GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (hereinafter referred to as the **"GTC"**) shall apply exclusively, unless otherwise agreed in writing, to all contracts, orders and other agreements concluded between **Ventifilt Légtechnikai Korlátolt Felelősségű Társaság** (registered office: 4080 Hajdúnánás, Fürdő utca 2–4., Hungary; company registration number: 09-09-031183; tax number: 27108091-2-09; hereinafter referred to as **"Ventifilt Kft."**) and any of its business partners (hereinafter referred to as the **"Customer"**) concerning the manufacture of goods, products, equipment and/or systems (hereinafter collectively referred to as the **"Products"**) and/or the provision of services. All quotations issued by Ventifilt Kft. (hereinafter referred to as the **"Quotation"**), as well as all contracts and other written or verbal agreements entered into by Ventifilt Kft., shall be valid and effective only in conjunction with these GTC. Ventifilt Kft. expressly stipulates that any general terms and conditions of the Customer shall have no effect in relation to Ventifilt Kft. Furthermore, acceptance of an order (hereinafter referred to as: Order) placed by the Customer shall under no circumstances constitute acceptance by Ventifilt Kft. of the Customer's general terms and conditions. Any deviation from these GTC shall be valid and effective only if agreed in writing and duly signed by the authorised representatives of both Parties.

By placing an Order through acceptance of a Quotation, the Customer expressly acknowledges and accepts the GTC of Ventifilt Kft. as in force from time to time, available at: www.ventifilt.hu/downloads/ventifilt_gtc.pdf.

1. FORMATION OF THE CONTRACT

1.1. A contract between Ventifilt Kft. and the Customer in respect of a specific transaction shall be formed as follows:

a) upon acceptance by the Customer of a Quotation issued by Ventifilt Kft., subject to the terms and conditions set out in the Quotation, the contract concluded between the Parties (hereinafter: Contract) and these GTC; or

b) upon the Customer placing an Order for the Products or services specified in the Quotation and Ventifilt Kft. issuing an Order Confirmation, subject to the terms and conditions set out in the Quotation, the Contract concluded between the Parties and these GTC.

In the absence of specific contractual provisions, the provisions of these GTC and the terms and conditions specified in the Quotation shall apply. In the event of any conflict or inconsistency between the provisions of the Quotation, the Contract entered into between the Parties, and the General Terms and Conditions, the following order of precedence shall apply: (i) the Quotation shall prevail; (ii) the Contract between the Parties shall take precedence thereafter; and (iii) the General Terms and Conditions shall apply last.

1.2. Acceptance of a Quotation or placement of an Order for the Products or services specified therein may be made in writing, by post addressed to the registered office of Ventifilt Kft. at 4080 Hajdúnánás, Fürdő utca 2–4., Hungary, or electronically by email to Ertekesites@ventifilt.hu. Any verbal Orders shall become valid only if confirmed in writing by the Customer and subsequently acknowledged in writing by Ventifilt Kft., either by post or electronically.

1.3. Unless otherwise specified, a Quotation issued for specific Products or services shall remain valid for 30 days from the date of its issuance. The technical specifications set out in the Quotation shall be determined on the basis of the Customer's requirements and the documentation and information provided by the Customer. Where such documentation or

information is incomplete, the Customer shall be responsible for any resulting consequences and additional costs.

1.4. The technical specifications set out in the Quotation may be modified at the Customer's request, including, for example, additional requirements. In such cases, however, the modified technical specifications and the corresponding amended Quotation shall become valid only upon confirmation by Ventifilt Kft. In all other respects, any additional requirements or proposed modifications submitted by the Customer shall become valid only upon written confirmation by Ventifilt Kft.

2. DEADLINES, PERFORMANCE AND CANCELLATION

2.1. The deadlines specified in the Quotation and/or the Contract shall apply only if the Customer has fully complied with all prerequisites specified therein, including, for example, payment of an advance, obtaining the necessary permits and fulfilling the Customer's obligations concerning the worksite.

2.2. Any delay attributable to the Customer shall exclude any concurrent delay on the part of Ventifilt Kft. In the event of delay by the Customer, the applicable deadlines shall automatically be extended by the entire duration of such delay, without the need for any further action.

2.3. Where payment is to be made in instalments pursuant to the Quotation or the Contract, Ventifilt Kft. shall be entitled to suspend further performance if any instalment payment is delayed or remains unpaid, until the relevant payments have been made. The foregoing provision shall apply accordingly where, during performance, the Customer is in delay in fulfilling any of its other obligations, including the provision of prerequisites, materials, inventory, personnel or equipment to be supplied by the Customer.

2.4. Neither Party shall be liable for any delay or failure to perform its obligations where such performance is prevented by unforeseeable events or circumstances beyond the affected Party's control and outside its sphere of responsibility (**force majeure**). Force majeure events shall include, without limitation, war, strikes, embargoes, epidemics, shortages of fuel or raw materials, and natural disasters. The Party invoking force majeure shall notify the other Party thereof in writing without delay. If the force majeure situation continues for more than 90 days, either Party shall be entitled to terminate the Contract relating to the transaction concerned, provided that the Parties shall settle accounts in respect of services already performed within 8 days following termination of the Contract.

2.5. Unless otherwise specified in the Quotation, in the case of Product manufacturing, the place of performance shall be the registered office of Ventifilt Kft., and delivery shall take place under the following delivery terms:

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2.6. Where Ventifilt Kft. has undertaken, in addition to manufacturing the Products, to deliver and/or commission them, the place of performance shall be the Customer's premises specified in the Quotation or the Contract.

2.7. Where the Parties have agreed that delivery shall be arranged by Ventifilt Kft., Ventifilt Kft. shall package the Products in accordance with the Customer's written instructions. Accordingly, Ventifilt Kft. excludes liability for any damage occurring during transport as a result of inadequate or defective packaging. Unless otherwise agreed, the contract price shall not include packaging costs.

2.8. Where Ventifilt Kft. is in delay in performance for reasons attributable to it, Ventifilt Kft. shall be liable to pay a contractual penalty for delay amounting to 0.5% for each calendar week affected by the delay, up to a maximum of 10% of the net contract price or net contractor's fee. In the event of delay, the Customer shall not be entitled to claim any damages in addition to the contractual penalty. The Customer shall not be entitled to claim any contractual penalty on grounds other than delay. Furthermore, Ventifilt Kft.'s liability for damages shall be limited exclusively to direct, substantiated losses and shall not exceed the amount of the net contract price or net contractor's fee.

2.9. Following confirmation of the Order and payment of any applicable advance, if the Customer cancels the Order, Ventifilt Kft. shall charge a cancellation fee equal to 15% of the value of the Order. Where cancellation occurs after the relevant components have been ordered and manufactured, the Customer shall also be obliged to reimburse Ventifilt Kft. for its substantiated costs in excess of the aforementioned cancellation fee.

3. PRICE AND PAYMENT TERMS

3.1. Unless otherwise agreed, the prices specified in the Quotation and/or the Contract shall be denominated in Hungarian forints (HUF), shall be net amounts and shall exclude value added tax (VAT).

3.2. Where the Quotation and/or the Contract requires an advance payment, the Customer shall pay the amount of the advance to Ventifilt Kft. on the basis of an advance payment request, by the deadline specified therein, by bank transfer to the bank account of Ventifilt Kft. indicated in the advance payment request. The deadlines for performance shall commence on the day following the date on which the advance payment is credited to the bank account of Ventifilt Kft. Ventifilt Kft. shall indicate the amount of the advance payment received on the final invoice.

3.3. Subject to the agreement of the Parties, the contract price may be paid in a single lump sum following performance, by bank transfer to the bank account specified on the invoice, or in accordance with the payment schedule set out in the Quotation and/or the Contract, on the basis of interim invoices and a final invoice issued following the relevant stages of partial performance.

3.4. Unless otherwise agreed or a different payment due date is specified on the invoice, payment shall be due within 30 days from the date of issuance of the invoice.

3.5. Payments shall be deemed to have been made by the Customer when the full amount of the relevant payment has been credited to the bank account of Ventifilt Kft.

3.6. In the event of late payment, the Customer shall be obliged to pay default interest pursuant to Section 6:155 subsection (1) of Act V of 2013 on the Hungarian Civil Code, from the first day of delay until the date of actual payment, being the date on which the amount is credited to the relevant bank account.

3.7. The prices specified in the Quotation shall be determined on the basis of the energy prices prevailing at the time of issuance of the Quotation. Should energy prices or fuel costs increase by more than 5%, the Parties shall consult separately regarding the allocation to the Customer of the additional costs arising from such increase.

3.8. Unless otherwise agreed, the contract price shall include all costs necessary for performance in accordance with the Contract. However, the contract price shall not include additional requirements of the Customer, including, for example, the costs of additional works

within the meaning of the Hungarian Civil Code. Any additional requirements of the Customer shall become valid only upon the Customer's acceptance of a supplementary Quotation issued by Ventifilt Kft. in this respect and subsequent confirmation thereof by Ventifilt Kft.

3.9. The Customer shall examine any invoice issued by Ventifilt Kft. immediately upon receipt, but no later than within 3 working days following receipt. If the Customer identifies any substantive or formal defect in the invoice, it shall return the invoice to Ventifilt Kft. for correction, indicating the reason for the defect. Failure to comply with this deadline shall result in forfeiture of the relevant right.

4. HANDOVER AND ACCEPTANCE; INSPECTION OF PRODUCTS

4.1. The Customer shall be obliged to take delivery of the Products manufactured by Ventifilt Kft. in accordance with the Contract and/or carry out the handover and acceptance procedure at the time communicated in writing by Ventifilt Kft., as previously agreed between the Parties. Where the Customer fails to fulfil this obligation for reasons attributable to it, the deadline for performance shall nevertheless be deemed to have been met, and Ventifilt Kft. shall accordingly be entitled to issue an interim invoice or final invoice. The Customer hereby gives its consent to performance prior to the agreed deadline.

4.2. Where acceptance or any payment fails to take place for reasons attributable to the Customer, Ventifilt Kft. shall be entitled to recover from the Customer any costs arising from such failure, including storage and transportation costs, as well as any direct damages incurred.Ventifilt Kft. shall also be entitled to refuse further performance until the relevant acceptance or payment has taken place.

4.3. The date of acceptance shall be:

a) in the case of delivery of Products without commissioning or final on-site assembly, the date specified in the shipping documentation evidencing delivery in accordance with the agreed delivery terms;

b) in the case of commissioning or final assembly of Products following delivery, the date specified in the handover and acceptance documentation.

4.4. In the case referred to in Section 4.3 (a), the Customer shall be obliged to verify the quantity of the Products received and ascertain that the Products are free from visible damage, including, for example, damage to the packaging. Any defects or deficiencies of the Products that are identifiable upon such inspection may not subsequently be classified as latent defects. Where the Customer identifies any such defect or deficiency, it shall notify Ventifilt Kft. thereof in writing without delay, but no later than within 2 working days. In the absence of such notification, Ventifilt Kft. shall be entitled, following expiry of the above deadline, to issue an invoice for the contract price.

4.5. In the case referred to in Section 4.3(b), the Parties shall conduct a handover and acceptance procedure following commissioning or final assembly.During this procedure, the Parties shall:

(i) establish whether Ventifilt Kft.'s performance complies with the Contract and, accordingly, issue a certificate of performance; or

(ii) identify any defects or deficiencies in performance and set an additional deadline for their rectification.

Certification of performance may not be refused on the grounds of defects or deficiencies that do not prevent or impede the proper functioning of the Products for their intended purpose. Upon obtaining the certificate of performance, Ventifilt Kft. shall be entitled to issue an invoice for the contract price.

5. OWNERSHIP AND PASSING OF RISK

5.1. Ventifilt Kft. shall retain ownership of the Products until the purchase price has been paid in full.Following expiry of the payment deadline without payment having been made, Ventifilt Kft. shall be entitled to dispose freely of the Products without any further notice, including unrestricted access to, retrieval and sale of the Products. Neither the Customer nor any purchaser from the Customer may restrict Ventifilt Kft. in exercising these rights.

5.2. Risk, including the risk of loss of or damage to the Products, shall pass to the Customer in accordance with the agreed delivery terms under Incoterms® 2020.

5.3. Following acceptance, the Customer shall handle the Products with due care and shall immediately inform Ventifilt Kft. of any damage or harmful act affecting the Products until the contract price has been paid in full, and shall reimburse the costs arising therefrom. Until ownership of the Products has passed to the Customer, the Customer shall not relocate, transfer, encumber, lease or otherwise dispose of the Products as owner.

6. WARRANTY

6.1. Unless otherwise agreed by the Parties, Ventifilt Kft. shall assume liability for defective performance (*statutory warranty liability*) in respect of the contractual conformity of the work performed by it, including the manufacture of Products and the provision of services, for a period of **12 months**, in accordance with the scope and specifications set out in the Quotation or the Contract.

The 12-month warranty period shall commence upon completion of the technical handover and acceptance procedure between the Parties or, in the absence thereof, on the date of delivery of the Products as notified to the Customer in writing.

6.2. In the absence of specific provisions in the Contract or the Quotation, Ventifilt Kft. undertakes the following obligations:

a) Upon receipt of a written notification of a defect, Ventifilt Kft. shall carry out an on-site inspection within 2 working days of receipt of such notification. The location at which the warranty claim shall be handled shall be the same as the place of performance. Within 24 hours following the inspection, Ventifilt Kft. shall issue an official written statement to the Customer specifying the presumed cause of the defect, the measures already taken to rectify or eliminate it, and any further measures to be taken, together with the relevant deadlines, which shall be agreed upon by the Parties.

b) Ventifilt Kft. shall commence any measures requiring immediate intervention within 24 hours and, in all other cases, shall commence rectification of the defect within 3 working days.Ventifilt Kft. shall complete the rectification of the defect within the deadline specified in the written statement and agreed upon by the Parties.

c) Ventifilt Kft. shall inform the Customer in writing of the repairs carried out.

d) Ventifilt Kft. shall bear all costs associated with the work and repairs performed in fulfilment of its statutory warranty obligations arising from defective performance. For the purpose of

enabling Ventifilt Kft. to fulfil the above obligations, the Customer shall ensure that Ventifilt Kft. has safe access to the defective equipment and immediate access to the relevant facility.

6.3. The warranty shall not apply to, and no claims may be asserted on the basis thereof in respect of:

- defects resulting from use contrary to the intended purpose of the Products;
- repairs, maintenance operations or replacements carried out by any person or undertaking other than Ventifilt Kft.;
- defects or deficiencies resulting from damage caused by the Customer, its employees, agents, subcontractors or any other third party;
- defects arising from failure to carry out the prescribed maintenance operations;
- defects or deficiencies arising after expiry of the warranty period.

7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

7.1. All information, data, documentation and other materials disclosed or provided to the Customer during the quotation process or in the course of performance of the Contract shall be deemed to constitute trade secrets, without the need for any separate designation or notification, irrespective of the manner in which they are disclosed or provided, whether in writing, verbally or electronically.The Customer shall not disclose, transfer or otherwise share such information with any third party, including by making it public or otherwise accessible.Any breach of this provision shall give rise to liability for damages.

7.2. Unless otherwise agreed, all written documentation obtained by the Customer in the course of performance of the Contract, including, without limitation, designs, sketches, procedural methodologies and manufacturing documentation, shall constitute the exclusive intellectual property of Ventifilt Kft. Ventifilt Kft. reserves all rights in respect of such documents, procedures and other materials.

8. NOTICES

8.1. All notices, declarations and other communications under these GTC shall be made in writing.

The Parties agree that the requirement of written form shall be satisfied by communications sent to the other Party's official contact details by:

- registered mail with acknowledgement of receipt;
- fax, accompanied by confirmation of transmission or receipt; or
- email sent from the email address of the relevant contact person, provided that the recipient acknowledges having read the email from the email address of its designated contact person or replies to it.

In the absence of such acknowledgement or reply, the notice shall be deemed to have been delivered at **9:00 a.m. on the working day following the verified time of sending**.

9. GOVERNING LAW AND JURISDICTION

9.1. These GTC, all Orders and agreements concluded between the Parties, and any matters not expressly regulated therein, shall be governed by the Hungarian Civil Code (Act V of 2013) and other applicable provisions of Hungarian law.

9.2. The Parties agree that any disputes arising between them shall be subject to the exclusive jurisdiction of the **Hajdúböszörmény District Court (Hajdúböszörményi Járásbíróság)** or the **Debrecen Regional Court (Debreceni Törvényszék)**, depending on the value of the claim and the applicable rules governing subject-matter jurisdiction.

10. TERM AND APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

10.1. These General Terms and Conditions shall remain in effect until the Order has been fully performed, provided that any obligations for which these GTC prescribe a specific period shall remain in force following performance of the Order until expiry of the relevant period.Ventifilt Kft. shall be entitled to amend these GTC at any time.The amended terms and conditions shall become effective in relation to the Customer as of the date on which they are sent to the Customer or otherwise made available to it by Ventifilt Kft.

10.2. Unless otherwise agreed, the sending of these GTC to the Customer or otherwise making them available to the Customer shall render ineffective any provisions of previous negotiations, agreements or contracts between the Parties that conflict with these GTC.These GTC shall also become applicable to Products ordered before the date on which these GTC were sent or otherwise made available, but which have not yet been delivered.