

**Purchasing Partner's products and services**

1. These General Terms and Conditions ("GTC") apply to ad hoc and/or framework contracts between the Parties, in particular to sales contracts, contracts for work and services, contracts of agency as well as to the goods/products/items sold and/or delivered to the Buyer (Customer/Client, hereinafter referred to as "Buyer") by the Partner (Supplier/Seller/Contractor/Assignee) indicated in the Order, hereinafter referred to as "Supplier", furthermore they apply to individual products manufactured and services provided by the Supplier and to the consideration paid by the Buyer.

In the event of any inconsistency between the GTC and the terms and conditions set out in the ad hoc and/or framework agreement between the Parties or in the Purchase Order - with the exception of the following - the ad hoc and/or framework agreement between the Parties or the Order shall prevail, but if the inconsistency is not important to the formation of the contract and affect Section 7., 10., 11. and 12. of the GTC on billing, confidentiality, data protection and partial invalidity, the Parties agree to amend the ad hoc and/or framework contract between them in accordance with the provisions of the above clauses of the GTC by mutual agreement so that these provisions shall replace the relevant provisions of the ad hoc and/or framework contract between them.

*The provisions of this GTC in italics may differ significantly from the legal provisions, from normal contractual practice and from the terms and conditions previously applied between the Parties. Your acceptance of the GTC constitutes your express acceptance of the terms and conditions in italics.*

*The parties expressly exclude the application of the Supplier's general terms and conditions.*

2. Supplier shall confirm the Order in writing within two working days. The Order shall be deemed accepted in the absence of confirmation or if the Supplier does not object to the Order within two working days.

3. The Supplier undertakes to sell, manufacture and/or provide the goods, products, tangible property, unique products (hereinafter referred to as "Product") and/or provides the **Services** to the Buyer as specified in the Order, in accordance with the same terms and conditions set out in the Supplier's Offer, the Order and the GTC. The Buyer undertakes to take delivery of the ordered Product/Service and to pay the purchase price/price.

4. Delivery date/deadline: the delivery date/deadline indicated in the Order and/or agreed in advance by the Parties. The Supplier shall notify the Buyer in writing without delay of any circumstance that may jeopardise or prevent the timely performance of the Order. The Supplier is liable for any damage resulting from the failure to notify.

The place of performance: the place of performance indicated in the Order and agreed in advance by the Parties, or - unless otherwise agreed - the place of destination of the Product/Service. The Buyer confirms receipt of the Product/Service by signing the accompanying document (delivery note, certificate of completion). *Proof of receipt does not constitute proof of acknowledgement of performance of the contract. In case of a quantity discrepancy, the Buyer shall comment on the shortage within 8 days of receipt, and on quality complaints within the warranty and/or guarantee period.* The Supplier delivers the Product to the Buyer packaged, if the Product can be packed. The packaging must be suitable to preserve the integrity of the Product for the duration of the transport. *Supplier undertakes to replace the Product in damaged packaging free of charge.*

Completion date: - if the Buyer fails to raise a quantitative and/or qualitative objection within the above time limit - the date of receipt of the Product/Service. Where the Supplier is obliged to install the Product, performance shall be deemed to have taken place on the date of successful installation of the Product.

Proof of Performance: the delivery note (document certifying performance, technical delivery report) signed by an authorized person on behalf of the Buyer.

Ownership and risk of damage are transferred to the Buyer upon take over.

*The Supplier shall be entitled to use a third party for its performance only with the prior written consent of the Buyer, subject to the Supplier's personal obligation to perform.*

*The Supplier shall be entitled to early performance with the express consent of the Buyer and shall bear any additional costs thereof.*

*The Buyer uses the Supplier's Product/Service directly or indirectly for the purpose of a programmed production activity based on a continuous order backlog, in view of which the Buyer has a significant economic interest in the Supplier's contractual performance, and the Supplier undertakes to comply with the delivery deadline/deadline and other provisions of the contract, including the GTC.*

5. Warranty, delay, defective performance: The Supplier undertakes and warrants that the quality, properties and other specifications of the Product/Service shall, at the time of performance, comply with the Buyer's invitation to bid, request for quotation, product specification and Order, and with the currently applicable Hungarian and EU legislation, standards and official regulations applicable to the Product/Service. In the absence of a quality specification, the Supplier shall perform the contract in Class I quality, free from defects and in accordance with professional conventions and standards.

The Supplier is obliged to mark the Product with a mark suitable for identification, origin and traceability, and is obliged to provide the Buyer with the documentation necessary for the guarantee (in particular, quality certificate, CE marking, guarantee card, user's manual, technical and engineering documentation, certificate of conformity, declaration of performance, machine logbook, etc.) and the necessary

information for proper use, warranty and certifying compliance with the quality standards, by the date of performance. In the case of imported products, the Supplier is obliged to provide the Buyer with the documents required for placing the product on the market, the quality certificate and to place Hungarian language information on the Product.

The Supplier represents and warrants that the ownership, possession and use of the Product and the use of the Service shall not affect the rights of any third party. The Supplier shall without delay compensate the Buyer for any damage suffered by the Buyer as a result of such claims by third parties.

*The Buyer is entitled to refuse to accept the Product/Service if it is delivered: a) after the delivery date/deadline or b) in a quantity other than the quantity ordered or c) in a condition unsuitable for its intended use or d) in a quality that does not comply with the GTC. In the event of a breach of contract by the Supplier, the Supplier shall bear the costs of delivery and the risk of rejection of the Product/Service. The Buyer has sole discretion to accept or refuse performance.*

*In the event of delay in performance, the Supplier shall be liable to pay a daily penalty of 1% of the net Purchase Price/Price (consideration) affected by the delay, up to a maximum of 20% of the net Purchase Price/Price (consideration) affected by the delay, until the actual performance/delivery, while in the event of failure or defective performance, the penalty shall be 20% of the net Purchase Price/Price (consideration). If the Buyer takes delivery of the Goods/Services, he may indicate his claim for defective performance discovered at the time of delivery. The Buyer shall be entitled to claim damages from the Supplier in addition to the liquidated damages in the event of non-performance or non-performance by the Supplier of its contractual obligations.*

The Buyer shall notify the Supplier of any quality defects or quality complaints within the warranty and guarantee period and shall be entitled to return the qualitatively defective quantity of the goods to the Supplier. In the event of a defect report and any request for repair or replacement, the Supplier shall investigate the defect without delay and take the necessary measures. In the event of a quality complaint, the Parties may agree on a price reduction, acceptance as return and/or exchange or repair, depending on the Buyer's requirements. If the Buyer requests an exchange, the Supplier shall fulfil this obligation without delay. *The limitation for claims under the warranty is 2 (two) years from the date of performance.*

*The Supplier shall be entitled to a (i) 6 (six) month warranty for the subject of the contract for a net Purchase Price/Price not exceeding HUF 500 000,- (ii) 1 (one) year warranty for a net Purchase Price/Price exceeding HUF 500 000,- but not exceeding HUF 1 000 000,- (iii) 2 (two) years warranty for a net Purchase Price/Price exceeding HUF 2 000 000,- but not exceeding HUF 3 000 000,-, (iv) 3 (three) years warranty above a net Purchase Price/Price of HUF 3 000 000,-, unless the statutory warranty period or the warranty period individually undertaken by the Supplier is longer, in which case the longer warranty period shall prevail. The warranty period starts from the date of performance. The Buyer may also claim for damages arising from these defects in accordance with the rules on warranty. After the expiry of the warranty period, the Buyer shall be entitled to enforce its warranty claim against the Supplier. The warranty/guarantee period for the repaired or replaced Product or part will start anew. In addition to the above, the Supplier shall also be liable to the Buyer for full damages for breach of contract under the Civil Code, including damages caused by an act causing injury to life or health.*

*Acceptance shall not preclude the Buyer from asserting any claim arising from defective performance.*

6. Purchase Price/Price, method and time of payment: based on the Parties' price agreement, in accordance with the terms and conditions set out in the Buyer's Order. Unless otherwise agreed by the Parties, the Purchase Price/Price shall include the total consideration for all claims of the Supplier in connection with the performance, including in particular the costs and charges for customs duties, carriage, EKAER, packaging, materials, installation, execution/provision of services. VAT is payable in accordance with the relevant legal provisions in force at the time. Unless otherwise agreed, payment will be made by bank transfer within 30 days of the invoice being issued. The Supplier is entitled to the amount of the Purchase Price/Price against an invoice duly issued and sent to the Buyer.

7. Invoicing: The Supplier shall send the invoice issued to the Buyer in accordance with the applicable legislation and the provisions of the GTC, as well as the proof of receipt/performance of the Product/Service (in particular the delivery note, the certificate of performance, the technical handover report) to the postal address specified by the Buyer (7754 Bóly, Ady Endre u. 21., BonOffice Kft.), or in case of e-invoice to dokumentumkezeles@bonoffice.hu the e-mail address. The Supplier shall indicate on the invoice the Order Number/Purchase Order Number (BMR) provided by the Buyer, the tax numbers of the Parties and the group tax number of the Buyer. *The Buyer shall be entitled to reject and return to the Supplier invoices that are not properly issued or not sent to the destination or not accompanied by a document certifying performance, without any legal consequences of delay.*

*If the Buyer disputes the invoice or an item or part of it, the Parties shall consult each other on the disputed items. If an invoice is returned or disputed, the Supplier shall reissue the invoice in accordance with the contract or send it to the appropriate address, and issue a new invoice for the items or parts not disputed. If an invoice is returned, the payment deadline is extended by the time elapsing between the date of return and the date of receipt of the invoice issued in accordance with the contract. In the event of late payment, interest on late payment shall be charged at*



the rate provided for in the Civil Code or other applicable law. *The Parties agree on a limitation period of 1 year after the due date for the enforcement of default interest.*

**8.** *The Supplier may only discharge its liability for breach of contract in the event of force majeure (causes beyond the Supplier's control, and beyond its reasonable control, unforeseeable at the time of the conclusion of the contract, e.g. flood, earthquake, serious epidemic situation, etc.).* The Buyer shall be entitled to (i) withdraw from this contract prior to performance, and thereafter (ii) terminate this contract with immediate effect, on the grounds of the Supplier's serious breach of contract.

**9.** The Parties agree to settle any disputes arising in connection with the GTC by negotiation. If the negotiations are unsuccessful, they will settle their dispute in the courts.

**10.** The parties declare that they shall treat as confidential any information and data that they become aware of in connection with their contractual relationship and the other party and its activities. The Supplier is obliged to treat as confidential and trade secret any information coming to its knowledge concerning the activities of the Buyer or the Bonafarm Group. Such information shall be used by the Supplier solely for the purpose of fulfilling the Order. *The Supplier shall remain under this obligation indefinitely after the completion or termination of this contract. Where the Supplier is obliged to disclose information that constitutes a trade secret because of a mandatory legal requirement, it shall notify the Buyer of this obligation in advance and without delay and shall cooperate with the Buyer to mitigate any adverse consequences of disclosure.* The party in breach of confidentiality is liable for damages caused to the other party or to a third party according to the rules of civil law.

**11.** Privacy Policy: The parties shall process the data of the other party/parties, their contact persons, representatives and other natural persons involved in the performance of the contract as data controllers. Purpose of data processing: performance of the contract; legal basis for the data processing: legitimate interest of the data collector based on the General Data Protection Regulation (GDPR) Article 6. Section (1), Paragraph f). The parties declare that they have read and acknowledged the M-B-63-12 Privacy Policy on the data processing external persons (contact persons) involved through a business contractor and M-B-63-17 on the data processing of natural person contractors, which are available on the [www.bonafarmcsoport.hu](http://www.bonafarmcsoport.hu) website, and that they have familiarised themselves with it and made it known to the contact persons and other natural persons involved in the performance of the contract.

**12.** *The invalidity of any provision of the GTC shall not affect the validity of the other provisions of the GTC, the Order, the Supplier's acknowledgement of the Order, any ad hoc or framework contract, unless the parties would not have concluded the contract without the invalid provision. The parties must replace the invalid provision with a provision that best complies with the law and the economic and business objective to be achieved.*

*The contract concluded may only be validly amended in writing by mutual agreement of the parties.*

*Only written communications shall be effective between the parties and any oral communications shall be confirmed in writing without delay. Each party shall deliver its written declarations to the other party (i) by registered letter with acknowledgement of receipt sent to the registered office of the other party, or (ii) by personal delivery, or (iii) by e-mail. Written declarations are deemed to have been communicated in the following cases: (i) at the time of postal delivery in the case of registered letter with acknowledgment of receipt, and 5 (five) working days after the date of posting in the case of postal delivery which fails for any reason. (ii) in the case of personal delivery, at the time of confirmed personal receipt, and in the case of refusal of receipt for any reason, at the time of attempted personal delivery; (iii) in the case of a statement communicated by e-mail, at the time of sending. If, in the case of a written declaration sent by e-mail, the communication as referred to above is after 16:00 CET or on a holiday or public holiday, the declaration shall be deemed to have been communicated at 9:00 CET on the next working day. A declaration of the contract termination is valid only if it is made in an original document duly signed and sent by registered post with acknowledgement of receipt to the registered office of the other party or delivered in person.*

*Any set-off, assignment, factoring or pledging of a Supplier's claim against the Buyer shall be possible only with the prior express written consent of the Buyer.*

In matters not regulated in the GTC, the provisions of Hungarian law, in particular Act V of 2013 on the Civil Code ("Civil Code"), shall apply, in the case of products produced in series the rules applicable to the contract of sale, and in the case of individually ordered products and services the rules applicable to the contract of engagement, *with the proviso that the Supplier expressly waives any lien to which it is entitled by law.* For terms and conditions not covered by the agreement of the parties, the GTC in force at the time shall apply.

*The provisions of the Civil Code governing the competitive tendering procedure (§§ 6:74-6:76) and the rules governing the distribution contract (§§ 6:372-6:375) shall not apply to a contract concluded under the GTC. The parties also expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on April 11, 1980. (Vienna Convention, CISG), and the conflict of laws rules of private international law.*

*The Supplier acknowledges that the commencement of performance shall constitute express acceptance of the GTC even in the absence of Supplier's confirmation of the Order.*

**Effective as of: March 1, 2023.**

**Related document: S-B-74-01 Purchasing Rules of Bonafarm Group**

