

THE EBRO ARMATUREN Ltd. SALES AND DELIVERY

TERMS AND CONDITIONS OF SALE

I. General definitions

The legal relationship between the Customer and EBRO ARMATUREN Kft. and the contracts concluded on the basis thereof shall, unless otherwise agreed, be subject exclusively to the following Conditions of Sale and Delivery shall apply. Any other terms and conditions may only be applied by written agreement. Rights and obligations beyond the scope of the terms and conditions described herein, to which EBRO Kft. is entitled under statutory or other contractual legal relations, shall not be modified.

II. Offer, order, order confirmation

1. Offer

Written and/or electronic documents (drawings, catalogues, diagrams, aids, etc.) are only approximate unless they are specifically marked as binding. We reserve the ownership and copyright of all documents provided. The customer shall review the offer (products) on its own terms.

2. Order

A written form is a condition of validity of the order. An order is considered accepted in writing if it is confirmed by EBRO Kft. In a closed ERP system or other electronic system is accepted as a document with a manual signature.

3. EBRO Kft. will confirm the order, the modified order in writing upon receipt. Any other form of amendment, including any amendment to the contract, shall be valid only with the written consent of EBRO Kft.

4. Scope of Delivery

Unless otherwise agreed, the scope of delivery shall be determined by the order confirmation which constitutes the contract.

5. Delivery and payment terms

Unless otherwise agreed, delivery shall be understood to be made by EBRO Kft.'s carrier to the buyer's address (premises/warehouse), to be accepted by the customer/ or his/her authorized representative. Payment shall be made in the currency and within the time limit stated on the invoice, without any deductions. No retention or set-off against counterclaims disputed by us shall be permitted. In the event of late payment, interest on arrears shall be calculated on the basis of the base rate of the central bank at the time. If payment is overdue for more than 45 days after the due date, the supplier shall, without delay and upon prior written notice, institute civil proceedings and winding-up proceedings against the customer.

6. Delivery deadline

The delivery period shall commence with the order confirmation, but not before the goods/services to be procured/provided by the Customer has been made available and the agreed advance payment has been received. The delivery deadline is deemed to have been met if the goods have been handed over to the carrier before the delivery deadline and is duly extended in the event of any force majeure event at the manufacturing plant or at any suppliers. If the delivery is delayed at the request of the Customer, we reserve the right to charge the costs incurred for storage and any insurance. Compliance with the delivery date is subject to the Customer's obligations under the contract.

7. Assignment, transfer:

The Customer may not transfer the rights or obligations arising from the contract to a third party without the express prior written consent of EBRO Kft. The assignment of claims against EBRO Kft. to a third party is possible with the express prior written consent of EBRO Kft., which is a condition of the validity of the transaction, failing which EBRO Kft. shall be entitled to withdraw from the contract and the customer shall not be entitled to assert any claims against it in this connection.

8. Solvency

If, after the conclusion of the contract, EBRO Kft. has reasonable doubts as to the solvency or creditworthiness of the partner or becomes aware of such doubts after the conclusion of the contract, it shall be entitled to request cash payment or the provision of security before delivery, to withdraw from the contract and to request reimbursement of its expenses, to withdraw payment items already authorised, to make credited claims immediately due.

9. Transfer of risk

The risk of loss or damage shall pass to the Customer at the latest upon delivery or dispatch of the consignment. This shall also apply to partial deliveries and after notification of readiness for delivery.

10. Reservation of ownership

EBRO Kft. retains title of property to the goods until receipt of all payments arising from the delivery contract. The Customer may not charge, mortgage or transfer the delivery item as collateral. In the event of any mortgage, seizure or other dispositions by third parties, EBRO Kft. must be notified immediately.

11. Warranty

Within 6 months (3 months in the case of frequent operation) after commissioning, but up to a maximum of 12 months after the transfer of risk, EBRO Kft. shall, at its discretion, provide replacement or repair free of charge in the event of acknowledged and duly documented failures. The replaced parts shall revert to the ownership of EBRO Kft. The Customer shall provide EBRO Kft. with sufficient time and opportunity to carry out the exploration, inspection, repairs and replacement deliveries deemed necessary by EBRO Kft., otherwise EBRO Kft. shall be released from its liability for any warranty for supplies. There shall be no warranty claims if the operating data on the conditions of use of the valves have not been provided in the order, as well as in the event of non compliance with the installation instructions, improper use, faulty installation and other impairments that are not attributable to EBRO Kft.

Wearing, rotating parts are excluded from the scope of the warranty claim. The EBRO Kft. shall bear the direct costs incurred (replacement, transport costs) The warranty shall be terminated if modifications are made to the delivered products without the prior written consent of EBRO Kft. Any further claims by the Customer, in particular claims for compensation for damages, which damages have not been caused by the delivered product itself, shall be excluded, insofar as this is permitted by law.

12. Place of performance

The place of performance is the delivery address specified by the customer within Hungary.

13. In addition to clause 4 of our terms and conditions above, please note that we shall not be liable for delays or failures in delivery if they are caused by events (e.g. difficulties in obtaining materials, shortages of raw materials or official measures) for which we are not responsible. In the event of temporary hindrances, delivery times will be extended by the duration of the hindrance and a reasonable start time. If you cannot be expected to accept the delivery or service because of the delay, we will also offer you an alternative product search or a joint consultation on the possibility of cancelling the order.

14. Applicable law, competent court

With regard to property law matters, the parties stipulate that Hungarian law, in particular the provisions of the Civil Code, shall apply to the dispute that has arisen or to any future dispute arising from the legal relationship in question, and that the "Budapest Könyéki Törvényszék" shall have exclusive jurisdiction in the case of a case falling within the jurisdiction of the court of law, and the Central District Court of Buda shall have exclusive jurisdiction in the case of a case falling within the jurisdiction of the district court.

15. Partial nullity

The invalidity of any provision shall not otherwise affect the validity of the other provisions. If the terms of this document should be or become invalid, the validity of the other provisions shall not be affected.

No modification of or divergence from any of the elements of these terms and conditions may be made excepted in writing. This also applies to any provision requiring it to be in writing. In the event of any dispute as to the content of the above conditions and of the individual contract concluded, the provisions of the individual contract of delivery shall prevail.

16. Data protection, GDPR

In accordance with the provisions of Regulation (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) * (GDPR), we store and process your company's data to the extent necessary for our business and permitted by data protection law.