

GENERAL TERMS AND CONDITIONS

1. Handover of the worksite

The Client shall, upon the conclusion of the Agreement, or no later than eight (8) days prior to the handover of the worksite, provide the Contractor its own regulations concerning work on the site, the site regulations and access regulations. If the Client fails to do so, it shall be liable for any accidents or financial damage caused by the failure.

The Client shall provide the worksite to the Contractor in a condition suitable to carry out the construction works, in line with the Contractor's schedule. The Parties shall record the handover of the worksite in the construction logbook or in minutes. The Contractor is entitled to refuse to commence the work until the Client has handed over the worksite in a suitable condition.

2. Rules on the technical specification of the works

The technical specification is defined in these contract documents.

The Client may reduce the technical specification by maximum 10%, before the Contractor has taken the necessary measures to carry out the related work part. If permits are required and their obtainment is subject to circumstances beyond the Contractor's control, the Contractor shall act as the Client's agent and shall not be liable for the outcome or the time required to obtain them.

With regard to additional work and extra work, the Parties expressly stipulate that the provisions of the Civil Code, in particular Sections 6:244 and 6:245 shall apply. The Contractor shall carry out any work covered by the Works Contracts (Agreement) but which were not included when determining the Contractor's fee, and any work, the execution of which is required to ensure suitability for the intended use (additional work). The Contractor shall also be obliged to carry out any work subsequently ordered, becoming necessary in particular due to design modifications, provided that their execution does not impose a disproportionate burden on the Contractor (extra work). If a flat rate Contractor's fee is applied, the Contractor is entitled to charge for the extra work, plus any costs incurred in connection with additional work, which were not foreseeable at the time of the conclusion of the Agreement.

The extra work will be invoiced in the next partial invoice, on the basis of the unit prices and hourly rates applicable to additional work, annexed to the Agreement. If no relevant data is available, the Parties shall agree on the applicable price, taking into account the market prices and market rates.

3. Carrying out the works

The Contractor undertakes to perform the services specified in this Agreement to the Client at its own expense. The Contractor shall act in accordance with this Agreement and the Client's instructions. The

instruction may also cover the organisation of the work, but may not make performance more burdensome.

The Client shall be entitled to inspect the Contractor's activities and the materials used. The Contractor will not be exempted from liability if the Client has failed to carry out the inspection or carried it out improperly.

The Contractor shall immediately notify the Client of any circumstances that may affect the successful or timely performance. The Contractor shall be liable for any damage resulting from a failure to notify. If the Client gives inappropriate or unprofessional instructions, the Contractor shall warn the Client. The Contractor shall be liable for any damage resulting from a failure to warn. However, if the Client maintains its instructions despite the warning, the Contractor may withdraw from the Agreement. Otherwise, it shall carry out the work as instructed by the Client, at the Client's risk. The Contractor may not carry out the work as instructed by the Client if this would lead to a breach of the law or endanger life or property security.

The Contractor shall immediately eliminate or correct any deficiencies or defects found by the Client and recorded in the construction logbook or minutes.

The Contractor shall participate in the coordination meetings organised by the Client.

4. Subcontracting

The Contractor is entitled to use a subcontractor. The Contractor is responsible for the work of its subcontractor in the same way as for its own performance. The Client is not entitled to directly instruct the Contractor's subcontractor.

5. Risk taking

During the construction works, the Contractor shall be responsible for the protection of life and property within the worksite. The Contractor shall ensure the safekeeping and protection of the materials and equipment delivered to the worksite, at its own risk. The Contractor's asset security obligation and risk taking shall terminate when the first switches on the installation happens or upon the technical handover and acceptance procedure, whichever occurs earlier.

6. Inspection of the work

The Client shall have the right to inspect the Contractor's activities and work performance at any time without any restriction through its authorised technical controller.

The Contractor must, where required by law, keep a construction logbook, in which the Client's controller shall record his/her observations.

The Parties agree that any part of the work may be covered only with the permission of the Client, and the Contractor shall certify the quality of the given work part. The Contractor shall notify the Client 2 days before it starts covering the given work part.

Valid from 10 February 2023

Further to the above, if any dispute arises, the Contractor shall remove the cover of the work part impacted and restore it at its own expense.

If an inspection is carried out after the work has been handed over, the costs of the excavation and restoration shall be borne by the Party whose position on the disputed work was incorrect.

7. Acceptance of the work

The Parties agree that Section 6:247 shall apply to the acceptance of the work by the Client, for example, the acceptance cannot be refused on the grounds of a defect that does not prevent normal use.

Within eight (8) days after the written report of the completion of the work, the Client shall commence the partial or full technical handover procedure, and the site visit by the occupational safety and fire protection authorities required prior to the technical handover. Written minutes must be drawn up of the technical handover procedure, in at least two (2) original copies. Within three (3) days after the successful technical acceptance procedure, the Client shall issue a written certificate of completion. The certificate of completion shall also indicate any penalty claim by the Client, and any other claims of the Parties against each other.

In the handover procedure, only one (1) list of defects shall be drawn up, indicating the nature of the defect, whether it constitutes a defect that prevents normal use, the deadline for and the cost of the repair. The handover procedure must be completed as soon as possible, or within 30 days.

If the Client does not organise the technical handover within eight (8) days after receipt of the Contractor's second written notice, or does not complete the procedure within thirty (30) days, or does not issue the certificate of completion, the Contractor's performance shall be deemed to be acknowledged, and the Contractor may submit its invoice. The Client is obliged to accept the work, issue the certificate of completion, and pay the Contractor's final invoice, irrespective of whether the final handover of the whole installation or of the connected installations has taken place.

8. Set-off

Only claims that are not disputed by the Contractor can be set off by the Client against any payment.

9. Guarantee

The Contractor undertakes to provide a guarantee for the contractual and faultless performance of the construction work. The Contractor will be exempted from this obligation only if it proves that the cause of the defect arose after the contractual performance. The Contractor shall be liable for any damage caused by the defect or failure of any equipment or material supplied by it.

The Contractor's guarantee is for the installation constructed by it and shall be for twelve (12) months from the date of commissioning.

The Contractor shall immediately repair any defect arising within the guarantee period or replace any

defective unit. For the repaired or replaced equipment or parts of equipment, the Contractor shall provide a guarantee for a newer twelve (12) months.

If the Contractor fails to start remedying the defect after the receipt of the notification of the defect within a appropriate period of time, but not exceeding three (3) working days, and does not continuously carry it out, the Client is entitled to take the necessary measures for repair at the Contractor's risk and expense, without losing any of its rights under the Agreement.

The guarantee does not apply to the light sources, fuses installed by the Contractor and the materials provided by the Client. The Contractor shall not be liable if the defect is caused by natural deterioration, natural disaster, vandalism, improper use or misuse.

10. Warranty

The Contractor shall be responsible for ensuring that the delivered facility has the characteristics specified by law and the Agreement at the time of the contractual performance.

In the event of defective performance, the Client may, at its option, request repair, an appropriate price reduction or a refund. If the Client's interest in the performance has ceased to exist due to the defective performance (the defect cannot be repaired, the Contractor cannot remedy the defect within the time limit set by the Client, the remedying of the defect is not possible within a short period of time without prejudice to the Client's interests), the Client may withdraw from the Agreement.

In the event of defective performance, the Client may retain a proportionate part of the Contractor's fee until the repair or replacement.

The Client may assert its warranty rights in addition to those set out in the previous section (Guarantee).

The minimum period of use of the facilities - unless the applicable legislation, standards, authority regulations, mandatory technical specifications impose a longer time period - shall be 5 years.

11. Environmental tasks, and the necessary measures related to the dismantled materials, waste and equipment

The Contractor shall be responsible for its own compliance with the environmental regulations. The Contractor is obliged to keep the worksite, the environment of the construction site, and the areas affected by the construction work or the transport of materials, clean. The pollution generated must not exceed the limits allowed by the Hungarian standard.

The Contractor shall, at its own expense, immediately and continuously remove any mud or dirt deposited on the roads by the traffic related to the construction work. Special precautions must be taken to protect the environment and to prevent noise, dust or other pollution. The Contractor must protect the public living in the vicinity of the staging and construction areas, the areas of transport, the facilities and other affected areas from noise and vibration hazards.

The surface water from the construction site, the staging area and other areas affected by the construction works must be adequately drained.

Before starting any work that is likely to cause damage to the environment (e.g. blasting, vibration, pile driving, transport, etc.), the Contractor shall determine the expected area of impact (by calculation, experiment or other means). If there are installations, buildings or structures within the defined area of impact, the Contractor shall prepare or commission a condition assessment and ensure damage prevention.

The Contractor shall agree with the Client's representative, and accordingly arrange for the transport of the recyclable, non-hazardous waste materials resulting from the demolition, from the site to a collection point or to Client's contracted waste collection partner.

The Contractor shall, together with the Client's representative, make an itemised assessment of the non-hazardous and hazardous waste generated on the worksite, with reference to the budget headings, in the appropriate unit of measure. The Contractor shall also arrange for a re-certification of the assessment certified by the Client and the Contractor with the waste recipient.

The Contractor shall transport any non-recyclable and non-hazardous waste to the landfill site at its own expense.

The Contractor shall provide the necessary staging area, pre-assembly area, material storage and other depot areas, material collection and material storage areas. Upon the completion of the works, the Contractor shall restore these areas to their original condition at its own expense. When preparing and restoring the staging, pre-assembly and depot sites, the rules governing the protection of nature, the environment and health must be strictly observed.

12. Occupational health and safety requirements

In addition to complying with the Client's occupational safety, fire safety and environmental regulations, the Contractor shall be responsible for compliance with and/or enforcement of the official occupational safety, fire protection and environmental protection regulations and other provisions of the Agreement and the provided documents.

At the time of the handover of the worksite, the Customer shall inform the Contractor's representative of the occupational safety, fire safety and property security risks and regulations, and shall provide the Contractor with the Security and Health Protection Plan prepared in accordance with SzCsM-EüM decree No. 4/2002 (II.20.) (only required for construction activities requiring a construction design documentation).

The Contractor shall provide the workers with protective equipment and safety equipment in accordance with its own occupational safety policy.

The Contractor shall make the use of the protective equipment and safety equipment mandatory.

In the case of occupational safety or technological deficiencies, or due to non-compliance with the requirements laid down in advance in the Agreement, the contractual documents or the construction logbook, the Client shall be entitled to temporarily stop the works. The Client shall simultaneously record the deficiency and the expected deadline for its correction in the logbook.

13. Damage to the utility network or to third parties

The Contractor shall be liable to pay compensation for any damage caused to any network or equipment in operation during the construction work, which it shall pay directly to the injured party.

The Contractor's liability for direct damages in case of negligence is limited to 100% of the net Contract Price, and liability for consequential damages or lost profit is excluded.

Other damages caused to third parties during the works, such as trampling or crop damage, shall be compensated by the Contractor.

The Contractor declares that it will maintain its liability insurance during the full implementation of the Agreement. Upon request, it will present the liability insurance policy to the Client.

14. Cooperation between the Parties

The Parties agree to cooperate on an ongoing basis as necessary to ensure the full implementation of this Agreement.

Accordingly, they shall keep each other informed in a timely manner, not only of the performance of the Agreement but also of any matter (fact, data, circumstance) which may affect the performance of the Agreement. Oral agreements are null and void in the performance of this Agreement.

The Contractor undertakes to notify the Client immediately if before this Agreement is fully performed, bankruptcy, liquidation, winding-up or enforcement proceedings are instituted against it or its subcontractor.

The Contractor shall also notify the Client without delay in the event of any change of ownership, or if any succession, transfer of rights and obligations, split, merger or amalgamation of its own company or that of its subcontractors takes place prior to the full performance of the Agreement.

The Client shall also be under the same obligation in the above cases.

Each Party shall be liable for any damage caused to the other Party as a result of its failure to notify.

15. Late performance, default, other breach of contract

15.1 The Contractor's delay, breach of contract

If a delay in performance is anticipated, the Contractor shall only be obliged to bear the separate cost of

Valid from 10 February 2023

remediating the delay (overtime, additional staff, additional subcontractors), if the Contractor is solely responsible for the delay.

Due to any delay by the co-contractors, the delivery deadlines shall be extended unless otherwise agreed, and the Contractor shall not be liable for breach of contract.

The Parties agree that if the Contractor is in delay, it shall pay to the Client one tenth of one per cent (0.1 %) per day of the net price of the part of the work affected by the delay.

If the delay reaches sixty (60) days, the Client may withdraw from the Agreement, and enforce the penalty for late performance.

If the Contractor fails to start the staging or the construction works within 10 working days after the handover of the worksite, the Client may withdraw from the Agreement, and may claim a penalty for default of ten per cent (10%) of the Contract Price.

The maximum amount of penalty that may be claimed by the Client under this Agreement shall be ten percent (10%) of the Contract Price.

The Parties set a limitation period of thirty (30) days from the date of the breach of contract for the enforcement of the claim for penalty.

The Contractor's liability for direct damages in case of negligence is limited to 100% of the net Contract Price, and liability for consequential damages or lost profit is excluded.

15.2 The Client's delay, breach of contract

The Client shall be in delay if it fails to provide the materials or services specified in this Agreement within the agreed time limit or if it is late in performing its other obligations. In this case, the Contractor's time limit for performance shall be extended by the duration of the delay or, in justified cases, by a longer time period. The Client may not claim any penalty or compensation due to the extension of the deadline.

The Client shall also be in delay if it fails to comply with the deadlines set for the handover and acceptance procedure, or fails to fulfil its obligations to provide information, respond, approve, etc.

In the event of late payment by the Client, the Contractor may charge the Client the statutory interest on late payment applicable at the time.

a) If the Client is in default of payment for more than fifteen (15) days, or fails to issue the certificate of performance, or is in breach of other material contractual obligations, in particular by failing to meet its obligation to supply the design, materials, equipment or the worksite:

aa) the Contractor shall be entitled to request a reasonable modification of the contractual terms and conditions,

ab) the Contractor shall be entitled to suspend the work and withhold the performance of the work, while retaining possession of the worksite, and to charge a daily availability fee of one tenth of one percent (0.1%)

of the net Contractor's fee. The time limits shall be automatically extended with the duration of the suspension.

ac) in addition to the above, the Contractor may also demand that the Client provide a bank certificate for the fulfilment of its next payment obligations and declare that the amount will be kept separately for the purpose of paying the Contractor's fees. The Contractor may also request the next instalments of the Contractor's fee to be deposited.

b) In case of delay or breach of contract by the Client exceeding 30 days:

ba) the Contractor shall be entitled to terminate the Agreement, and claim a penalty of ten percent (10%) for default. The Contractor shall also be entitled to terminate the Agreement under the same conditions if the Client's willingness or ability to pay is obviously and demonstrably impaired.

16. Ownership

The Client shall be responsible for the custody of the subject of the Agreement from the technical handover procedure, or, if earlier, from the time of the first commissioning.

The ownership of the subject matter of this Agreement shall pass to the Client when the Contract Price has been paid in full to the Contractor. Until that date, the Contractor shall have full disposal over the materials and equipment supplied by it.

17. Force majeure

The Contractor shall not be liable to pay penalty or compensation if and to the extent that its delay in the performance or failure to perform its other obligations under the Agreement is due to a force majeure situation.

Force majeure shall be any event beyond the control of the Contractor which was not foreseeable and not attributable to the fault, neglect or negligence of the Contractor.

The Parties shall consider unexpected weather conditions under which work cannot be carried out in accordance with the professional rules as force majeure.

It is also considered to be force majeure if, compared to the date of the conclusion of the Agreement, there is an increase in the price of materials, or any other cost increase, which exceeds twenty-five per cent (25%) of the cost of materials.

If a force majeure event occurs, the Contractor shall immediately notify the Client in writing of the situation, the cause and the expected duration of the event. In the event of force majeure, within five (5) working days, the Parties, either the Client or the Contractor, shall initiate negotiations to mitigate any damage that may occur. Unless the Client provides otherwise in writing, the Contractor shall continue to perform its contractual obligations, to the extent practicable and shall seek reasonable alternative means of performing the Agreement which are not prevented by the force

majeure event. The Contractor shall also immediately notify the Client in writing of the cessation of the force majeure event. If the duration of the force majeure event is significant, the Client shall be entitled to withdraw from the Agreement in whole or in part and settle accounts with the Contractor, by written notice.

18. Amendment of the Agreement

The terms of the Agreement cannot be changed unilaterally. In the event of a request for modification, the Client and the Contractor shall mutually agree and sign an amendment to the Agreement before the expiry of the deadline.

19. Withdrawal from the Agreement, termination

The Client may withdraw from the Agreement or may terminate the Agreement at any time, but shall be obliged to pay for the work performed until then and to take delivery of the materials ordered, and to pay compensation for their value and for the Contractor's loss, including loss of profit.

If the Client withdraws from or terminates the Agreement because it has become apparent before the expiry of the time limit for performance that the Contractor will only perform the work with such a delay that the contractual performance is no longer in the interest of the Client, the Client may claim damages in accordance with the rules governing breach of contract. If circumstances during the execution of the work would lead to the conclusion that the performance will be defective, the Client may exercise its rights arising from the defective performance after the expiry of a reasonable period of time set for the remedying of the defect. The Client – referring to a prior breach of contract - may exercise its rights hereunder only on the basis of objective circumstances.

20. Confidentiality

The Parties agree to treat the provisions of this Agreement and the information provided to each other in the course of their performance as confidential and trade secrets. This does not apply to information which the law does not permit to be kept confidential.

21. Dispute resolution

The Parties agree that they wish to settle any disputes they may have primarily by amicable means, through negotiations, and do not wish to include a mediation or arbitration clause, and will only turn to court if the negotiated settlement has not led to a successful outcome.

The Parties agree to stipulate that in any litigation arising from this Agreement - depending on the value

of the subject matter of the litigation - the Budapest district II and III court or the Székesfehérvár Court shall have jurisdiction.

22. Declarations

Both Parties declare that:

- they are duly authorised and empowered to sign and perform this Agreement;
- the signing of this Agreement has been duly authorised by the designated manager or the company's board of directors or governing body, and the signature complies with the relevant legal provisions;
- the person signing this Agreement on behalf of the Party is duly registered as a signatory as required by the applicable law, and the signing and performance of this Agreement shall not constitute a breach of any other contract or other legal declaration to which it is a party;
- there are no pending obligations or other circumstances in the Party's interest which may adversely affect the validity or performance of this Agreement, or its own ability or capacity to perform the Agreement.

23. Ethics

In line with its high level of responsibility, SPIE is fully committed to comply with the laws and upholding the highest standards of ethics and integrity. We are convinced that this commitment will deliver long-term economic results and build the full trust of our business partners.

Our rules of conduct are set out in our Code of Ethics, which is available on our website (<https://spie-hungaria.hu/vallalat/etikaikodex>).

We also strive to ensure that the fundamental values in our Code of Ethics are accepted and applied by our entire chain of suppliers, subcontractors, service providers and partners.

Therefore, a contract with our partners also means that our partners have read our Code of Ethics and also confirm their full compliance with the core values set out therein.

24. Clause

The Contracting Party declares that it has received the SPIE GTC in advance, that it has read them, that it has been specifically informed of any rules other than the general ones and that it enters into the Agreement expressly accepting such rules and the GTC in their entirety.

25. SIGNATURES

This Agreement has been drafted in two (2) originals, and the Client and the Contractor will be entitled to one (1) copy each..

Budapest, 10.02.2023.

Budapest, 10.02.2023

.....
Client

.....
Contractor