery agents provided to each other during the term of the contract, in compliance with their legitimate interests, for the purpose of fulfilling this Contract and liaising with one another, until the expiry of the general period of limitation starting on the termination date of the contract, to settle any potential future disputes, and to comply with the applicable legal requirements.

- 18.3. The Parties agree that the providing party shall be responsible for the disclosure of the above mentioned personal data of the employees or of the data subject of the delivery agents, therefore, the providing party shall be responsible for informing the data subjects about the information relating to the processing of their personal data, the rights conferred to the data subjects, and any potential data transfer performed for the purpose of data processing.

- 18.4. The Parties undertake to have their employees or the data subject of their delivery agents to sign a confidentiality agreement regarding the processing and retention of personal data provided by the other Party, and shall prohibit them from taking with them any personal data

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provided to them in relation to this contract, when their employment is terminated.

- 18.5. The Parties agree that they shall take all the necessary technical and organisational measures to protect the data in compliance with the effective legal requirements. Upon written request, the affected individuals shall have the right to ask a copy of the data retained about them, or to request the clarification or correction of their data by sending a written notice to the relevant Party, or to exercise their other rights specified by law. The Parties shall at all times follow the data processing notice disclosed on their websites.
- 18.6. The Parties are aware that the above-mentioned employees and the individuals employed by their delivery agents may object to the processing of their data, or may request that restriction is applied to such data processing. With respect to the foregoing, the Parties undertake to promptly inform the other party, if an employee/data subject of the delivery agent objects to the processing of their data, and the relevant Party has decided to terminate the data processing after due consideration of the related interests, or if an employee/data subject of the delivery agent has requested the restriction of data processing, the relevant Party shall also promptly inform the other party about such request and for the purpose of fulfilling the same.
- 18.7. Buyer hereby accepts that in case of delay in payment, Anton Paar may hand over data pertaining to the Contract to a debt handler, who shall be authorized to process said data in order to obtain payment of the outstanding debt. Buyer acknowledges that during said data handover, personal data may also be handed over, specifically if the Buyer is a natural person or a private entrepreneur; in case of a company as Buyer, contact data may be handed over. If Anton Paar hands over personal data, it shall protect said data in accordance with applicable legal regulations.
- 18.8. For all handling of personal data apart from the fulfillment of the Contract and contacts (e.g. training, registration of equipment handlers, fault notification, proof of performance, etc.), the data privacy policy of Anton Paar found at <https://www.anton-paar.com/hu-hu/adatkezelesi-szabalyzat/> shall be applicable. Buyer by signing the present Contract hereby states that it has read, acknowledged and accepted the contents of the privacy notice.

electronically. If the Buyer makes no written statement within 15 days from the date of receipt, the new conditions of the contract enter into effect as of the 16<sup>th</sup> day following the date of receipt. If the Buyer does not accept the modified Terms and makes a statement to that effect within 15 days, the Parties shall commence negotiations about the amendment within a further 15 days. If such negotiations are unsuccessful, either Party may terminate the Contract with immediate effect.

## 19 Modification of these Terms

- 19.1. Anton Paar reserves the right to unilaterally modify these Terms at any time. Anton Paar shall send the modified version to the Buyer by post or