

I. GENERAL PROVISIONS

1. The present General Terms of Delivery (**GTD**) contain the general contract terms of delivery of Dunakeszi Járműjavító Korlátolt Felelősségű Társaság (hereafter: **Supplier**).
2. General data of the Supplier:
Address: 2120 Dunakeszi, Állomás sétány 19.
Court of registration: Budapest Környéki Törvényszék Cégbírósága
Trade register number: Cg. 13-09-066438
Tax number: 10814440-2-13
Statistical code: 10814440-3520-113-13
Bank: MKB BANK ZRT.
Account number: 10300002-10405260-49020018
3. The basic terms and conditions of the contractual relationship between the Supplier and the Customer in connection with the Supplier's shipments and / or services (hereinafter referred to as "**Shipments**") shall be governed by the specific contract ("**Specific Contract**") and the GTD. The Specific Contract is a document containing the Supplier's price quotation and the Customer's order, which reflects the unanimous statement of the parties' mutual intention to complete the Shipments by the specified time. In respect of the issues not addressed in the Specific Contract the provisions of the present GTD shall apply. The present GTD are guiding for all the orders to be made by the Customer for Shipments from the Supplier.
4. The present GTD and the Specific Contract together shall constitute the entire agreement between the parties for ordering the given Shipments. The Customer shall state in writing in the order that it has learnt and accepted the provisions of the GTD.
5. The Customer shall be entitled to accept in a written order the itemized quotation sent to the Customer in writing by the Supplier until the binding date specified by the Supplier. If the Customer submits its signed order to the Supplier after the expiration of the binding date of the offer, the Supplier shall be released from its bid obligation and the order shall become binding only upon the Supplier's separate written acceptance (confirmation) thereof.
6. The duration of the Supplier's binding offer shall be specified in the itemized price quotation. A Specific Contract shall only be entered into between the Customer and the Supplier if the Customer submits to the Supplier an order with contents identical to the contents of the Supplier's specific quotation before the expiry of the binding quotation specified in the above paragraph, or if the Supplier receives an order identical in content to the Supplier's itemized quotation after the expiration of the binding quotation and the Supplier declares in writing that the order has been accepted. If the Customer orders the Shipments from the Supplier in accordance with the content of the price quotation, then the Specific Contract shall be concluded between the parties as of the date of receipt of the written order by the Supplier.
7. If the Customer submits an order at variance with the content of the quotation, it shall specially call the attention of the Supplier to this fact. This notification shall be qualified as a new inquiry, in this case the Supplier will make and submit to the Customer a new price quotation on the basis of the notification, . After receipt of the new price quotation the Customer may order the Shipments in compliance with the above-defined General Terms of Delivery.
8. Partial shipment and partial billing are permitted, unless the parties otherwise agree in the Specific Contract.

II. PRICES, PAYMENT CONDITIONS AND DEDUCTION

1. The Supplier shall be entitled to submit its invoice to the Customer for the given Shipment after completion of its delivery. Proof of fulfillment is the delivery letter signed by the Customer.
2. The prices do not include the cost of delivery, unless otherwise agreed by the parties in the Specific Contract. The prices do not contain the effective VAT.

3. In the absence of a different agreement, payment shall be effected as follows: the date of payment of the gross amount of the invoice is 30 calendar days from the date of its issue.
4. The Supplier's invoice shall be deemed to be settled on the date when the amount of the invoice is credited to the Supplier's payment account by the Supplier's bank.
5. In the case of late payment, in accordance with Article 6:155 of the Civil Code, the Supplier shall be entitled to late interest in the amount of eight percentage points on top of the central bank base rate in force on the first day of the calendar half-year for which interest is payable, and the provisions of Act IX of 2016 shall apply to the amount and payment of the flat-rate cost of collection.
6. The Customer may only make deductions for such items which the Supplier accepted in writing, or which are not disputed or the court has ordered their payment in a final award.

III. DEADLINE OF THE SHIPMENTS, LATE DELIVERY

1. The delivery deadlines shall be specified in the Specific Contract. Early delivery is permitted unless the parties have agreed differently in the Specific Contract.
2. If the Supplier makes late delivery for any reason attributable to it, the Customer may claim a penalty for each completed week of the delay equal to 0.5% of the net price of the delayed part of the Shipments, but the maximum amount of the penalty shall not exceed 10% of the net price of the Shipments.

IV. TRANSFER OF THE RISK OF DAMAGE

1. The risk of damage shall be transferred to the Customer at the point where the Supplier has delivered the Shipment to the Customer or to the person authorized by the Customer to receive the Shipment.

V. ACCEPTANCE OF THE SHIPMENT

1. Customer shall accept the Shipment at the place of performance both in quality and quantity. The place of performance is the seat of the Supplier (2120 Dunakeszi, Állomás sétány 19.), unless the parties have otherwise agreed in the Specific Contract.
2. The Shipment can be taken over at the seat of the Supplier (2120 Dunakeszi, Állomás sétány 19.) on working days between 7.00 and 14.00 hours.

VI. WARRANTY AND GUARANTEE

1. Unless otherwise specified in the Specific Contract, the warranty period agreed by the Supplier shall be 6 (six) months from the date of delivery of the Shipment to the Customer.
2. The Supplier's warranty obligation in respect of the Shipments shall extend to the scope specified in the Specific Contract, that is the works, repairs, tests performed, remedy of the faults arising from inappropriate assembly, faulty components, parts and materials, as well as repair of the defects arising from such faults.
3. During the warranty period the Supplier shall repair at its own cost any and all defects (replace components) which fail to comply with the specifications set forth in the Specific Contract, except for the case where the Supplier can prove that the defect was caused by circumstances within the control of the Customer.
4. The warranty does not cover:
 - defects caused by improper handling,
 - abnormal wear due to improper maintenance, premature wear,
 - malfunctions caused by the damage, theft, misuse or inappropriate use of parts or equipment,
 - in the case of accidental or operational damage to damaged components, unless the occurrence of the event is clearly attributable to the Supplier,
 - in all other cases where the impact of the Supplier is excluded.

5. If a Shipment is deemed defective by the Supplier's fault, the standard warranty period will be extended once with the number of days of malfunction and, in the case of replacement units, the warranty period for these units shall be renewed once.
6. The Customer shall notify the Supplier by telephone of any defects within the shortest time after their discovery and will confirm the telephone notification in e-mail within a maximum of one business day.
7. Within 3 business days of receipt of the notification the Supplier will investigate the report and repair the defective part of the Shipment or replace it on the spot in accordance with Section V. Foreign sites are excluded. Delivery fees are not to be paid by Supplier.
8. In addition to the guarantee the Supplier shall also be liable for warranty from the date of delivery of the Shipment.

VII. IMPOSSIBILITY OF PERFORMANCE; AMENDMENT OF THE CONTRACT

1. In the event of an impossibility of the Specific Contract, the Customer shall be entitled to compensation for any resulting loss or damage, unless the Supplier is not responsible for the impossibility, subject to provisions of Section X. as well.
2. The Specific Contract may only be amended in writing, by mutual agreement.

VIII. PLACE OF SETTLEMENT OF THE DISPUTES AND APPLICABLE LAW

1. The Parties shall endeavor to resolve their disputes regarding this GTD amicably. If this is unsuccessful, the parties will resort to the court having jurisdiction according to Act No. CXXX of 2016 on the Code of Civil Procedures.
2. The GTD and the Specific Contracts shall be governed by the Hungarian law.

IX. TERMINATION, EXTRAORDINARY TERMINATION

1. In addition to the rights of termination set forth in these GTD or the Specific Contract, either party may terminate the given Specific Contract by giving a written notice of termination to the other party. The notice period is 30 days. In case of termination the parties shall settle accounts with each other.
2. In addition to the rights of termination set forth in these GTD or the Specific Contract, either party may terminate the given Specific Contract, if the other party has seriously violated the Specific Contract and has not taken all reasonable steps to remedy the breach within 15 days of receiving the relevant notification.

X. LIMITATION OF LIABILITY

1. Supplier shall be liable to the Customer for any damages caused by late or faulty performance.
2. The aggregate and cumulative amount of penalties payable by the Supplier shall not exceed the 10% of the net amount of the Order during the term of the Order.
3. For damages sanctioned by a penalty, only penalty will be charged.
4. In the case of damages other than those arising out of or in connection with a breach of this Contract, Customer may claim damages subject to the following limitations:
 - Parties exclude any claim for indirect or consequential damages or lost profit.
 - The amount of indemnity may be maximum 10% of the net value of the Specific Contract per damage incident and per year.
 - The total amount of indemnity for damages under the Specific Contract may be maximum 25% of the net value of the Specific Contract.
5. The limitation of liability for damages does not apply to damages caused by the Supplier through intentional or gross negligence or crime, or to damage to life, physical integrity or health.

6. The Parties agree that the prices set forth in the Specific Contract shall be determined subject to the limitation of liability under this clause.

XI. FORCE MAJEURE

1. The Parties shall be exempt from the legal consequences of failure to comply with their obligations under this Contract if they are due to force majeure.
2. Force majeure shall mean any extraordinary, unforeseeable and unavoidable event that hinders or restricts the fulfillment of the contractual obligations (e.g. war, strike, natural disaster, pandemic, etc.).
3. The affected party shall immediately inform the other party of the occurrence of force majeure. In the event of force majeure, each party shall bear its own damage and expenses.

XII. CERTIFICATES

1. Supplier has Integrated Quality (ISO 9001), Labor Safety (MSZ 28001(OHSAS 18001)) and Environment Management (ISO 14001) system certificates, Welding of railway vehicles and vehicle parts (according to DIN EN 15085-2) certificate, and International Railway Industry Standard (IRIS - ISO/TS 22163:2017) certificate and performs its activity according to the above systems and standards.

XIII. CONFIDENTIALITY

1. Any fact, information, data, solution, learned by either party in connection with the conclusion and performance of the Specific Contract and the other party's business activities in particular, but not limited to, the content of their contract shall be deemed to be a business secret.
2. Neither party may disclose or make available to a third party or use a trade secret for any purpose other than the performance of the contract.
3. The obligation of confidentiality does not extend to information that is public (can be learned legally by anyone), or that is required to be disclosed or released by a law, authority, court, to the extent and to the persons specified by such law or decision.
4. Supplier shall comply with its legal obligations in the respect of managing personal data.

XIV. EFFECT, VALIDITY AND TERMINATION OF THE CONTRACT

1. The validity of the Specific Contract shall be understood in accordance with section I. and the Specific Contract shall promptly enter into force upon confirmation by the Supplier, or upon submission of an unaltered order by the Customer, unless otherwise provided for by the Specific Contract. The Specific Contract shall cease upon performance of all the outstanding contractual obligations of the parties, unless otherwise provided by the Specific Contract.
2. The present GTD shall be valid from 2020.11.16.