

GENERAL CONTRACTUAL CONDITIONS

Rimessa Hungary Ltd. (head office: 1033 Budapest, Hévízi út 3/e, premises: 2013 Pomáz, Céhmaster út 27) hereinafter referred to as the "*Commercial Service Provider*", provides its commercial activities to its customers in accordance with the following provisions:

1. General provisions

1.1 Legal scope of the contract

These Terms and Conditions shall generally govern in all matters not otherwise expressly provided for in the contract concluded with the Customer. The Commercial Service Provider reserves the right to amend the Terms and Conditions. The Commercial Service Provider shall publish the amendment by posting it in its premises open to Customer traffic and shall make it available on its website. The Commercial Service Provider shall notify Customers of the amendment to the Terms and Conditions by posting the amended Terms and Conditions in the premises open to Customer Traffic at least 30 days before the date on which the amendment enters into force, by means of a notice in the form of a publication, and shall also make this notice available on its website. In all matters not covered by the contract concluded between the Commercial Service Provider and the Customer, the Commercial Code, the Civil Code and other applicable legislation governing the legal relations of the Commercial Service Provider's customers shall prevail.

1.2 Contracting parties

The parties for the purposes of these Terms and Conditions are the Customer and the Merchant. The Customer is the natural person, legal entity or unincorporated business entity to whom the Commercial Service Provider provides sales, production or services. The provisions of the Commercial Code shall apply to the sales relationship between the Commercial Service Provider and the Customer.

1.3 Publicity of the business rules

The Commercial Service Provider shall ensure that the Customer is made aware of the Terms and Conditions before the business relationship is established. The terms and conditions are public and can be consulted by any person, and are posted in an easily accessible place in all the premises of the service provider open to customers.

2. Pricing

2.1 Our prices are set in Hungarian forints: warehouse and site prices include the packaging costs of the goods, customs and customs clearance costs in case of import purchases, but exclude VAT on the value of the goods and transport costs between our site and the delivery address.

2.2 For sales abroad, the price will be determined in euro: all other conditions under 2.1

2.3 Our prices are suggested retail prices.

2.4 Our company reserves the right to pass on to the Customer any verifiable increase in costs after the conclusion of the contract, provided that the Customer is informed in writing of the fact. The Customer shall be entitled to withdraw from the contract within 2 days of receipt of the information, but shall be obliged to reimburse the incurred and verifiable costs at the same time as the withdrawal.

2.5 Our prices do not include survey and installation costs. This is calculated individually for each gate.

2.6 The prices agreed in the contract are valid on condition of performance within the time limit stipulated in the contract. If the Commercial Service Provider is in default due to the fault of the Customer, the Customer is in default of payment, and if there is a devaluation(s) of the domestic currency (HUF) of more than 4% between the signing of the contract and the date of payment, the Commercial Service Provider shall be entitled to issue a supplementary invoice corresponding to the rate of the exchange rate change. Unless otherwise specified in the order, confirmation or in the points of the sales contract, the list price valid at the Commercial Service Provider shall be applicable for the determination of prices.

3. Request for quotation, order

3.1 The invitation to tender and the preparation thereof are not binding on either party. Our offers are declarations without commitment. We reserve all rights of authorship and ownership of the documents, drawings and documents sent or enclosed with the offer, contract and delivery, and their reproduction and transmission to third parties shall only be permitted with our consent.

3.2 The Order shall only become binding when the Customer pays the Fee (50% of the value of the Goods), the Commercial Service Provider then draws up a production plan and sends the *Order Confirmation* in writing, specifying the expected execution date.

3.3 Any changes to the order must be notified in writing within 1 working day. Changes may affect the execution time and the price. Requests for modifications after the start of production can only be accepted with reimbursement of the production costs incurred up to that point.

3.4 The order will be fulfilled between the 2nd and 30th working day. The determination of the delivery date will be influenced by whether the order requires standard or customized realization.

4. Delivery, receipt, storage

4.1 If the Customer carries out the delivery on its own account, it must deliver the goods from the premises of the Merchant within 14 working days of the report of readiness, during which time the Merchant will store the goods free of charge. Thereafter, if warehouse space permits, it shall continue to store the Goods at the Customer's request, risk and expense. If the removal does not take place within the time limit indicated above, or if the storage space does not permit, the Commercial Service Provider may arrange for the removal at the Customer's expense and expense and the Customer shall be obliged to take delivery of the goods. If the Customer refuses to do so, the Commercial Service Provider shall be entitled to place the Goods in a bonded warehouse at the Customer's expense and risk. Any additional costs associated with this, e.g. transport, loading, shall also be borne by the Customer.

4.2 In any case, delivery of the goods shall be deemed to have taken place after 14 days. The Commercial Service Provider shall be entitled to issue a fee invoice for the remaining 50% of the value of the goods after the goods have been reported ready for dispatch. The Customer shall pay this fee regardless of when the

actual delivery or installation takes place.

4.3 The **cooperation agreement** between the Commercial Service Provider and the Customer shall include the terms of delivery, in the absence of a cooperation agreement, the parties shall agree in writing at the time of ordering.

4.4 In all cases, the receipt of the goods must be itemised, checking for any damage that may have occurred during delivery (in the event of damage, a written record and photographs are required).

4.5 In the case of on-site delivery, our obligation to deliver is understood to be loaded on the transport vehicle.

In the case of delivery to a specific address, i.e. if the goods are delivered by our company using its own means of transport or by its agent, the place of performance shall be the place of residence or registered office of the person entitled. If the goods are delivered by the customer using his own means of transport or by an agent of our company, the place of performance is the registered office or place of business of our company.

4.6 If the delivery is made by a carrier:

- the place of delivery is the customer's place of business (premises)
- the risk of damage during the delivery is borne by the carrier
- unloading at the place of order is the responsibility of the customer.

5. Risk taking

Our liability and risk coverage extends until the goods are released from our warehouse

6. Payment terms

Cash payment is foreseen for retail sales. Individual assessment of the payment terms is at the discretion of the Merchant.

In the case of wholesale sales, the credit limit granted by the Commercial Service Provider to individual wholesalers and the payment terms are set out in the cooperation agreement in each case.

Payment terms for retail sales are as follows:

Payment is made in 3 instalments:

1st instalment 50% of the material cost, payable at the time of order, after which the production of the ordered product starts.

Instalment II: the remaining 50% of the cost of the material. Payable after completion report.

III. instalment for transport, installation and commissioning, payable no later than the date of installation. By individual agreement, by bank transfer within 8 days of the date of take-over

In the event of late payment, the Customer undertakes to pay the contractual default interest. The amount of money received from the Customer will be settled in the following order: default interest due, costs incurred as a result of recovery, oldest debt.

In the event of a guarantee problem, the Customer is entitled to retain only the amount corresponding to the extent of the fault. The amount unduly withheld shall be considered as late payment, on which the Commercial Service Provider shall charge default interest.

The Commercial Service Provider reserves the right to sell your outstanding receivables.

7. Installation conditions

(if the parties conclude a separate agreement on installation):

7.1 the customer's obligation:

- 7.1.1 the provision of lockable dry storage on demand,
- 7.1.2 to ensure an undisturbed working area,
- 7.1.3 construction of the architectural reception structure,
- 7.1.4 the installation of the final electrical connection,
- 7.1.5 providing working electricity free of charge,
- 7.1.6 unloading goods from the trolley and moving them on site,
- 7.1.7 the responsible custody of the partly or wholly incorporated product delivered,
- 7.1.8 the customer's designated representative must check the works carried out and the to certify the acceptance of the installed structures,

7.1.9 to take delivery of the work and installation completed to specification within 48 hours of the completion report.

7.2 Supplier's obligation: to commission the equipment and to deliver it to the Customer in the commissioned condition with the corresponding machine manuals and instructions for use, with a completed warranty card, and to instruct the Customer in the use of the equipment

7.3 At the Customer's request, the Supplier may have a contact protection measurement logbook or record made. For this purpose the costs of the service shall be borne by the customer.

8 Maintenance, warranty

In the case of retail sales, the Commercial Service Provider will prepare a warranty card and maintenance instructions in Hungarian for the delivered product, which will be handed over to the Customer together with the invoice. The Customer is obliged to comply with these instructions, otherwise the warranty will become invalid. In the case of wholesale sales, the commercial invoice shall serve as the basis for the validation of the warranty events, the date of its execution being the relevant date for the starting date of the warranty periods.

At the Customer's request, the Commercial Service Provider shall make an offer for the conclusion of a maintenance contract, the detailed terms of which shall be agreed by the Parties in a separate contract.

9 Complaints

The Customer may report any complaints or grievances to the Merchant in the following manner:

- by post to Rimessa Hungary Ltd, 1033. Budapest, Hévízi út 3/e
- in person: 2013 Pomáz, Céhmaster út 27, Mon-Fri: 8.30-14.30
- via e-mail: rimessa@rimessa.hu

Please always take photos of surface damage and other visible defects before installation!

Defects must be documented during unpacking! Damages documented on installed gates cannot be treated as a legitimate complaint.

Photos: the following photos of the product must be taken and attached:

- a detailed photo of the position of the defect
- a detailed photo of the extent of the defect

In case of a problem later, the following photos are also required:

- complete gate and its surroundings from the outside
- complete gate and its surroundings from the inside

Complaintable surface defects:

the structure must not be damaged beyond the foundation to the substrate. The following problems should not be detectable when the surface is viewed at an angle of up to 30° from the perpendicular under scattered light:

- rough, rough surface
- paint bleeding
- blisters
- inclusions
- craters
- matte stains
- holes
- scratches and other damage

Complaint defects must be visible to the naked eye from a distance of 3 metres indoors and 5 metres outdoors. Complaintable defects shall be documented by photographs in all cases.

10. Good standing

- 10.1 We guarantee the flawless quality of the raw materials and workmanship of the products delivered or handed over. If the law provides for a mandatory warranty for one of our products, the provisions of the law shall apply.
- 10.2 All products are covered by a 12-month warranty from the date of delivery. Exception for the following products:
- Marantec: 24 months
 - Sommer 24 months
 - Ecotor residential gates: 36 months (in case of spring breakage, 36 months are valid if the number of openings per day does not exceed 10)
- 10.3 In the case of equipment operating in an industrial or commercial environment, the warranty is conditional on the operator having the equipment serviced at least once a year after the first installation, by a specialist recommended by Rimessa Hungary Ltd. If the number of opening/operating cycles per year exceeds 12.000 cycles, at least 1 maintenance is required for every additional 12.000 cycles
- 10.4 The fact of maintenance must be recorded.
- 10.5 the presentation of the invoice proving the purchase and the maintenance report is a prerequisite for us to fulfil our warranty obligations.
- 10.6 Failure within the warranty period must be reported immediately and the defective product must be taken out of service. We shall not be liable for any damage resulting from the continued use of a defective product.
- 10.7 We will repair the defective product within the warranty period by repairing the part or replacing the part, or reduce the price accordingly, or replace the product. In the event of the complete replacement of the product or the replacement of a major part (main part), the warranty period will start anew for the replaced product/part.
- 10.8 Our warranty does not cover defects which:
- from improper handling and incorrect installation
 - from improper use,
 - incorrect installation and incorrect handling,
 - failure to carry out the required maintenance,

- external agents such as fire, water, salt, alkali, acid,
- the effects of priming and other surface protection,
- incorrect and/or untimely protective painting,
- the use of parts of foreign origin without the manufacturer's authorisation,
- carelessness or intentional damage,
- have resulted from the removal or obliteration of the type plate, product number.

In addition, the following parts which fail within the warranty period but after the factory predetermined opening cycles are not covered by our warranty

10.9 The product comes with instructions for use, which must be followed at all times. It is the responsibility of the person installing the device to ensure that it is used correctly.

10.10 If the documented reported failure is the result of the customer's involvement, we are not obliged to remedy the failure until the customer has eliminated the cause of the failure. If this period exceeds one month, our warranty obligation shall be terminated.

10.11 Our liability does not cover damage that is not caused to the goods we have delivered.

Warranty/guarantee claims can only be made with a copy of the invoice proving the purchase and a copy of the report and invoice proving that the maintenance was carried out.

11 Warranty

Warranty provisions and their enforcement for the products distributed by the Commercial Service Provider are set out in the Civil Code and in **Decree 19/2014 (IV.29) of the Ministry of Agriculture and Forestry**.

12 Responsibility

Our liability is limited to our obligations under the contract. The customer may only claim compensation in excess of this in accordance with the relevant provisions of the Civil Code.

13 Cancellation of contract terms

If a point of this conditionality is invalidated by higher legislation, it shall be replaced by the principles of that legislation, without prejudice to the validity of the other points.

14 Transfer of acquired rights

The rights acquired under this contract may be transferred to a third party only with our written consent.

15 Vis major

In the event of force majeure (unforeseeable event not caused by the fault of the parties to the contract, e.g. war, strike, natural disaster, etc.), which make it impossible or delayed for the Commercial Service Provider to perform, the Commercial Service Provider is released from its obligation to perform for the duration of the circumstances. If these circumstances persist for more than one month, the Commercial Service Provider shall be entitled to withdraw from the contract. If the obstacles cease to exist, the Parties may conclude a new contract. In these circumstances, the Commercial Service Provider shall not be liable to pay any compensation.

15.1. Force majeure and other impediments

In the event of hindrance caused by force majeure (natural disaster, war, strike, etc.), our company is entitled to extend the delivery time in whole or in part by the duration of the hindrance, subject to prior agreement with the customer. The contract between the parties shall be terminated in the absence of a corresponding amendment to the contract as set out above.

15.2 If performance becomes impossible for a reason for which neither our company nor the customer is responsible, and the reason for the impossibility was in our company's interest, we cannot claim any remuneration;

15.3 if the cause of the impossibility was in the interest of the customer, our company shall be entitled to the fee, but the customer may deduct the amount which our company saved in costs due to the impossibility and which it earned elsewhere or could have earned without greater difficulty in the time freed up;

15.4 if the cause of the impossibility was in the interest of both parties or outside their control, our company shall be entitled to a pro rata share of the fee for the work performed and the costs incurred.

15.5 A written statement by our subcontractor and supplier or a written reasoned statement by the customer shall be sufficient to establish the facts of the impediment.

15.6 Commercial service providers can only meet the contractually agreed deadlines if the suppliers and manufacturers deliver the goods properly and on time. Force majeure, withdrawal of a third party or any other event beyond the control of the Commercial Service Provider which prevents the smooth performance of the contract, in particular, but not limited to, delays of the Commercial Service Provider's suppliers, transport or plant breakdown, workers' strike, shortage of materials or energy, epidemics, measures taken by public authorities, restrictions on exports/imports, shall entitle the Commercial Service Provider to do so, to extend the delivery period or, if the fulfilment of the order would be doubtful, would involve disproportionate difficulties, would be possible only at considerable additional expense or would become impossible, the Commercial Service Provider shall be entitled to withdraw from the order/contract in whole or in part without the Customer being entitled to claim damages.

Force majeure circumstances are all events or circumstances of an extraordinary nature, the occurrence of which could not have been foreseen at the time of the conclusion of the contract and which the Commercial Service Provider could not have been expected to prevent or avoid by taking appropriate measures. Force majeure shall also include the public health situation caused by the worldwide outbreak of the coronavirus (COVID-19), the Russian-Ukrainian conflict and any other consequences thereof which may prevent, hinder or delay the performance of the contract, including expressly those circumstances and consequences which could not have been foreseen at the time of the entry into force of these GTC. This includes in particular, but is not limited to, disruptions in the supply chain or in the operation of the plant, transport difficulties, obstacles to the supply of raw materials or energy, suspension or limitation of work by public authority or employer, lack of human resources, disruption of official measures, disruption in obtaining official authorisations, etc. In the above case, a declaration by the Commercial Supplier or his supplier concerned shall be sufficient to justify force majeure .

16 Right of withdrawal, reservation of ownership

In the event of the Customer's insolvency, the Commercial Service Provider is entitled to withdraw from the (further) performance of the contract in whole or in part. In this case, the Commercial Service Provider shall not be liable to pay any compensation.

The Commercial Service Provider shall retain title to the products delivered and transferred under the contract (sale/purchase/cooperation agreement, order) until the Customer has paid in full all invoices issued in respect of the products.

If the debt exceeds 60 days after the due date for payment and/or if the Customer is subject to winding-up proceedings, the Commercial Service Provider shall be entitled to take possession of the Products and to claim the additional costs incurred from the Customer.

17 Jurisdiction of the court

The Parties intend to settle any disputes arising between them by mutual agreement. In the event of any dispute between the Commercial Service Provider and the Customer, the parties submit to the exclusive jurisdiction of the competent local court of the place where the Commercial Service Provider is established and submit to the final decision of that court.

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