



Annex 2

General Terms and Conditions of Duna-Dráva Cement Kft.'s Cement Business Line

1. Conclusion, Amendment and Termination of the Agreement

- 1.1. The Agreement (both the framework Agreement (hereinafter referred to as the 'Framework Agreement') and the Case Agreement for the supply (hereinafter referred to as the 'Case Agreement')) shall be concluded by the signature of both parties.
- 1.2. Upon the conclusion of the Agreement, any previous correspondence or agreements between the **Parties** concerning the subject matter of the Agreement shall cease to have effect, and any custom or practice established by the **Parties** in their previous business relationship shall not automatically become the content of the Agreement. Nor shall practices widely known and used in the concrete business automatically become part of the Agreement.
- 1.3. **Buyer** may withdraw from the Agreement until the offer of performance of the Case Agreement, and after the first offer of performance, the **Buyer** may terminate the Case Agreement, but shall reimburse the **Seller** for the justified costs incurred in connection with the performance of the order until the notice of withdrawal or termination.
- 1.4. In order to adapt to the cost elements affecting the management of the business and affecting everyone, and in view of changes in the financial conditions and economic circumstances on which the **Seller** has based his offer (including but not limited to changes in official fees, taxes, contributions, etc.), the **Seller** is entitled to unilaterally modify his contracted prices within 15 days of the occurrence of the said changes.
- 1.5. **Parties** agree that either Party shall be entitled to terminate the Framework Agreement by giving 15 days' notice by ordinary mail, in writing, to the other Party, unilaterally and without giving any reason.
- 1.6. **Buyer** shall give written notice of its intention to extend (re-conclude) the Agreement at least 30 days before the expiry of the fixed-term Agreement.
- 1.7. **Parties** set out that the offer to amend the Individual and Framework Agreement initiated by the **Seller** shall be deemed to be accepted by the **Buyer** by way of an implied acceptance, in particular by the **Buyer's** ordering of additional product(s) or by the **Buyer's** payment of the changed and invoiced fees after the **Seller** has notified the **Buyer** in writing. If the Agreement is amended due to a price change, the failure to give notice shall be deemed to constitute acceptance as an implied acceptance if the **Seller** has duly complied with its obligation to give notice.
- 1.8. Any initiative for other amendments to the Agreement (change of technical content, request for amendment of deadlines, etc.) not covered by Clause 1.7 must be made in writing by the **Parties**. The amendment of the Agreement shall be valid and effective only in writing.
- 1.9. In the event of a serious breach of Agreement, if the party in breach of Agreement fails to remedy the situation which caused the breach of contract, despite a written request from the other party, the other party shall be entitled to terminate the Agreement with immediate effect by giving written notice of termination and stating the reason for termination. A serious breach of Agreement shall be deemed to be, in particular, a breach of the obligation to pay or take-over by the **Buyer**, or a failure to perform by the **Seller** for reasons within **Seller's** control.
- 1.10. **Seller** may terminate the Agreement with immediate effect if **Buyer** becomes insolvent, enters into bankruptcy, is declared bankrupt, is ordered to be wound up or



is manifestly unable to fulfil its obligations under the Agreement. In this case, **Seller** may claim the value of the work contractually performed. If **Buyer** is in breach of Agreement at the same time, the **Seller** shall enforce his rights arising from the breach of Agreement at the same time as he settles the account.

- 1.11. If, due to any parliamentary, governmental, municipal, official measures, restrictions or any other event beyond the **Seller's** control and beyond its control, the **Seller** is unable to deliver the products specified in the Agreement to the **Buyer** within the deadline, quality and quantity agreed in the Agreement, the **Seller** excludes its liability for damages and its full responsibility for breach of Agreement.

2. Subject matter of the Agreement

- 2.1. **Seller** shall supply and sell to the **Buyer**, on the basis of case orders under the terms of the Framework Agreement, the type, quality and packaging of the Products specified in Annex 1 to the Framework Agreement, on the terms and conditions set out in the Framework Agreement.
- 2.2. **Seller** warrants that the quality of the product complies with the Hungarian Standard applicable to the given product and provides an EC Certificate of Conformity or a Declaration of Performance for the product.

3. Purchase price, Shipping service and Payment terms

- 3.1. The price of the products at EXW or CPT shipping parity (hereinafter referred to as the 'purchase price') and the cost of carriage as an intermediated service (hereinafter referred to as "carriage service") shall be set out in the Annex to the Framework Agreement.
- 3.2. **Seller** will issue a collective invoice for the purchase price of the product and the cost of transport services at the time of the execution of the ad hoc order or twice a week thereafter.
- 3.3. In the event of payment default:

Seller may suspend further performance of the Case Agreement until the **Buyer's** payment obligations have been fully met, to make all outstanding obligations of the **Buyer** immediately due and payable, or to terminate the Framework Agreement with immediate effect.

Likewise, the **Seller** may refuse delivery or suspend further deliveries in the event of exhaustion of the **Buyer's** credit limit as determined by the **Seller** until the **Buyer's** debt is below the credit limit or the **Buyer** otherwise provides security.

In addition, the **Seller** may refuse or suspend delivery if it becomes aware, to its reasonable satisfaction, that the **Buyer** or its creditor has filed for bankruptcy protection, that the **Buyer** is subject to winding-up proceedings, or that the **Buyer's** financial situation or solvency has become uncertain, pending the provision of adequate security.

- 3.4. In the event of late payment, the **Buyer** shall pay to the **Seller** the default interest specified in Sec. 6:155(1) of Act V of 2013 on the Civil Code, and the recovery costs pursuant to Sec. 3(1) of Act IX of 2016 on the Collection flat-rate. The interest on default payment shall be based on the total amount overdue, irrespective of the title or titles to which it is or are due.



4. Performance, Shipping

4.1. Seller shall fulfil his obligation by delivering the goods to the **Buyer** or the **Buyer's** authorised agent (his representative, carrier or freight forwarder, or, if the **Buyer** so provides, his buyer) at the place of performance specified in the Agreement.

4.2. If the delivery takes place at the **Seller's** premises (EXW parity), the **Buyer** or his agent shall take delivery of the goods there and shall transport the goods in a suitable, completely empty, clean means of transport or have them transported by a carrier notified in advance to **the Seller**.

Pursuant to Ministry of Finance Decree 13/2020 (XII. 23.) on the operation of the Electronic Road Goods Control System, the **Seller/Loader** is in principle obliged to submit an EKAER declaration.

In the case of local acceptance (EXW parity), the **Buyer** or the **Buyer's** agent is responsible for the availability and the authenticity of the mandatory basic data required for the EKAER declaration, concerning the time and the exact address of unloading, and certifies this on the delivery note issued by the **Seller** by means of the following declaration:

The driver acknowledges that the **Sender** shall not be liable for any damage caused by the excess weight of the transport vehicle, for any administrative penalty or fine incurred as a result.

In compliance with the provisions of Sec. 2(1) c), (2) and (4), Sec. 3 c), Sec. 13 and Sec. 17-19 of Ministry of Finance Decree 13/2020 (XII. 23.), I declare, in full knowledge of my criminal liability, that I will unload the goods to the customer named on this delivery note at the address indicated on the delivery note.

Unloading date: Name:..... Address:
..... Zip:

If the above declaration is not certified by the **Buyer** or the **Buyer's** agent (representative, carrier, forwarding agent) on the delivery note or if the data are not true, any default or penalty resulting from the untrue content of the data shall be borne by the **Buyer**. In case of acceptance on site (EXW parity), if Duna-Dráva Cement Kft. **Buyer** purchases the product for resale, a chain of custody sale is deemed to have taken place for the purposes of EKAER, i.e. the **Seller** shall deliver the product only and exclusively in possession of a valid EKAER number requested by the **Buyer** and indicated on the delivery note. In the case of shipment **by the Buyer** (EXW parity), the **Buyer** must apply for an EKAER number in accordance with the legislation on the Electronic Goods Control System prior to ordering the goods, which he must indicate in the 'EKAER number' field of the online ordering interface or on the order form. In such cases, **Buyer** shall also be responsible for the closure of the EKAER number.

4.3. Buyer must order the Products to be delivered by him or by the **Seller** in a format accepted by **Seller** at least 2 working days before the scheduled delivery date, by 2:00 pm. **Seller** shall accept the ad hoc order in writing from the **Buyer** using one of the contact methods listed in Clause 3: Order of Annex 1 of the Framework Sale & Purchase Agreement concluded between **Parties**. An order placed by post, fax, e-mail or on the **Seller's** Internet ordering platform and complying with the provisions of the framework sales Agreement and the other provisions of the GTC shall be deemed to be a written order. **Buyer** shall communicate the destination in writing, specifying the address and the consignee, together with the case-by-case order. The **Seller** shall confirm the case-by-case order by telephone or in writing at the latest 24 hours before the requested delivery date, at the **Buyer's** request. If the delivery is not made at the **Seller's** premises, the **Seller** shall arrange for the provision of the means of transport and the carriage of the Products to the place specified in the Agreement in accordance with the terms and conditions laid down in the Agreement.

4.4. Buyer shall notify **Seller** of any other changes in his communications concerning the destination and the performance of the delivery in due time, but not later than 24 hours before the requested delivery. **Buyer** shall be liable for its notifications and timely



notification of any changes in the delivery performance and shall reimburse or bear any costs and other damages resulting from inaccurate or late notifications.

- 4.5. If the delivery does not take place at the **Seller's** premises, **Buyer** shall ensure that the technical equipment and personnel necessary for unloading are available at the place of destination, that the unloading of the transport vehicles can take place without waiting time or other obstacles, that the warehouse or silo where the unloading takes place is capable of operating or receiving the vehicles, and that an authorised person is ready to take the necessary measures for unloading and to confirm the completion of the unloading. **Buyer** must authorise the unloading of the goods on the delivery note before unloading the transport vehicle and, in the case of bulk goods, indicate the silo number. If, at the time of unloading, the waiting time of the vehicle exceeds 2 hours for reasons attributable to the **Buyer**, the **Seller** may claim reimbursement of the costs incurred for the downtime incurred, at the rate of HUF 14,000 + VAT for each hour started after the 2nd hour. **Seller** undertakes to deliver the bagged goods between 8:00 a.m. and 4:00 p.m. on working days.
- 4.6. If unloading is delayed for reasons attributable to **Seller**, **Buyer** may claim reimbursement of costs for any delay exceeding 3 hours, up to a maximum of HUF 20,000 + VAT per hour from the fourth hour of delay.
- 4.7. In the event of a demand for rail transport, the terms and conditions of the order shall be laid down in the Agreement. In the case of transport by rail, the bulk product shall be dispatched in special tank wagons. **Seller** may carry out the transport ordered and accepted as rail transport by road at additional cost.
- 4.8. Service on weekends and public holidays may be regulated separately by the factories in Vác and Beremend on a case-by-case basis. If the **Seller** incurs additional costs in this connection, he may pass them on to the **Buyer**.
- 4.9. **Buyer** or his agent shall accept the **Seller's** contractual performance and take-over the delivery of the products after checking the quantity and type of the goods. Quantitative acceptance shall be based on the **Seller's** certified weighbridge or, in the case of bagged goods, by counting the number of items. In the case of carriage on behalf of **Seller**, **Buyer** shall be entitled to have the quantity checked at his own expense on receipt of the goods. If the check weighing shows a discrepancy with the data measured on **Seller's** weighbridge and **Parties** cannot agree on which weighing result to accept, the data measured on a third certified weighbridge shall be taken as the reference. The costs of the check weighing (including incidental costs) shall be borne by **Buyer**, unless the difference in the net weight of the load exceeds 4 thousandths.
- 4.10. **Buyer** or his agent shall certify the **Seller's** contractual performance, the receipt of the goods and the date of receipt by signing and stamping the goods, or, failing this, by signing and stamping the name in capital letters and the personal identification number, date and time. It may also provide proof of receipt by means of a duly signed document (in the form of a company signature). It must also provide proof of refusal to accept the goods, stating the reason (justification).
- 4.11. At the request of **Buyer** or its agent, **Seller** shall produce the report of the verification of the bridge balance.

5. Transfer of title and Risk of damage

- 5.1. The risk of damage shall pass to the **Buyer** upon the **Seller's** contractual performance. If, following a case-by-case order, the goods are taken over at the **Seller's** premises, but the destination is not the **Seller's** premises and the **Buyer** arranges for their removal at his own expense, the risk of loss or damage shall pass



to the **Buyer** when the products are loaded on the means of transport provided by the **Buyer**.

- 5.2. Title to the goods shall pass from **Seller** to **Buyer** upon full payment of the purchase price and the cost of carriage, and the **Seller** shall retain title until full payment of the purchase price and the cost of carriage.

6. Complaints, Disputes

- 6.1. **Buyer** shall take-over the delivery of the products and the pallet used for packing them in the presence of the **Seller** or the carrier's representative, by weight, number of items or quality. The quality of the goods received shall be inspected immediately after receipt, and any comments or complaints shall be recorded on the waybill or the delivery note. He is not obliged to check the quality parameters of the goods as stated in the Declaration of Performance. **Buyer** shall notify Seller immediately in writing of any quality problem not detectable at the time of receipt, but not later than 15 days or, as a final deadline, within the shelf life of the goods.
- 6.2. **Buyer** shall provide the **Seller's** representative with a visual inspection in case of damage to the packaging of bagged products, and a sampling of the product in case of quality defects of any product in any packaging within 5 working days from the notification.
- 6.3. The **Buyer** may not claim from the **Seller** compensation for damages arising from the non-conforming receipt of the goods or which could have been claimed against the carrier engaged by the **Buyer**.
- 6.4. If **Seller** is required by the **Buyer** to deliver the Products directly to a third party, the inspection as per Clause 6.1 shall be conducted by such third party. **Buyer** shall inform the third party of these obligations.
- 6.5. **Seller** shall remedy any objection made and substantiated in accordance with Clause 6.1.

7. Non-disclosure

Contracting **Parties** hereby declare that they shall not disclose to third parties, disclose to the public or use for any purpose other than the performance of this Agreement any business secrets of which they have gained knowledge in any way in connection with the conclusion and performance of this Agreement in relation to the other party and its activities.

Contracting Parties stipulate that the obligation set out in this clause shall survive the termination or cancellation of the Agreement.

8. Data protection

In accordance with the General Data Protection Regulation of the European Union (GDPR), the **Seller** processes the personal data provided to it on the basis of Article 6.1.b) of the Regulation; the processing is necessary for the performance of a Agreement to which the data subject is a party, in this case the **Buyer**. **Buyer** may also provide the **Seller** with the data of the recipient(s) of the goods for the performance of the Agreement, but only the **Buyer** maintains a contractual relationship with them and therefore undertakes to inform the recipient(s) of the **Seller's** processing of the recipient(s)' data for the purpose of the delivery of the product(s) to the place of performance (recipient) ordered by **Buyer** in accordance with the Regulation and, in accordance with this, for the purpose of the Contractual performance. **Buyer** declares that it has read and accepted the *Privacy Notice available* on the www.duna-drava.hu/hu website and that it will ensure that its



subcontractors/employees are made aware of the above provisions. Duna-Dráva Cement Kft. shall not be liable for any failure to do so.

9. Data change

Contracting **Parties** undertake to notify each other in writing of any change in the data of the **Parties** registered in the Company Register, in particular in their registered office, representatives, tax number, bank account number or contact details, as soon as possible after the change.

10. Miscellaneous

10.1. Seller may store and process the data recorded in the Agreement and relating to the performance of the Agreement on the central server of its parent company for the purpose of recording the claims arising from the delivery of goods and services for accounting purposes, subject to the legal provisions on data security, with the consent of the **Buyer**.

10.2. Parties shall seek to settle any disputes arising between them primarily by amicable means, in the event of failure of which the rules of jurisdiction and competence of Act CXXX of 2016 on the Code of Civil Procedure shall apply accordingly.

10.3. Parties shall make their declarations concerning the Agreement in writing. A written statement shall be deemed to be a registered letter sent to the address of the other Party as specified in the Agreement or a written message (fax, e-mail) sent to the other Party's other contact details as specified in the Agreement.

10.4. Contracting **Parties** stipulate that the content of the Contractual relationship between them is determined exclusively by the sales Agreement and its written annexes. In matters not regulated, the Parties shall consider the provisions of Act V of 2013 on the Civil Code to be applicable, with the proviso that the **Parties** expressly and mutually reject the application of Sec. 6:63(5) of Act V of 2013.

Buyer has read and accepted these terms and conditions, which the **Seller** confirms by signing the Agreement, and the **Seller** declares that the above provisions do not contain any provisions that deviate from the law or from normal practice.

Date: Vác, 01.01.2024.