

## General Terms and Conditions of Purchase of ThyssenKrupp Presta Hungary Kft.

These General Terms and Conditions of Purchase shall apply to purchase orders for goods and services.

Purchaser's terms and conditions of purchase shall apply exclusively. Supplier's terms and conditions which conflict with or deviate from Purchaser's conditions of purchase shall not be recognized by Purchaser unless Purchaser expressly consents to their validity in writing. Purchaser's conditions of purchase shall also apply if Purchaser unreservedly accepts the delivery in the knowledge of conflicting or deviating Supplier's conditions.

Supplier: all business associations with legal personality or business associations without legal personality which supply goods or deliver services for Purchaser.

### I. Purchase orders and other declarations

Purchase orders shall be binding upon Purchaser only if they are placed or confirmed by Purchaser in writing. The same applies to other declarations.

### II. Prices

Unless otherwise agreed, prices are deemed free destination - in the case of delivery by rail, free siding - including packaging.

### III. Invoicing and payment

Payment shall be made within 30 days of receipt of goods and invoice less 2% discount or within 60 days without any deduction by payment means of Purchaser's choice. Any delivery effected before the agreed date shall not affect the payment period tied to this delivery date. If the invoice arrives later than the goods, the calculation of the discount period shall be based on the date of receipt of the invoice.

Value-added Tax, specified by law, shall be indicated separately.

### IV. Assignment / Company Setoff Clause

- Without Purchaser's prior written approval Supplier may not assign any or all of its contractual entitlements to third parties.
- At any time Purchaser reserves the right to set off any of its claims against the claim of Supplier established on the basis of its performance, or to retain the due disbursements payable to Supplier.
- Supplier agrees that Purchaser, on the basis of an authorization existing for the ThyssenKrupp Company; shall be entitled to set off any and all receivables from Supplier of ThyssenKrupp AG and those companies in which, at the time of setoff, ThyssenKrupp AG directly or indirectly holds a majority interest at any level (subsidiaries) against any and all liabilities of ThyssenKrupp AG and the above-mentioned companies vis-à-vis Supplier. An actual list showing the majority interests of ThyssenKrupp AG, including in particular:

ThyssenKrupp Engineering AG  
 ThyssenKrupp Automotive AG  
 ThyssenKrupp Industries AG  
 ThyssenKrupp Materials & Services AG  
 ThyssenKrupp Steel AG  
 and the subsidiaries assigned to the respective segments

will be sent to Supplier on request.

### V. Delivery periods, deadlines

If Supplier recognizes that it is unable to meet agreed delivery periods and deadlines indicated in the purchase orders, contracts or otherwise agreed, it must notify Purchaser immediately in writing.

### VI. Guarantee

- Supplier warrants that its supply exhibits the contractually agreed properties and is free of defects which nullify or diminish its value or suitability for the normal or contractually required use.

- The guarantee commences on acceptance of the goods.
- The guarantee period is [24] months, unless there is a longer warranty or guarantee period specified by law. For repaired or replaced parts the guarantee period recommences.
- All defects within the meaning of 1 which are notified within the guarantee period shall be repaired by Supplier without delay. If this is not possible or is unreasonable for Purchaser, Purchaser shall be entitled to the replacement of the goods and supply of defect-free goods. The costs of remedying goods or of supplying replacements, including all incidental costs (e.g. freight) shall be borne by Supplier.
- If Supplier fails to meet the above guarantee obligations or fails to do so in accordance with the contract, or if the circumstances are urgent, Purchaser shall be entitled to carry out the necessary measures at Supplier's expense. In particular, but not exclusively Purchaser may replace damaged parts themselves, have them replaced by third parties or procure replacements from third parties. The right to cancel the contract, reduces payment or claim compensation shall remain unaffected by this.
- Supplier is obliged to compensate the damages caused by its defective performance.
- Supplier undertakes to conclude appropriate liability insurance on its own cost for damages belonging to its own risk. At the request of Purchaser, Supplier shall confirm the insurance sum by insurance event. Neither the sum nor the conditions of the insurance shall effect or limit the liability of Supplier under contract and the relevant governing law.
- Purchaser is legally entitled to the guaranties set forth in the Hungarian Civil Code.

### VII. Damage risk and ownership transfer

- Damage risk and ownership shall pass over to Purchaser after formal acceptance of the goods.
- Supplier is obliged to indicate precisely the order number, the order item, the data of the place of order and the addressee on all freight documents, delivery notes, and on the outside packaging. If Supplier does not comply with these obligations, Purchaser shall not be liable for any delay, damage or additional costs originating from the failure of such compliance.
- Purchaser reserves the right to examine the quantity and quality on receipt and to conduct the quality inspection according to the terms specified under the Hungarian Civil Code. An objection shall be considered duly announced if the Supplier is notified by Purchaser within 8 days after the receipt of the goods or when the covert fault is detected.

### VIII. Quality management

If the Supplier operates a quality management system, it is obliged to handover the ISO 9001 certificate to Purchaser and to prove quality of goods with sufficient certificates. If Supplier has no sufficient certificates, then the performance has to suit to the up-to date technical and other applicable effective provisions.

### IX. Disputes, jurisdiction

The parties shall resolve their disputes in connection with or arising from these General Terms and Conditions amicably with conciliation. If such dispute is not resolved within 45 days the parties agree to submit their dispute to the exclusive jurisdiction of the Central District Court of Pest or to the Metropolitan Court in case of lack of scope of authority.

### X. Applicable law

Legal relationship between Purchaser and Supplier shall be governed by the substantive laws of the Republic of Hungary. The wording of these General Terms and Conditions of Purchase in Hungarian language shall prevail.



## ThyssenKrupp Presta Hungary Kft.

### **XI. Prohibition of advertising / secrecy**

1. The use of Purchaser's inquiries, purchase orders, related correspondence and the circumstance of a supply relationship or the development thereof for advertising purposes requires Purchaser's prior written consent.
2. Supplier shall maintain secrecy vis-à-vis third parties in respect of all operational events, facilities, plants, documents etc. used at Purchaser's premises or branch offices or those of its customers which become known to Supplier in connection with the fulfillment for Purchaser, also after submission of the corresponding offers

and after completion of the contract. Supplier shall impose corresponding confidentiality obligations on its subcontractors or vicarious agents.

### **XII. Severability**

Should individual provisions of the General Terms and Conditions become entirely or partly invalid, the remaining provisions shall remain valid. An invalid or unenforceable provision shall be seen as replaced by the valid and enforceable provision which comes closest to serving the economic purposes pursued by the parties within a legally acceptable framework.