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The Future of Foam

EUROFOAM HUNGARY Kft.
General Terms and Condition for Purchasing
second version
valid: from 1st June 2014 until withdrawal

1. General part

- 1.1. We give orders to our suppliers and confirm orders received from our offerers under the conditions set forth in this Procurement Policy. We do not acknowledge the sale conditions of Suppliers or Offerers or other conditions differing from the Policy, except if we are expressly notified about such differences in writing during the confirmation of the offer/our orders and we accept the differing conditions thus presented to us.
- 1.2. Acceptance of our orders also means the acceptance of these procurement conditions.
- 1.3. Our procurement conditions also apply to future transactions to be made between Eurofoam Hungary Kft and the Supplier even if no specific reference is made to these conditions during the individual transactions. Agreements differing from our procurement conditions (modifications, amendments) shall only apply to the transaction in relation to which we confirmed them in writing.
- 1.4. Our procurement conditions shall also be applied in such cases where the Supplier builds in or assembles objects supplied to us based on our orders.
- 1.5. The Supplier acknowledges that the customer may process the data in the order referring to the Supplier for the purposes of book-keeping and for its own purposes in its supplier records.

2. Ordering

- 2.1. Offers made by our Suppliers are free of charge to us (including project costs as well), except when agreed otherwise in writing beforehand, and they can only be considered contract offers.
- 2.2. In its statement, the Supplier precisely follows our request for offer regarding the quantity and quality of the products and the details of realisation. In case of goods that are accounted for based on their weight, prices shall in all cases refer to price per net weight.
- 2.3. Orders, the conclusion and termination of contracts, release orders and any modifications or amendments of these, as well as the modification of the contract serving as the basis for them shall only be legally binding in writing, including this clause.
- 2.4. Spoken agreements, including any subsequent modifications or amendments of our procurement conditions and this clause shall only be legally binding if confirmed in a written form.
- 2.5. The written form can also be satisfied by way of electronic data transfer (e-mail) or fax.
- 2.6. The Supplier shall send an order confirmation in each case. In case our order does not contain data or only refers to prospective prices, then the supplier has to supplement prices in the confirmation of the order. The contract is only concluded if we have accepted the thus amended (priced) confirmation in writing.
- 2.7. In case the supplier diverts from our order in any way in the confirmation of the order, it shall expressly refer to this circumstance and the contract is only concluded if the counter-offer following the notification is accepted in writing.
- 2.8. On all its documents addressed to us, especially on the confirmation of the order, the waybills and invoices, the supplier shall refer to the number and date of our order, as well as all such data that we use to precisely identify our order. In case of release orders, our suppliers shall also refer to the data of the release order in question.

3. Prices, payment conditions and accountancy

- 3.1. The prices specified in our order or agreed upon with our suppliers are fixed prices. The agreed prices shall in no way be modified during the time of supplying, including release orders.
- 3.2. In case the VAT is not indicated in the offer that price is considered price with VAT. Changes in the tax law or other circumstances do not constitute ground for subsequent price increases; the supplier shall bear any consequences of exchange rate fluctuations. The invoice shall be issued in 1 copy according to Point 2.8 and the performance certificate shall be attached to the invoice. On the invoices the order number has to be indicated. The invoices shall be sent by post. Only invoices within the range of serial numbers determined by the tax authority can be used. In case of printed invoices, the supplier shall also attach a statement from the producer of the computer program confirming that the program complies with the relevant legal regulations.
- 3.3. Unless agreed otherwise, supplier invoices shall be settled within 30 days of issuing the invoice following performance.
- 3.4. Payment may also be made by deducting our counter-claims, applying Paragraphs 296-297 of the Civil Code, about which we inform the supplier within the period of time available to us.

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- 3.5. The supplier shall only be entitled to deduct its counter-claims from our claims, applying Paragraphs 296-297 of the Civil Code, or practice the right of retention if we have acknowledged the counter-claim or the right of retention or if they have become legally effective.

4. Delivery / Packaging

- 4.1. Delivery must be made to the address (place of performance) we specified in a way that no separate costs of consignment, packaging, customs or other fees are charged to us.
- 4.2. Unless the contracting parties have agreed otherwise, deliveries shall be made at the supplier's own expense and risk, to the current site of Eurofoam Hungary.
- 4.3. The supplier shall hand over any objects that require packaging by nature in a packaged form, weighed. Packaging must be suitable to protect the object from damages during delivery and storage. The supplier shall be responsible for the consequences of insufficient or faulty packaging. We return objects damaged during transportation back to the supplier, charging any fees incurred, and the supplier shall settle the damages with the forwarder/transportation agent.
- 4.4. We reserve the right to return the packaging back to the supplier free of charge, where the supplier shall ensure the removal of such packaging materials.
- 4.5. The supplier shall deliver the ordered goods to the storage facility within the site specified by Eurofoam Hungary Kft. between 7 am and 1.30 pm in case of tank or silo transport and between 7 am and 2.30 pm in all other means of transport, on the weekday specified in the order. The waybill shall include the purchase order number of the buyer. The representative of the buyer shall confirm the receipt of the goods by signing the waybill / performance certificate.
- 4.6. The supplier or the contractor performing the delivery shall observe the safety, traffic and logistics rules valid at the Eurofoam Hungary Kft. site, in particular calls for loading and receipt of goods. The supplier acknowledges that in case these rules are infringed, the orderer may ban the supplier or its employees from the customer's site.

5. Working activity at site

- 5.1. When Supplier carries out working activity while the site is running, Supplier shall fully observe the legal regulations and other regulations related to the site's working activity, selective collection, safe disposal and removal of dangerous waste included.
- 5.2. Supplier shall contact Eurofoam's on-site representative before starting the working activity in order to hold the necessary consultations, site excavations, visits, and – if it is necessary – keep Eurofoam's specific fire- and safety educations beforehand.
- 5.3. Supplier shall be responsible for its subcontractors and their employees both towards Eurofoam and the Authorities. Supplier shall fully observe the general and other site related regulations, as well as the site's specific environmental, safety and fire protection and behavior rules and regulations. Supplier shall legally cooperate with Eurofoam in every question. Supplier shall be fully responsible for observing labour and safety regulations. Supplier shall give back the working area without waste, clear, in good order and eliminate any damage in the property during the working activity.

6. Receipt obligation and force majeure

In case of force majeure, we become exempt from our obligation to receive goods during the event, including wars, revolts, strikes and any disorders of transportation or breakdown at our site or at the supplier sites, not foreseeable or controllable by us. In such cases, the supplier's claims for settlement or compensation shall be excluded.

7. Passing of risk

Risk shall only pass when the ordered objects are duly delivered to, received or handed over at the place of performance we specified; and, in case of deliveries including instalment or assembly, when the installed or assembled goods are received.

8. Warranty and responsibility

- 8.1. Disclaiming or restricting responsibility in any way, in particular regarding warranty or damages, by our contracted partners shall only be considered legally effective if we agreed on this matter expressly and in detail in writing.
- 8.2. The things delivered by the supplier shall have the characteristics determined by the law or in the contract; they shall provide the agreed performance; they shall not have such defects that prevent or reduce their value or suitability for normal use or their use assumed or stated at the time or ordering them.

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- 8.3. The quality, dimensions and weight of the delivered material can only be determined according to EN norms. Each consignment shall fully comply with the legal safety and security regulations (CE conformity) valid at the time of delivery.
- 8.4. In case the delivered things do not have the characteristics determined by the law or in the contract; if they show other deficiencies (of quantity or quality); if they are unsuitable for the purpose specified in the contract; if assembly is improper (defective performance), we shall practice the warranty rights set forth in Point (1), Section 306 of the Civil Code (repairs, repairs by external party, replacement, price discount, termination of contract) and/or claim compensation in accordance with the Civil Code (Section 310 of the Civil Code).
- 8.5. The supplier shall assume warranty for the products we order for a minimum of 2 years (Section 248 of the Civil Code); in case the legal regulations stipulate a longer period of warranty, the latter shall apply.
- 8.6. Provisions of warranty shall also apply in case the supplier installs or assembles the delivered objects based on our order. In this case, the warranty period shall commence when the assembled objects are received by us or our customer, based on the written acknowledgement of receipt.
- 8.7. The supplier shall have the responsibility of compensation to ensure that the use of the services or products purchased from it do not infringe the services and trademarks of third parties.
- 8.8. Eurofoam might claim the certificate of the Supplier's valid liability insurance that is related to its service work carried out at Eurofoam. The Supplier having such an insurance might have advantage in Supplier selection.

9. Transfer / Assignment

- 9.1. Unless our prior written approval is received, the supplier may not transfer its delivery obligation assumed against us to third parties.
- 9.2. Unless our prior written approval is received, the supplier shall not be entitled to assign any of its contractual claims against us to third parties.

10. Confidentiality

The supplier shall treat all the technical and commercial data referring to us as confidential, unless they are publicly available. This shall in particular apply to the documents provided to the supplier, as well as prices and conditions.

11. Jurisdiction and applicable law

- 11.1. In the contract, the contracting parties establish the exquisite jurisdiction of Miskolc City Court and Miskolc Court in order to judge any disputed issues between the supplier and us, regardless of competence.
- 11.2. The Hungarian material law and procedural law shall apply when any legal disputes are judged.

12. Derogatory clause

- 12.1. In case certain provisions of the contract or the conditions of order become invalid or ineffective, the contract concluded between us and the supplier shall only become invalid if the parties had not concluded it without the invalid/ineffective part.
- 12.2. The invalid/ineffective provision or business condition must be replaced with such a provision, according to the principle of goodwill and integrity, which is closest to the purpose of the invalid or ineffective provision or condition and ensures that the economic goal of the contract is realised.