

Hydro Extrusion Hungary Kft. Special Purchase Terms

1. The commitment contained in this purchase order will be valid only with these special purchase conditions. Upon confirmation of the purchase order, a contract is perceived signed between Hydro Extrusion Hungary Kft. and the Contractor. Regarding any issues that are not ruled by the purchase order (including the special purchase conditions) Hydro's Standard Terms and Conditions of Purchase and Hydro regulations will govern. Availability: <https://www.hydroextrusions.com/en-SE/locations/europe/hungary/local-content/supplier-portal/>

2. The order confirmation should be sent within 2 days of the date of this purchase order (hereinafter referred to as PO). Otherwise all the terms in the PO (including, but not limited to, the price and the deadline) are perceived confirmed. The prices included in the PO are exclusive of the VAT.

3. The Contractor shall refer to the contract number of Hydro Extrusion Hungary Kft. and the name of the requesting organizational unit (Hydro) on the invoice. Otherwise the invoice can not be identified and Hydro Extrusion Hungary Kft. will return it without payment. The invoice shall also indicate the tax ID of the issuer of the invoice.

Hydro Extrusion Hungary Kft. will not accept default interest on late payment due to non-fulfillment of the above referred requirement. In the event of a delay in payment due to other reasons, the Contractor may charge an interest rate equal to the central bank base rate for the amount delayed.

Address, as it has to indicate on the invoice:

Hydro Extrusion Hungary Kft. Kft. 8000 Székesfehérvár, Verseci út 1-15,
Hungary

Mailing Address:

Hydro Extrusion Hungary Kft. Kft. 8050 Székesfehérvár Pf.: 904.,
Hungary

Shipping Address:

Hydro Extrusion Hungary Kft, 8000 Székesfehérvár, Zálya utca, Hungary

4. Hydro Extrusion Hungary Kft. will transfer the amount of the invoice to the Contractor's bank account on the 60th day of receipt of the invoice, or if the 60th day is not a Monday or Wednesday business day, the invoice will be transferred on the next Monday or Wednesday business day.

The Contractor will not be entitled to submit an advance payment account or sub-account unless otherwise specified.

5. Special rules of transfer & acceptance or fulfillment.

- a. Purchase of equipment; purchase of an asset on the basis of unique specification:

In such cases, the transfer & acceptance protocol signed by the parties will entitle the Contractor to submit the invoice. The transfer & acceptance protocol shall include the amount to be invoiced on the basis of the actual work performed.

- b. Quality control, repair and sorting tasks:

The Contractor shall document the performance to Hydro Extrusion Hungary Kft. The document shall contain a proof of fulfilment signed by both parties and the tracking data, the number of items involved, separately indicating the numbers of both the compliant and non-compliant products, the number of hours spent on rendering the service, the place of work, the date of work performed and the number of the relevant purchase order.

The physical handover of the checked or machined items will be done in accordance with the relevant purchase order.

- c. Construction and/or assembly activities performed on Hydro Extrusion Hungary Kft. sites.

For the purposes of tracking and documenting the processes, a construction log according to Government Decree no. 191/2009 (IX.15.) shall be applied. The need for any supplementary work emerging during the performance of the contract should be countersigned by the technical inspector in the construction log. Supplementary work may be carried out on the basis of an additional offer accepted by Hydro Extrusion Hungary Kft.

Contractor shall make a statement on all its employees (irrespective of their nationality) working on the premises of Hydro Extrusion Hungary Kft. declaring that the Contractor pays the relevant social security and accident contributions monthly and concerning the foreign nationality persons the relevant insurance made in their home countries will also cover such persons when they work on Hydro Extrusion Hungary Kft.. sites.

In order to avoid any incidents caused by excessive work load the Contractor shall observe and comply with the provisions of the Labour Code on Working Hours, Extraordinary Work and Rest Times. Breaching any of these regulations will entitle Hydro Extrusion Hungary Kft. to terminate the contract or cancel the contract with immediate effect.

Hydro Extrusion Hungary Kft. will provide electricity and water supplies for the construction work making them available at the time of transferring the work site.

Concerning safety-related issues, EHS professionals or plant safety designates may issue instructions to the Contractor.

Hydro Extrusion Hungary Kft. will from time to time inspect and control the work and the materials used via its designates. The Contractor shall not be exempt from liability if Hydro Extrusion Hungary Kft has failed to carry out the inspection or made it improperly.

In the case of on-site projects signing of the transfer & acceptance protocol shall be subject to the return of company access cards issued to the Contractor and subcontractors. Hydro Extrusion Hungary Kft. will charge 5,000 HUF + VAT for each access card not returned, which must be indicated on the transfer & acceptance protocol. The cost of not returned company access cards will be deducted from the final amount invoiced.

On behalf of Hydro Extrusion Hungary Kft. the technical inspector will be authorised to sign the transfer & acceptance protocol. At on-site projects the parties will jointly carry out the professionally accepted and reasonable tests that are necessary to establish the proper quality of the performance when delivering the service.

At on-site projects an additional condition for transfer & acceptance is the completion and transfer of the "Waste Transfer Certificate" by the Contractor to the Hydro Extrusion Hungary Kft.'s designate.

Before the commencement of the on-site project the Contractor received the document 'Company Policy SP-408 for Contractors and Project Managers', which shall be adhered to. Failure to observe the above may result in the suspension of work or termination of the contract.

Contractor shall monitor the validity of safety training and of access cards of its employees. Should the failure of meeting the above requirement result in a delay default penalty will be charged on the basis of the General Purchase Conditions.

6. Neither the Contractor nor the employees of the Contractor will file any claim for damages against Hydro Extrusion Hungary Kft. in the event of an incident on Hydro Extrusion Hungary Kft., except for damages caused by the special reasons ruled by Art. 6:152 of the Civil Code. Regarding any damages caused either by the

Contractor or its assignee the Contractor's insurance policy will be the primary (preceding the one of Hydro Extrusion Hungary Kft.) that shall not relate to any insurance policies concluded by Hydro Extrusion Hungary Kft. or in the interest of Hydro Extrusion Hungary Kft. (i.e. if both Hydro Extrusion Hungary Kft. and the Contractor maintain an insurance policy for the same subject matter then at occurrence of an insurance event the claim shall be first filed at the Contractor's Insurance company and the rights arising from his insurance shall be enforced).

7. In matters not covered by the the present purchase order or HYDRO General Purchase Terms, the Act V of 2013 on the Civil Code shall govern. In the case of a dispute Hydro Extrusion Hungary Kft. and the Contractor shall be bound by the exclusive jurisdiction of the District Court of Székesfehérvár or the Székesfehérvár General Court, depending on the value of the case.
8. At deliveries complying with the requirements of the HYDRO delivery (i.e. hard hat, safety goggles, steel toe and metatarsal protection safety shoes, wearing long pants, visibility vest or reflective strips) will be mandatory.
Concerning goods subject to customs clearance the custom's clearance designee of Hydro Extrusion Hungary Kft. is Gábor Horváth (Quehenberger Ltd). Telephone: +36 30 936 3613 or E-mail: gabor.horvath@quehenberger.com
9. The Contractor guarantees that the product complies with current European health, safety and environmental laws. In order to confirm the compliance, a CE marking shall be affixed at a clearly visible point of the product. Concerning products delivered without the appropriate CE marking, the Contractor will be responsible for all the consequences of this defect (including costs, fees, fees, etc.). HYDRO may require the Contractor to reimburse any costs / expenses that are charged to or claim from Hydro due to the missing CE marking.