GENERAL TERMS AND CONDITIONS

1. SCOPE OF APPLICATION

1. Our general terms and conditions apply exclusively to all contractual relationships between Wattkraft Development Kft. and Wattkraft Hungary Holding Kft. (hereinafter "we" and "us") and our customers. We do not recognise any conflicting or deviating terms of the customer from our general terms and conditions, unless we have explicitly agreed to their validity in writing. Our general terms and conditions also apply if we carry out the delivery to the customer without reservation with knowledge of conflicting or deviating terms and conditions of the customer.
2. In accordance with Section 6:78 (2) of the Civil Code, we expressly inform the customers about those provisions of the general terms and conditions that differ substantially from the relevant legislation and usual contractual practice by **highlighting (bolding)** the relevant Sections of the General Terms and Conditions, and the customer expressly accepts it by signing the purchase contract.
3. Our general terms and conditions apply only to companies with legal personality ("customers").
4. Our general terms and conditions also apply to all future transactions with the customer.

2. OFFER AND CONCLUSION OF THE CONTRACT

1. Our offers are subject to change and non-binding, unless they are expressly marked as binding or contain a certain period of acceptance. We can accept orders or mandates from customers within 10 days of receipt.
2. Only decisive for the legal relationship between us and the customer is the written purchase contract (e-mail or fax suffices), including these general terms and conditions. The latter fully reproduces all agreements between the contracting parties regarding the subject matter of the contract. Oral commitments on our part prior to the conclusion of this contract are legally non-binding.
3. Drawings, illustrations, usage values, dimensions and other technical data are only binding if this is expressly agreed in writing. We reserve the ownership and copyright of all offers and cost proposals made available by us as well as drawings, illustrations, calculations and other documents and aids made available to the customer (hereinafter referred to as "objects"). The customer may not make these items available as such or content to third parties or to the public without express written consent on our part, distribute them, leave them to third parties for use or reproduce them. The use of these objects by the customer is only permitted insofar as it is necessary for his decision to conclude a contract with us. On our request, the customer shall return these items to us in full and destroy any copies made if they are no longer required by the customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract with us.
4. **The contract is concluded subject to proper and timely self-supply by our suppliers. This only applies in the event that any non-delivery is not our responsibility and we have concluded a congruent cover business with our supplier.** The customer is informed of the unavailability of the service; any payments already made will be refunded to the customer in this case.
5. We would like to point out that our acceptance of the offer constitutes a valid purchase contract. The customer is obliged to pay the purchase price and to accept the goods. The purchase contract can only be cancelled if there is a contractual or legal reason for cancellation.

3. PRICES AND PAYMENT

1. The prices are valid for the contractually agreed service and delivery. Additional or special services will be charged separately. The prices are in euros, "from stock" plus shipping and the statutory value added tax, unless otherwise agreed.
2. **Our prices in accordance with paragraph 1 are based on prices of our suppliers over whose design we have no influence ("base price"). We reserve the right to adjust our prices accordingly if, after conclusion of the contract, cost reductions or cost increases, in particular due to collective agreements or material price changes by our suppliers, occur and thus change the basic price underlying our services. In doing so, we will take into account both cost increases and cost reductions accordingly and will adjust our prices only in relation to the concrete change. We will inform the customer immediately of any price adjustments.**
3. The deduction of discount requires a special written agreement.
4. Invoice amounts must be paid within fourteen (14) days from the invoice date without any deduction, unless otherwise agreed in writing. The date of payment is determined by the receipt by us. Cheques are only considered as payment

after their redemption. **If the customer fails to pay on due date, the outstanding amounts shall be interest per annum at 9 % above the base rate from the date of the due date**; the assertion of further damages in the event of delay remains unaffected.

5. Offsetting with counterclaims of the customer is only permissible if his counterclaim is undisputed in writing or legally established. The customer is only entitled to a right of retention if his counterclaims are based on the same contractual relationship.
6. We are entitled to carry out or provide outstanding deliveries or services only against advance payment or security if circumstances become known after the conclusion of the contract which significantly reduces the creditworthiness of the customer or by which the payment of the outstanding claims by the customer from the respective contractual relationship is jeopardised.

4. DELIVERY AND DELIVERY TIME

1. Delivery dates or deadlines, which are bindingly agreed, must be in writing. If a shipment has been agreed, delivery periods or delivery dates shall refer to the time of delivery to the forwarding agent, carrier or other third party commissioned with the transport.
2. We are not liable for the impossibility of delivery or services or for delays in delivery or performance due to force majeure or other events that are not foreseeable at the time of conclusion of the contract (e.g. difficulties in the procurement of materials, **transport delays**, lawful lockouts, difficulties in obtaining necessary official approvals, official measures, strikes or the absence, **incorrect or untimely delivery by suppliers**) **for which we are not responsible.**
3. If such events make delivery or service impossible, in particular because the obstruction is not only temporary, we and the customer are entitled to withdraw from the contract. Payments made in this case shall be reimbursed in so far as they relate to the contract or part of the contract that has not been fulfilled.
4. In the event of disruptions of a temporary duration, the delivery or service periods shall be extended or the delivery or service dates shall be postponed by the period of obstruction plus a reasonable start-up period.
5. The customer shall be informed immediately of the reason and expected duration in case of delay. If the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by immediate written declaration to us.
6. Compliance with our delivery and performance obligations presupposes the timely and proper fulfilment of the respective contractually agreed obligations of the customer, in particular if agreed the timely deposit.
7. We are only entitled to partial deliveries or partial services if the customer has an interest in the partial delivery or partial performance — in particular the partial delivery or partial performance within the framework of the contractual intended purpose is usable for the customer — the residual performance or delivery of the remaining goods ordered is ensured and the customer does not incur any additional expenses or additional costs; unless we agree to accept these costs in writing.
8. The assembly of the goods is not part of our deliveries and services and will not be taken over by us.

5. TRANSFER OF RISK AND ACCEPTANCE

1. **The risk passes to the customer — unless otherwise agreed — upon delivery of the delivery item to the haulage contractor, forwarding agent or other third parties intended to carry out the shipment**. This also applies if partial deliveries are made or we have taken over other services. If shipping or handover is delayed due to a circumstance whose cause lies with the customer, the risk passes to the customer from the day on which we were ready to ship and have notified the customer of this.
2. In the case of fixed delivery dates, the customer is obliged to accept the delivery item on the agreed delivery date. If the customer does not accept the goods, the customer is in default of acceptance.
3. In the case of expected delivery dates and delivery windows, we shall inform the customer immediately as soon as the goods are ready for delivery or collection. In this case, the customer is obliged to accept the goods immediately. If the customer does not accept the goods within ten (10) working days, the customer is in default of acceptance.
4. If the due date for payment of the purchase price or a part thereof is linked to the delivery of the goods and the buyer is in default of acceptance, then the time of occurrence of the default of acceptance replaces the time of delivery.
5. If the customer is in default of acceptance or if he culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred to this extent, including any additional expenses. These additional expenses include in particular, but not exhaustive, storage costs. Further claims or rights are reserved.
6. If the requirements of paragraph 2 are met, the risk of accidental loss or accidental deterioration of the purchased item shall be transferred to the customer at the time when the goods are in default of acceptance.

6. WARRANTY

1. Claims for defects of the customer presuppose that the customer has properly complied with his inspection and complaint obligations in accordance with § 6:127 of the Civil Code Upon our request, the object of delivery is to be returned to us free of charge. In the event of a justified notification of defects, we shall bear the costs of the cheapest shipping route; this does not apply if the costs are increased by the fact that the delivery item is located at a place other than the agreed place of destination of the shipment.
2. **If and insofar as the customer is entitled to warranty claims against us as well as warranty claims or other claims against third parties with the same content, we shall only be liable if and insofar as the customer has previously taken legal action against the third party, which has its registered office within the EU/EEA, for its claims resulting from a defect in the goods, without success.** If the customer cannot recover the costs required for legal proceedings in the event of a victory against the third party, we will reimburse the customer for these costs. **If the third party has its registered office outside the EU/EEA, we are only liable if and to the extent that the customer has unsuccessfully made use of this third party due to his claims out-of-court.**
3. If there is a defect in the goods, we can repair at our discretion or deliver a new defect-free item. In the event of failure of subsequent performance, i.e. the impossibility, unreasonability, refusal or unreasonable delay of the new delivery, the customer may withdraw from the contract or reasonably reduce the purchase price.
4. If a defect is based on our fault, the customer may demand compensation in accordance with § 7.
5. The warranty shall not apply if the customer changes the delivery item without our consent or has it changed by third parties and the removal of defects is thereby rendered impossible or unreasonably difficult. In any case, the customer shall bear the additional costs of the removal of defects resulting from the change.
6. If the customer receives defective assembly instructions, we are only obliged to deliver defect-free assembly instructions; this only applies if the defect in the assembly instructions prevents proper assembly.
7. The limitation period for claims for defects is 12 months, calculated from the transfer of risk. This period does not apply to claims for damages of the customer from injury to life, body or health or from intentional breaches of duty by us or our vicarious agents, which are time-barred in accordance with the statutory provisions.
8. Insofar as the goods sold are subject to a manufacturer's guarantee, there is an independent legal relationship between the customer and the manufacturer. We therefore do not stand up for claims under the manufacturer's warranty.

7. LIABILITY

1. Our liability for damages, for whatever legal reason, in particular due to impossibility, delay, defective or incorrect delivery or performance, breach of contract, breach of obligations in contractual negotiations and tort is limited in accordance with this § 7.
2. We are liable according to the statutory provisions, if the customer asserts claims for damages based on intent, including intent of our representatives or vicarious agents. Insofar as we are not accused of intentional breach of contract, we shall only be liable in the event of breach of an essential contractual obligation and in this case limited to the foreseeable damage typically occurring.
3. A material contractual obligation exists if the breach of obligation relates to an obligation the fulfilment of which characterises the contract and on the fulfilment of which the customer has relied and was entitled to rely.
4. Liability for culpable injury to life, body or health by us or our representatives and vicarious agents remains unaffected. This also applies to mandatory liability under the product liability provisions of Civil Code.
5. Insofar as we provide technical information or provide advice and this information or consultation is not part of the contractually agreed scope of services owed by us, this is done free of charge and to the exclusion of any liability.
6. Unless otherwise specified above, liability is excluded.
7. The above limitations and limitations of liability shall also apply if the customer requests compensation for useless expenses instead of a claim for compensation for the damage instead of performance.
8. Insofar as liability to us is excluded or limited, this also applies with regard to the personal liability of our employees, employees, representatives and vicarious agents.

8. RETENTION OF TITLE

1. We reserve ownership of the delivered goods until all payments from the delivery contract have been received. In the event of non-conformity of the customer, in particular in the event of default in payment, we are entitled to take back the goods. In this case, the customer is obliged to grant the withdrawal. The withdrawal of the goods by us constitutes

a withdrawal from the contract. After withdrawal of the goods, we are authorised to use them, the proceeds of the exploitation shall be credited against the customer's liabilities minus reasonable costs of utilisation.

2. The customer is obliged to treat the delivered goods with the diligence of a proper merchant with care; in particular, **he is obliged to insure them sufficiently at their own expense against fire, water and theft damage at their new value.** If maintenance and inspection work is required, the customer must carry them out in good time at his own expense.
3. In the case of seizures or other interventions by third parties, the customer must immediately notify us in writing so that we can bring an action in accordance with § 534 of Code of Civil Procedure. **Insofar as the third party is unable to reimburse us for the legal and extrajudicial costs of an action pursuant to § 534 of Code of Civil Procedure, the customer is liable for the loss incurred by us.**
4. Should the customer continue to process the goods in such a way as to create a new movable item, this is done exclusively in our name and interest, so that we are the owner of the new item according to § 5:65 of Civil Code.
5. **The customer is entitled to resell the goods in the ordinary course of business; however, he hereby assigns to us all claims of the final amount (including value added tax) of our claims arising from the resale against his customers or third parties, and regardless of whether the goods have been resold without or after processing. The customer remains authorised to collect these receivables even after the assignment. Our authority to collect the claim ourselves remains unaffected by this.** However, we undertake not to collect the claim as long as the customer fulfils his payment obligations from the proceeds received, is not in default of payment and in particular no application for the opening of a settlement or insolvency proceedings has been made or payment is suspended. However, if this is the case, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, handing over the corresponding documents and informing the debtors (third parties) of the assignment.
6. **We undertake to release the securities due to us at the customer's request to the extent that the realizable value of our securities exceeds the amount of the claims to be secured by more than 10 %; we are responsible for selecting the securities to be released.**

9. PLACE OF JURISDICTION/PLACE OF PERFORMANCE

1. In case of any disputes in relation the contract and these General Terms and Conditions, we and the customer shall engage in preliminary reconciliation and settle the dispute through negotiations. In the event we and the customer fail to reach an agreement in our dispute, depending on competence, the Court of District IV and XV of Budapest shall have jurisdiction to adjudicate the dispute in cases falling in competence of district courts and the Hungarian courts based on the relevant legal regulations shall have jurisdiction in other cases. However, we are entitled to sue the customer at his place of residence.
2. The law of Hungary applies. **The application of the UN Sales Law is excluded.**
3. Unless otherwise stated in the order confirmation, our place of business in Budapest is the place of performance.

10. EXTENDED WARRANTY

1. **You are entitled to purchase an extended warranty from us as a third-party intermediary during the period of the manufacturer's guarantee (if there is any) for goods purchased from us or also as a stand-alone service for goods purchased from another seller in Wattkraft group entity. In respect of the extended warranty we maintain the right to intermediate acting in our own name on behalf of a third party the services purchased from others, especially from Huawei without any alteration to the customers with the conditions in this clause 10.**
2. **If a contract for purchasing extended warranty is concluded between us only in respect of the extended warranty, i.e. the seller of your goods is another Wattkraft group entity, clauses 4, 5 and 8 of the GTC shall not apply.**
3. **The purchase of the extended warranty is initiated by the customer by written application. The extended warranty is created by a written agreement between the customer and us. The costumer can claim the extended warranty directly from Huawei, we, or the Wattkraft group entity you purchased your good from shall not be liable for the performance of the extended warranty in any manner.**
4. **The coverage of the manufacturer's warranty extension starts at 00.00 on the day after the expiry date of the manufacturer's warranty (if any) or the date indicated in the agreement.**
5. **The provisions of this clause shall also apply where the extended warranty is assigned to us as by third-party intermediary under a separate agreement where the transferor has also provided the extended warranty as an intermediary. We take over all the rights and obligations of such transferor as an intermediator towards Huawei regarding the warranty extensions.**

11. FINAL PROVISIONS

1. Additions and amendments to the agreements concluded, including these general terms and conditions, require written form to be effective.
2. We are entitled to assign the claims arising from our business relationship and to pass on the associated data subject to the provision that the assignee undertakes to maintain the same confidentiality as we do.
3. To the extent that the contract or these general terms and conditions contain loopholes, those legally effective provisions which the contracting parties would have agreed to take into account the economic objectives of the contract and the purpose of these general terms and conditions shall be deemed to have been agreed in order to fill these gaps if they had known the loopholes. The invalidity of individual provisions of these General Terms and Conditions does not result in the invalidity of all other provisions. Should any provision of these general terms and conditions be or become ineffective or unenforceable, it shall replace the legal provision relating to the economic purpose of the invalid or unenforceable provision.
4. These General Terms and Conditions are available in English. .

Stand: March 2025