

Inno-Comp General Sales and Delivery Terms

1. General Part and Definitions

The Seller is Inno-Comp Group (hereinafter: Inno-Comp; "we"), This General Sales and Delivery Terms (hereinafter: General Terms) is applicable for all sales by any member company of the Inno-Comp Group, except where the particular Inno-Comp company does not use its own General Terms.

The Seller in Hungary is Inno-Comp Kft., registered seat: H-3580 Tiszaújváros, Vegyészek útja 8., Hungary, EU VAT No.: HU 11797881.

The Seller in the Slovak Republic is Inno-Comp Slovakia, s.r.o, registered seat: Drienová 34., 82102 – Bratislava, Slovakia, EU VAT No.: SK 2022034663.

The Seller in the Czech Republic is Inno-Comp Bohemia, s.r.o., registered seat: Záluzí 1, areál Unipetrolu RPA, s.r.o., 436 70 – Litvínov, Czech Republic, EU VAT No.: CZ 27309185.

The Seller in the Federal Republic of Germany is Inno-Comp Deutschland GmbH, registered seat: Am Bülden 54., 46342 – Velen, Germany, EU VAT No.: DE 310914937.

The Buyer is a legal entity or other organisation or a person that has made, or intends to make, a sales contract with the Seller Inno-Comp.

Sales Contract is understood to mean a contract for the sales and delivery of products, a consignment contract, a distribution contract and any other contract by which Inno-Comp wishes to sell goods, as well as any order placed by a Buyer, the confirmation thereof and any delivery based on an order without a confirmation.

The following General Sales and Delivery Terms shall apply to the provisions of sales contracts between Inno-Comp and the Buyer (together: Parties).

Contract (hereinafter: Contract) is understood to mean the sum of the concrete provisions laid out in an order between the Parties and its acceptance and this General Sales and Delivery Terms.

Unless the Contract states otherwise, the provisions of the Contract and the General Sales and Delivery Terms shall prevail over the provisions of all other documents, including any general terms and conditions applied by the Buyer and sent as an annex to an order or referred to in an order placed by the Buyer.

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In case of any conflict between the terms of a Contract and the general terms and conditions laid out in an order by the Buyer, the Contract, and, therefore, the General Terms and Conditions of the Seller shall prevail.

Terms and conditions other than these General Terms, including any supplementary terms, are only accepted if we expressly give our consent in writing.

2. Orders

2.1. Orders received from the Buyer in any form (whether by e-mail, fax, telephone, ordinary mail, etc.) are binding upon the Buyer regardless of the fact whether or not Inno-Comp has confirmed them.

An order is deemed to be accepted by Inno-Comp if and as soon as a written order confirmation is sent to the Buyer.

2.2. The terms of orders are understood to jointly mean the following terms specified in the order by the Buyer: (i) a list of products to be purchased; (ii) the quantity of each product ordered, broken down by colour; (iii) the required date of delivery; (iv) the unit price of each product to be purchased (which is identical with the Price List in effect at the time of purchase); (v) the invoicing address; and (vi) the place and address of delivery.

2.3. The Buyer is required to verify the correctness of the order confirmation within 48 hours. The content of the order confirmation then becomes binding upon the Buyer. In lieu of a confirmation, Inno-Comp is entitled to deliver the goods and the Buyer is bound to accept the goods and pay the purchase price.

2.4. Verbal arrangements and changes in any agreement shall not be effective until they have been expressly confirmed by Inno-Comp in writing.

2.5. The minimum order quantity per grade and order is 1.375 metric ton. In case the minimum order quantity is not met, Inno-Comp shall be entitled to decide to reject the order without incurring any obligation for compensation, cost, etc. or to decide to accept the order, which shall entail the Buyer's obligation to bear all freight costs and any additional costs (unloading, customs, etc.).

3. Delivery and delivery dates

3.1. Inno-Comp is entitled to appoint an exact date for delivery in the order confirmation. Inno-Comp shall notify the Buyer about any delay in delivery, including the reason and duration thereof and initiate the mutual modification of the delivery date. Inno-Comp excludes any compensation liability for any loss or damage incurred by the Buyer due to late delivery, whether direct or indirect damage or missed profits, with a view to the fact that such losses, damage, expenses, consequences, etc. are not foreseeable by Inno-Comp.

In case of force majeure, Inno-Comp has the right to cancel the delivery without any liability for compensation. For this Contract, force majeure shall include any event outside Inno-Comp's scope of activities but beyond its reasonable control which makes delivery by Inno-Comp impossible or impedes or obstructs it to an extent that lays an disproportionate burden on Inno-Comp, e.g., shortage of raw materials, as well as any event within Inno-Comp's and/or its contractual suppliers' and subcontractors' scope of activities which is impossible to prevent (natural disaster, technical failure, government measures, a significant shortage of labour force, strike, etc.).

Inno-Comp has the right to deliver the goods, even by partial delivery, before the agreed delivery date and the Buyer shall accept such deliveries. In the event when the confirmed delivery is delayed for reasons imputable to the Buyer (e.g., outstanding invoice debt), Inno-Comp has the right to suspend any delivery.

If the goods are to be delivered within a given contractual period of time, Inno-Comp shall have the right to deliver the goods at any time within the agreed delivery period.

If a Buyer's order may only be fulfilled by loading the goods from several warehouses in Inno-Comp's site, Inno-Comp is entitled to a longer loading time to serve the Buyer.

In case of any lack of or deficiency in a confirmation or delay in payment on behalf of the Buyer, Inno-Comp shall not be liable to meet the stipulated delivery time, and Inno-Comp's delay in delivery shall not be deemed as a violation of contract.

For transportation of goods by the Buyer or its agent, Inno-Comp excludes liability for any loss caused by failure to meet the delivery time.

3.2. Deliveries will take place ex warehouse in the plant of the member of the Inno-Comp Group as stated on the order form, or FCA factory of the member of the Inno-Comp Group as stated on the order form, unless expressly agreed otherwise in writing.

3.3. Loading times are Monday to Friday from 7:00 am till 2:00 pm (on working days only).

3.4. In case of Inno-Comp's delay in delivery, the Buyer shall have the right to cancel the contract until the consignment leaves Inno-Comp's factory site. After the consignment has left Inno-Comp's factory site, the Buyer will not be entitled to cancel the contract, claim compensation or refuse to accept the consignment.

3.5. Inno-Comp will have fulfilled its delivery obligation by delivering, transporting, the goods to the address indicated on the order form. The Buyer shall accept the goods upon delivery, unload them from the transportation vehicle, carry out a quantity inspection of the consignment and accept the goods by signing the delivery note. The receipt of goods signed on the delivery note will form a full proof of delivery.

In case of refusal to take delivery, the costs of transport, storage and other costs will be at the expense of the buyer.

If the Buyer fails to receive the goods on the day of delivery, except for cases of rightful complaints about quantity or quality, the Buyer shall be charged demurrage of EUR 200 per day. Inno-Comp will send an invoice of the amount of demurrage within 15 days after it is incurred, and the Buyer shall pay the invoiced amount by bank transfer within 15 days of the issue of the invoice.

3.6. Independently of the mode of packaging, Inno-Comp applies a 1 % quantity difference tolerance. A claim concerning a quantity difference within the tolerance shall not be accepted by Inno-Comp. Delivery within a negative tolerance shall not affect the obligation to pay the contractual purchase price.

3.7. Buyer shall be serviced only if it does not have any overdue debt on the day of dispatch.

4. Using EKAER (Electronic Public Road Trade Control System), if relevant for a country

For road transportation of goods, the Buyer acknowledges that transportation of goods may only be started if the Buyer possesses an EKAER number required by Act CL of 2017 on the Rules of Taxation in Hungary, especially by Chapter XI. The Buyer shall provide the data necessary for reporting the transportation for Inno-Comp in the purchase order but before the deadline of reporting as required by the aforementioned act of law at the latest. Any extra cost caused by a late provision of data shall be at the expense of the Buyer, and Inno-Comp shall be entitled to invoice any such costs.

In case any changes occur in the originally furnished data related to the Buyer, the Buyer shall make that data available to Inno-Comp with no delay and before the despatch of goods. Any changes occurring during the transportation of goods shall also be reported to Inno-Comp so that the changes could be entered into the report. If the Buyer fails to meet its data provision obligation or does so after the deadline without a satisfactory justification, then Inno-Comp shall be entitled to transfer any EKAER sanctions to Buyer.

If the goods are transported by a domestic Hungarian Buyer and the goods, as a direct consequence of transportation, are resold and transported to a domestic Hungarian third party (chain transaction), then the obligation to report the transportation in the EKAER system shall lie with the Buyer. The Buyer shall inform Inno-Comp about the fact that the goods are going to be resold before the despatch of goods, and any damages caused by failure to do so shall be the responsibility of the Buyer.

Furthermore, if risk-free products are transported by the Buyer (as a consignee) in the course of a domestic Hungarian primary taxable sale of products, the EKAER obligation shall lie with the Buyer (as consignee).

5. Transfer of risks

5.1. All risks of loss or damage to the goods pass to the Buyer when the goods have been delivered or presented to delivery to the Buyer, regardless of the fact whether or not the Buyer accepts the goods.

5.2. All costs and losses caused to Inno-Comp due to the Buyer's refusal to receive the delivered goods, failure to unload the goods, or non-acceptance of (part of) the products ordered by the Buyer shall be charged to the Buyer's account, including any storage costs, except for cases of a refusal of the goods due to a rightful complaint.

6. Prices and Payment

6.1. The Buyer shall pay the prices indicated in the order confirmation, or, in lieu of this, the list price in effect at the time of the purchase. As a general rule, prices will be FCA the factory of a member of the Inno-Comp Group as stated in the purchase order, or as otherwise agreed in writing, but all prices are understood exclusive of the locally customary value added tax. Therefore, the local value added tax shall be added to the price at the rate in force at that time.

Inno-Comp is entitled to issue and send an invoice within 15 days of the contractual fulfilment of the obligations under the Contract.

If, in case of transportation between Hungarian contractual parties, invoicing takes place in a foreign exchange other than HUF, Inno-Comp shall also indicate the HUF amount of the tax payable based on Sections 80 and 172 of Act CXXVII of 2007 on Value-Added Tax.

6.2. All payments shall be made within the agreed payment terms stated on the invoice without any deduction, settlement of debts or discount.

6.3. A payment is deemed to have been made in accordance with the contract if the full amount of the invoice has been credited to Inno-Comp's bank account within the date of payment stipulated in the contract. The Buyer shall bear all costs charged by the Buyer's bank.

6.4. If the Buyer places a complaint about an invoice issued by Inno-Comp, the Buyer shall notify Inno-Comp in writing at least 15 days before the due date of payment of the invoice, indicating the amount about which the complaint is being placed as well as the basis for the complaint, and shall pay the amount that is not concerned by the complaint within the payment date. If the Buyer does not dispute the invoice or part of it, the invoice will be deemed to have been accepted and the Buyer's right to complain waived. Inno-Comp's acceptance of a partial payment of an invoice shall not mean that Inno-Comp renounces the unpaid amount and waives its right to require payment of the entire amount. If a complaint placed about an invoice is not resolved fifteen (15) days of sending Buyer's notification to Inno-Comp, the dispute will be handled in accordance with the rules of dispute resolution set forth in this Contract.

6.5. If the Buyer fails to pay the invoiced amount within the payment period, Inno-Comp shall be entitled to charge a late interest rate for the period between the day of falling into arrears and the actual date of payment. The extent of the late interest shall be the base interest rate as determined by the bank of issue of the currency of the outstanding debt, for that currency, effective on the first day of the calendar half year affected by the payment delay, or, in lieu of such, the value of the money market interest increased by 8 (eight) percentage point. For the purpose of calculating the late interest, the base interest rate determined by the bank of issue effective on the first day of the calendar half year affected by the payment delay is applicable for the entire period of the calendar half year. The amount of the late interest shall be calculated by the parties to the contract taking into account a 365-day year and based on the number of days actually passed. The late interest is payable in the currency of the amount that serves as the basis for the late interest.

If the Buyer fails to pay the amount due until the agreed date of payment, Inno-Comp shall be entitled to charge the Buyer a flat rate of 40 EUR per invoice for collection and other legal and auxiliary costs.

The party falling into arrears shall pay the accumulated late interest within 15 days of the date of issue of a late interest notification and the EUR 40 flat rate of expenses until the due date as indicated in the payment notice.

6.6. Payment relief (rescheduling of payments, partial payments) may only be requested for debts that are not due yet. The request with explanation shall be addressed to Inno-Comp Finance Office or the managing director. The Finance Office will send notice on the acceptance or rejection of the request in the way (letter, fax, e-mail) and to the address indicated in the letter.

6.7. If the buyer regularly delays or fails to make payments, the Finance Office of Inno-Comp will have the right to revise and unilaterally modify the preliminarily and jointly agreed mode and term of payment, of which a notification will be sent to the Buyer.

6.8. In case the specific agreement between Inno-Comp and the Buyer contains the payment of a bonus, the Buyer's delay in payment will entail the following sanctions:

- if the delay exceeds 10 calendar days, the bonus associated with the particular invoice will be cancelled;
- in case the delay amounts to or exceeds 20 calendar days, the full amount due for the particular year will be cancelled.

6.9. Failure to pay any late payment interests and other surcharges, liquidated damages arising out of non-payment will be regarded in the same way as the overdue invoices.

6.10. Inno-Comp shall issue and forward electronic invoices through the WEB EDI system, which means that invoices are going to be sent to the e-mail address provided by the Buyer. Invoices are to be downloaded by clicking on the link provided; opening the link is simultaneously deemed to be a confirmation of receipt.

6.11. **Credit Facility:** Inno-Comp may offer a credit facility (credit line) to the Buyer for the delivery of goods based on the Contract (hereinafter: Facility).

If the sum of the Buyer's debt arising from the Contract and the confirmed purchase orders exceeds the amount of the credit facility, Inno-Comp shall be entitled to stipulate a condition for any further deliveries requiring that the Buyer should make payments towards the outstanding debt so that the remaining amount of the facility would cover the price of the products ordered.

Inno-Comp has the right to modify the amount of money available through the facility unilaterally, advising the Buyer of such changes immediately or to suspend servicing (or serving) the Buyer on credit or to require further conditions (securities) if the Seller has received well-founded negative information about the Buyer's financial stance and liquidity.

Inno-Comp shall notify the Buyer of any modification made in the facility in writing. If the Buyer objects to the modification of the facility, then the parties shall hold negotiations. If negotiations fail to result in an agreement within 30 days, then the rules of termination of the contract with ordinary termination shall be applicable.

6.12. If Inno-Comp incurs an obligation to pay any value-added tax and any related sanctions as a result of Buyer's failure to hand over the import declaration of the products or failure to report a change in its VAT registration number and/or any other information required under the contract or Buyer's non-compliance with the rules of EKÁER, then Inno-Comp shall be entitled to charge the amount of the unpaid tax and sanctions levied by the tax authority (interest, fine, etc.) to the Buyer.

7. Letter of Credit (L/C)

7.1. Letters of Credit may only be submitted in payment with the prior written consent of Inno-Comp. Opening fees and other fees incurred shall be charged to the Buyer's account.

7.2. Production of goods ordered with payment by Letter of Credit will start only after the L/C has been opened and accepted by a bank located at Inno-Comp's seat.

8. Liability restrictions

8.1. Inno-Comp only warrants and undertakes liability for the quality of the products during delivery being in accordance with the quality specifications laid out in the product description and, if applicable, the Buyer's product specifications agreed in writing prior to delivery. Inno-Comp does not undertake any other express or implied warranty for the goods, the usability or suitability for a purpose thereof either in writing or orally, and expressly excludes any such liability. The Buyer acknowledges that no reference may be made to a statement, promise or authorisation that has not been provided by Inno-Comp in writing, or that is not regulated in this Contract.

8.2. For cases described in point 8.1., however, Inno-Comp shall not be liable for any damage, loss, expense, compensation which was caused by the Buyer's failure to comply with its obligation to conduct a quality inspection or to store, handle or utilise the products in accordance with the guidance provided by Inno-Comp or in line with the recommendation offered by professional standards.

8.3. Inno-Comp shall not accept any obligation to pay compensation unless specified in these terms and conditions.

8.4. Inno-Comp shall not be held liable for any indirect loss incurred by the Buyer, including any consequential loss and damage, loss of profit, lost savings and any loss caused by work interruptions, any loss resulting from a decline in sales, as well as any business loss incurred by the Buyer's business partners.

8.5. Inno-Comp's liability for any damage or loss incurred by the Buyer resulting from the Seller's breach of contract shall be limited to the amount of the invoiced purchase price of the goods involved by the breach of contract as a maximum limit and shall not exceed that limit.

9. Ownership of Products

9.1. Title to all goods delivered by Inno-Comp shall remain with Inno-Comp until the Buyer has fully paid all its outstanding debts payable to Inno-Comp.

Despite the Seller's retaining the ownership of the goods, the Buyer is allowed to process the goods, but, until full payment of the purchase price, the Buyer may not, without Inno-Comp's specific consent, alienate or encumber either the raw material or the products produced through processing. In case of processing, retained ownership shall apply to the products produced by processing.

9.2. In case of non-payment of an amount due, suspension of payment, petition for a moratorium, bankruptcy, the appointment of an official receiver or liquidation of the Buyer's business, Inno-Comp shall be entitled, without serving a notice of default on the Buyer and

without any legal intervention, to cancel the order, or that part of it that still has to be delivered, and to claim back as its property that part that may have been delivered and has not or not fully been paid for, without prejudice to its rights to claim compensation for any losses it may have suffered. The costs of recovering or claiming back the products shall be charged to the Buyer's account. In such a case the Buyer hereby authorizes Inno-Comp and its assignees and agents to enter the Buyer's sites and buildings, to repossess the goods owned by Inno-Comp, without such an act being deemed as an arbitrary action.

10. Complaints

10.1. Upon receiving the goods, the Buyer shall verify by signing the delivery note that the delivered goods have been received in the quantity as indicated in the delivery note. In case of a complaint about the goods and packaging being damaged or contaminated during transportation, unloading or discharge as well as in case of a complaint about an insufficient quantity, the Buyer shall report the complaint on the delivery note, attaching (a) photo(s) and a weighing note which clearly show the state existing at the time of taking note of the problem. To facilitate mitigation, the Buyer shall request Inno-Comp's instructions on the handling of the goods involved. The goods may not be utilised or annihilated until Inno-Comp's instructions are provided.

For quantity complaints, the Buyer shall provide Inno-Comp with proof substantiating the quantity complaint. If the place of receipt is Inno-Comp's site, Inno-Comp shall ensure reasonable conditions necessary for the Buyer to inspect the goods.

If the place of receipt is the Buyer's site or another location as indicated by the Buyer, the Buyer shall, along with the carrier, record the noticed quantity deficiency in the delivery note and/or mutual minutes. If transportation of goods is provided by the Buyer, the goods shall be deemed to have been duly delivered in the quantity as indicated in the delivery note signed by the carrier or the Buyer.

For cases of a quantitative mismatch of goods delivered in road tanker, the Buyer shall send to Inno-Comp the verification certification of the Buyer's scales as well as the weighing note made out on the weighing of the vehicle. The basis for accounting for quantity is the weight indicated in the delivery note; and a different method is only available through a written agreement by the parties.

After the receipt of goods, no quantity complaints may be placed.

10.2. The Buyer shall inspect the quality of the delivered goods upon delivery or within 45 days of delivery, and report to Inno-Comp in writing any noticed quality defects accurately detailed (including the date of delivery, batch number, quantity, delivery note number and a description of the quality defect), along with the attached documents proving that the complaint is

substantiated. The defects of the goods must be proven by the Buyer and a sample must be given to Inno-Comp from the goods concerned with the complaint at the time of reporting the complaint.

The Buyer shall cooperate with the technical representatives of Inno-Comp about the technical details of the complaint investigation, and an inspection at the location shall be made available to the technical representatives of Inno-Comp.

If the quality of the goods is not inspected within the aforementioned period of time due to the Buyer's omission, the inspection of the goods shall be deemed to have happened (presumptive inspection).

If the Buyer fails to conduct a quality inspection and report any defects within the warranty period, the Buyer shall bear the consequences of its delay and Inno-Comp shall not be held liable for any such quality defects.

The Buyer has the right to assert its warranty rights within 6 months of the delivery (transfer of risks), after which any such claim becomes obsolete. After the expiry of this period, the Buyer shall not have the right to assert any warranty claim.

10.3. Inno-Comp shall investigate the complaint and notify the Buyer as soon as possible.

The Buyer may only return the goods classified by it as defective to Inno-Comp based on a written consent of Inno-Comp, taking into consideration the requirements of EKÁER.

Inno-Comp shall not be liable for any defects that were caused by external circumstances after the passing of risks.

Inno-Comp excludes to take responsibility for any damage or loss incurred by the Buyer due to the Buyer's improper storing of goods or raw materials, or due to an improper processing of goods by the Buyer, as well as for damage or loss due to an improper transportation of goods when transportation was organised by the Buyer.

In case of a substantiated quality complaint, Inno-Comp is entitled to replace or take back the products or refund the whole or part of the purchase price to the Buyer.

Placing a complaint will not relieve the Buyer from the payment of the contractual purchase price of the goods due within the payment period.

11. Non-disclosure obligation

11.1. The parties hereto agree that all data, facts or information that they have obtained in any way in relation to concluding and performing this Contract about the other Party or its activities including especially, without limitation, the existence and content of this Contract, shall be

deemed confidential, and shall not be disclosed or made available to any third Party, or used for purposes other than the performance of this Contract.

This provision is not applicable to passing information to the members of the Inno-Comp Group. Inno-Comp warrants that the members of the Inno-Comp Group shall comply with their non-disclosure obligation.

This provision does not apply to any information required by a contract to be furnished to any third Party providing financial/accounting, legal, HR, insurance, research, customer satisfaction survey, supplementary financial or debt collecting services, or, in case Inno-Comp assigns debt arising from a contract, any information given to the assignee where signing and performing a contract of assignment necessitates it, furthermore, if the contract requires the provision of a financial security, any information necessary for concluding and performing such contracts when disclosed to a third party by Inno-Comp.

11.2. The scope of this confidentiality undertaking shall not involve

- a) any information that is already publicly available or will be made public in the future through no fault of the party receiving the information, or
- b) any information that was demonstrably already known to the receiving party prior to the Contract entering into force, or
- c) any information that the receiving Party obtained from a third party that is not bound by a confidentiality agreement with the contractual party to whom the information is related, or
- d) any such information whose disclosure is mandated by a statutory provision or an authority order.

The non-disclosure obligation set forth herein shall remain in effect for a duration of 5 years after the termination of the Contract regardless of the reason for terminating the Contract.

12. Termination of Contract

12.1. Inno-Comp reserves the right to terminate the agreement with the Buyer with immediate effect without a compensation payment obligation, if:

- a) a bankruptcy, winding up, liquidation, compulsory strike-off or other dissolution proceedings are initiated against the Buyer, or the Buyer applies for suspension of payment or is put under legal restraint, or
- b) the Buyer fails to meet its payment obligations or other obligations under the agreement properly and in a timely manner, or
- c) the Buyer loses free control of its capital or is put under legal restraint, or
- d) the Buyer loses the credit line which facilitated deferred payment formerly set up by the credit insurance company; and Inno-Comp is unable to come to an agreement with

- the Buyer on another payment method requiring no credit line, nor can the Buyer assure any other guarantee to cover its outstanding debts, or
- e) the Buyer violates the non-disclosure obligation under the Contract, or
 - f) the Buyer's statement or behaviour hurts Inno-Comp's good reputation and fair business, or
 - g) the Buyer violates the provisions of Inno-Comp's Business Policy, Corporate Responsibility Policy or other policies, or
 - h) the Buyer pays late. Any deliveries and confirmed customer orders shall be cancelled without any compensation of damages. Goods will be returned during delivery and any costs arising charged to the Buyer's account.

13. Force Majeure

Force Majeure is understood to be any situation that Inno-Comp could not foresee because of extraordinary circumstances, such as restrictive government measures of whatever nature, mobilization, war, revolution, traffic obstructions or problems in the supply of raw materials, strike or any other circumstances that are out of Inno-Comp's control, and on the basis of which Inno-Comp, should such circumstance have been known to it at the time the agreement was concluded, would not have concluded the agreement or not under the same conditions.

14. Notifications

All notifications required to be sent under this Contract shall be issued in writing, and will be deemed to have been delivered when (a) it is hand-delivered to the addressee; (b) it is posted return receipt required; (c) for purchase orders, confirmations, delivery information and product shortage, notification may be sent by e-mail between 8.00 am and 6.00 pm, to which a read receipt setting should be set upon sending, while e-mails sent after business hours shall be deemed to have been delivered at 8.00 am the following working day. If a return receipt arrives with a note stating 'mail unclaimed', 'addressee moved' or 'receipt of mail refused by addressee', then, on the 5th day after sending the mail, based on a presumption of delivery, delivery shall be deemed to have carried out. Delivery of notifications sent by fax is certified by a fax transmission report.

15. Governing Inno-Comp Rules

The Buyer declares to have read and acknowledged its liability to comply with Inno-Comp's effective Corporate Policy, Corporate Responsibility Policy, Data Protection Information, website using terms and conditions, Cookie Policy and other policies as amended from time to time, accessible on Inno-Comp's website at <http://www.inno-comp.hu>.

16. Data Handling Rules

Based on Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter General Data Protection Regulation or GDPR), both Parties, in order to execute the sales contract between them, will handle and process the names, telephone numbers, e-mail addresses and any further personal data of employees (natural persons), e.g., contact persons, furnished to the other Party as data controllers.

As data processors, the Parties shall comply with the following rules:

- a) The data processor shall process any personal data exclusively based on and in accordance with the other party's instructions for the purpose of carrying out the tasks recorded in the Contract,
- b) The data processor agrees to apply appropriate data security measures to protect personal data, and to ensure that any subcontractors and third party partners that are involved in the contractual performance comply with the same;
- c) The data processor shall help the other party, taking into consideration the nature of processing, by appropriate technical and organisational measures and to the possible extent, to be able to comply with its obligations to reply requests related to data subjects exercising their rights;
- d) The data processor shall help the other party comply with its obligations related to any personal data breach, taking into consideration the nature of data processing and the information available to the processor;
- e) The data processor agrees to notify the other party without a delay on any personal data breach occurred;
- f) The data processor shall delete or return all personal data and delete any existing copies thereof based on the other party's decision after the termination of the Contract unless Union or Member State Law requires the storage of such personal data.

17. Applicable law and Jurisdiction

17.1. If any provision in these terms and conditions becomes invalid or is nullified, the other provisions shall remain fully effective and the Buyer and Inno-Comp shall consult with one another in order to replace the provisions in question by provisions that approximate the objective and purpose of the said provisions as closely as possible.

17.2. In the event of any legal dispute arising between the Parties out of or in connection with this contract or the execution thereof, the laws of the country at which the seat of the member of the Inno-Comp Group is located shall apply, but neither the UN Convention on Contracts for the International Sale of Goods, nor any cross-reference of private international law shall be applicable.

17.3. In the event of any dispute arising between the Parties out of or in connection with the contract or the delivery of goods, especially any breach, termination, validity or interpretation thereof, the Parties hereby agree to exclude the settlement of the dispute by way of a state court procedure, and, instead, agree to submit the matter to the exclusive and final decision of the Permanent Court of Arbitration operating in the country where the seat of the member of the Inno-Comp Group is located.

The court of arbitration shall proceed in a council of 3 (three) arbitrators and in accordance with its own Rules of Proceedings. The language to be used in the arbitral proceedings shall be the language of the country of the Inno-Comp member involved as plaintiff.

In Hungary the Permanent Arbitration Court attached to the Hungarian Chamber of Commerce and Industry (Commercial Arbitration Court Budapest) shall be exclusively competent and shall proceed in accordance with its own Rules of Proceedings (supplemented with the provisions of the Sub-Rules of Expedited Proceedings). The Parties exclude the possibility of the retrial of the proceedings as regulated in Section IX of Act No. LX of 2017 on Arbitration.

17.4. All trade conditions shall be interpreted according to the Incoterms of the International Chamber of Commerce, Edition of 2010, unless otherwise agreed in writing.

17.5. These terms and conditions are valid as from 1 January, 2019 and shall remain in effect until modified or revoked by Inno-Comp.

Inno-Comp