



HUNGRANA GENERAL TERMS AND CONDITIONS HUN-SZA

1. INTERPRETATION

1.1. In regards this document, the following words shall have the following meanings:

HUNGRANA General Terms and Conditions (hereinafter: T&C): The general contractual terms & conditions of Hungrana Kft. provided in this document.

Written form: Parties deem the e-mail communication between each other being written form.

Contract: Order accepted by Contractor, or individual Agreement arranged between Parties, which sets out Parties' agreements in addition or in lieu of the T&C.

Service: the investment (construction) work stated in the Contract, which is performed by Contractor to Principal (including the material supply related to the works).

Principal: Hungrana Kft., whose Head Office is: 2432 Szabadegyháza, Ipartelep 0351/26.

Order/Contract: The document sent by Principal, having ID No. (order or contract), where the T&C shall automatically constitute a part thereof.

Contractor: that natural person or legal entity, who/which accepts and/or performs the Order or Contract.

Scope of Contract: the Service specified by Principal in the Order or Contract, including the supply of materials related to the works.

2. APPLICATION FIELD OF THE GENERAL TERMS & CONDITIONS

2.1. Conditions other than those of provided in the T&C (eg. previous correspondence, arrangements and conditions set out in previous agreements) shall not constitute a part of the Contract, unless provided so by Parties in a separate agreement. Pursuant to the Civil Code, Section 6:63 (5), the usual business practices shall not constitute a part of the Contract.

2.2. Only written Orders are deemed orders made by Principal for the purpose to purchase Services stated in this document. Contractor shall confirm the Order/Contract in writing. Should Contractor start performing the duties set out in the Order/Contract without written confirmation, then it is deemed the acceptance of the Order and the Annexes thereof.

2.3. With respect to matters not regulated in the Contract, if applicable, the content of the Tender Notice and Documentation, the Protocol taken of the arrangement shall be taken into consideration as follows:

In the event of dispute regarding interpretation, or the contradiction of the Contract and the Annexes thereof, the documents shall be interpreted according to the following priority: (1) Individual Agreement (2) the numbered annexes of (1) (except T&C), (3) these T&C, (4) Tender Notices, (5) Documentation, (6) Protocol made of the arrangements.

3. AMENDMENT TO THE SERVICE STATED IN THE ORDER

3.1. Principal may change the features of the Service or the performance of the Contract anytime, and may make prior arrangements with Contractor in these regards.

3.2. Should any amendment is made on either Party's request, and therefore, the costs, or the time required to perform the Contract significantly increase or decrease, then Parties shall make arrangement regarding price

correction, as well as the date of delivery and performance, stipulating that the price may be increased, or the delivery or performance due date may be extended only upon Principal's prior written consent.

3.3. Contractor may make changes only upon prior arrangements with and confirmation by Principal in regards any issue.

4. QUALITY AND DEFECTS

4.1. Contractor hereby warrants, that the quality, material and workmanship of the Service is as good as available, and there is no failure in these regards, and they comply with the Contract from all aspects, and fits to the exact purposes specified in the Tender Notice, and complies with all relevant legal requirements. In addition to Principal's rights provided in the T&C, the provisions of laws and further warranties granted by Contractor to Principal shall also apply. The completion of the project shall be performed with appropriate profession and due care, in accordance with the best practices usual in the industry.

4.2. Contractor shall follow the food product hygienic, applicable healthcare regulations and the quality control systems to be used and confirmed by Principal. In addition, Contractor shall take all such necessary measures, that enable the monitoring of the Service, its components and certain parts.

4.3. Prior to the performance due date provided by Section 10, Principal may inspect and check the Service, Contractor's plant, the methods and processes used anytime. If Principal considers following such check or inspection, that the plant and/or process and/or methods do not comply or are expected not to comply with the contractual terms, then Principal shall notify Contractor in this regards. Contractor shall take all necessary steps to ensure the compliance of the above, and Principal may also claim for additional inspections and checks, and is also entitled to attend thereto.

4.4. In addition to the above inspection and check, Contractor shall be still liable for its Services, and the performance of the inspection or check shall not reduce or affect Contractor's contractual obligations, nor Principal's rights in any manner.



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5. WARRANTY

- 5.1. Seller shall provide warranty on the quality, fitness of the Service provided, as well as on the safety technology, hygienic, environmental, etc. requirements. The warranty period is 12 months – unless longer is required by the laws – starting from the date of installation.
- 5.2. In the event the Service provided needs to be repaired or replaced, the warranty period, in case of repair, shall be extended with the duration of such repair, or shall restart from the installation of the replaced Service.

6. INDEMNIFICATION

- 6.1. Contractor, in accordance with the Civil Code, Sec. 6:522, shall fully indemnify Principal for all of its losses, damages, loss of profit and expenses (including, but not limited to reasonable legal and other experts' fees and expenses) arising due or related to the activity of Contractor or its subcontractors, in particular:
- (a) negligent work, improper quality or materials, including defective manufacturing or hidden failures;
 - (b) provision of improper Service;
 - (c) if the requirements provided in the Order/Contract are not properly met;
 - (d) all claims of any nature against Principal, related to the liabilities, losses, costs or expenses arising regarding the activity of employees, agents or third parties (collectively: Losses), provided that they occurred due to the Service, Contractor's direct or indirect breach, negligent performance, non-performance or default.

7. REMEDIES

- 7.1. In addition to Principal's usual rights and remedies, if the Service is not performed in accordance with the conditions set out in the Order/Contract, or Contractor fails to fulfil such conditions, Principal – on its sole discretion – may use any of the following options (even multiple options), irrespective of whether Contractor performed the Service either in whole or in part:
- (a) withdraw from the Order/Contract, or terminate it;
 - (b) refuse the Service (in whole or in part);
 - (c) Upon Principal's choice, may choose to enable Contractor to fix the failure on its own costs, or take all measures required to comply with the Order/Contract;
 - (d) take all measures on Contractor's expense to make the Service comply with the Contract; and
 - (e) may claim for indemnification for the damages arising from Contractor's breach(es).

8. WARRANTY AND INDEMNIFICATION RELATED TO PATENTS

- 8.1. Contractor undertakes that the Service provided within the framework of the Contract, and the intended use of the Service do not infringe any proprietary or intellectual property rights, nor constitute any breach of industrial secrets, and Contractor is the sole owner of the intellectual property rights, or may dispose on them without the consent of any third person.
- 8.2. Contractor shall continuously ensure to hold Principal, its legal successors, assignees, clients, and the customers of products distributed by Principal harmless, and to indemnify them in such events, when any claim, lawsuit, loss or damage arise due to the intentional or negligent

infringement of proprietary or intellectual property rights related to the use of the Services, including reasonable attorney's costs, fees and due expenses.

- 8.3. Contractor grants licence to Principal for the exclusive and unrestricted use of intellectual properties. Principal's licence based on the Contract is unlimited in area, time, method and extent.
- 8.4. Contractor irrevocably consents to make Principal monitor and inspect the operation of methods, processes related to the intellectual properties, even without Contractor's separate consent.

9. INSURANCE

- 9.1. Contractor shall maintain complete liability insurance, including the insurance against events related to third parties or contractual liability (personal injury or material damage), as well as product liability insurance, where Principal shall be designated as insured, and the document certifying the insurance shall be presented on request.
- 9.2. Contractor shall maintain insurance to the amount of at least the subject value per insurance event.

10. PERFORMANCE

- 10.1. The delivery and performance shall be performed in accordance with the INCOTERMS and the latest clauses specified in the Order. Principal accepts performance only during business hours, unless otherwise provided by the Order/Contract, or otherwise reasonable by the nature of the transaction.
- 10.2. On Principal's site, the following protective wear & equipment are mandatory at a minimum: protective helmet, goggles, long-sleeve trousers, short-sleeve T-shirt, closed shoes.

In the absence of personal protective wear, Contractor's employees shall not perform any work on Principal's site or work-site.

- 10.3. Unless otherwise provided by Parties, Contractor shall provide the tools, equipment, consumables (repair consumables, welding consumables), protective tools required to provide the Service, and shall not charge any separate fee therefor.

11. DEFAULT/DEFECTIVE/NON-PERFORMANCE

Parties deem the task subject to the Contract indivisible in regards the penalty. Contract shall pay penalty, in case of:

- the Order/Contract is not performed, or such performance fails due to Contractor's actionable conduct
- default regarding the Order/Contract
- defective performance of the Order/Contract.

- 11.1. Principal is entitled to withdraw from the Order/Contract, if it is no longer interested in the performance due to Contractor's breach of contract. Principal's lawful withdrawal or termination shall not exempt Contractor from its penalty and indemnification liabilities. Principal may claim for the penalty even if no proven loss has arisen. Principal may claim for its damages exceeding the amount of penalty and exercise its other rights arising from the breach of contract.

- 11.2. The payment of penalty stipulated for the event of default or defective performance determined according to the schedule of the Order/Contract shall not exempt Contractor from the contractual performance. Contractor,



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for the event of its default or defective performance, shall undertake an additional performance due date.

11.3. Amount of penalty:

- In the event of default, the weekly amount of penalty is 3%, max.: 20%.
- In the event of defective performance, Principal may exercise its rights provided in the Civil Code, Sec. 6:174, stipulating that the amount of penalty shall not exceed 20%. In the event of Contractor's defective performance, Principal may choose to accept the service even in such defective form, provided that Contractor grants proportional discount from the service fee.
- If Parties set out an additional due date to fix the defects, and any defect is still present upon its expiry, then Principal may fix the defective service on its own costs, and may charge such expenses certified by invoices to Contractor in addition to the penalty.
- In the event of unfeasibility and non-performance: 20%.

11.4. The basis of penalty: the net purchase price of the Service (Service Fee), in case of partial acceptance, the net purchase price of the Services provided subject to default. Issue of partial invoice shall not constitute partial acceptance.

11.5. The penalty shall become due:

- in case of default, when such default ceases, or the penalty reaches the highest amount,
- in case of defective performance, if Principal chooses to accept the Service in its defective condition, on the date of such acceptance; if Parties set out an additional due date to fix the defects, and the failure is still present upon the expiry thereof, the date following the expiry of the addition due date.,
- in case of unfeasibility, from the date when Principal learnt it.

11.6. Principal may deduct the amount of penalty from the partial or final invoice. In the absence of open invoice, Principal invoices the amount of penalty separately charged in a letter, and Contractor shall settle it within 15 days from its reception.

11.7. In case the default within Contractor's control arises compared to the mutually set out schedule, and Contractor fails to cure it despite of Principal's written call, the performance shall be deemed failed due to Contractor's failure, and Principal – without the obligation to prove its lapse of interest – may withdraw from or terminate the Contract.

Principal may claim for its damages exceeding the amount of penalty undertaken in the Contract, against Contractor. It is concurrently entitled to withdraw the Contract and arrange a hedge transaction, and claim for its extra costs arisen from Contractor. In the event of the failure of performance, the performance warranty and cancellation penalty may be collectively claimed from Contractor.

12. TRANSFER OF TITLE AND RISK

12.1. Contractor, for the purpose of the successful technical acceptance of the Service and the installation, shall hand-over the documents required for the acceptance procedure to Principal's on-site Representative upon the

performance, or prior to the technical acceptance procedure.

12.2. To certify the performance and/or the acceptance Principal is entitled to send electronic Acceptance Protocol via e-mail to the Contractor, or the Acceptance Protocol form attached to Principal's General Terms and Conditions as Annex 1 may be used.

12.3. Principal is entitled to set out deadlines to cure the defects in the Acceptance Protocol. Principal is also entitled to make deductions from the contractual fee in regards the defects, deficiencies and certified omissions.

12.4. Signing of any delivery or performance document by Principal or its Representative shall not constitute waiver from any objection against the Service.

12.5. Should Principal pay in instalments, then the title shall transfer to Principal without the restriction of title related to the relevant instalment. The date of transfer of title shall be the date of issue of the Acceptance Protocol related to the subject work part at all times.

13. PROVISIONS REGARDING PACKAGING

13.1. The goods used to perform the Contract, shall be properly prepared, labelled, then packaged and marked in accordance with the conditions provided in the Order/Contract, and further, Contractor shall ensure its security and protection to deliver it in good condition to the place of performance provided in the Contract.

13.2. All hazardous substances/products/equipment shall be packaged separately from the non-hazardous goods. Contractor shall mark with the International Hazard Signs and state each component of the hazardous substances.

13.3. If the product/substance/equipment required to provide the Service is delivered in wrapping, then Contractor shall ensure the delivery of the wrapping. The relevant legal requirements in force shall be met at all times, including the marking methods (ADR), and they shall be equipped with the safety datasheet of the delivered substance.

14. OBSERVING THE LAWS AND OTHER REGULATIONS

14.1. The Service to be performed shall comply with the applicable laws and regulations at all times, as well as the necessary licences.

Contractor hereby warrants, that it fully observes all administrative and legal provisions, and the costs related to the compliance have been settled within the offer price. In addition, Contract, in accordance with the Civil Code, Section 6:550, hereby warrants, that it observes all regulations, standards, technical regulations, laws, etc., in particular those of related to environmental protection, marking of goods, product liability, quality and health & safety. The damages and costs, arising from non-compliance with these regulations shall be fully borne by Contractor.

14.2. The compliance with the regulations, standards in force in Hungary shall be duly documented by Contractor in a manner necessary for the products, product groups used for the provision of Services. The compliance shall be certified by manufacturer or distributor using the supplier's certificate of compliance, which shall be handed-over upon the performance of the Contract.



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15. PRICE

- 15.1. Contractor undertakes to provide the Service in accordance with the provisions of the Contract, for the contractual fee and upon the performance due date.
- 15.2. Principal does not accept any price change or additional cost compared to those of set out in the Order/Contract.

16. PAYMENT

- 16.1. Any payment/transfer is made by reserving Principal's all such rights, which are related to Contractor's defective performance (including, without limitation, the hidden defects of the Service unknown by Principal), or other breach of contract.
- 16.2. Irrespective of the otherwise available rights and remedies, Principal reserves the right to settle any debt due to Contractor into any amount unpaid by Contractor to Principal.
- 16.3. The schedule of invoicing shall be set out in the Contract. Should Parties fail to make arrangement regarding the schedule of invoicing (technical content, fee, date), then Principal automatically deems and receives as one invoice (final invoice).
- 16.4. On the final invoice, Contractor shall designate the expiry date of the performance warranty, as well as the method of providing such warranty. Should Contractor provide the warranty in the form of bank guarantee, then such receipt shall be sent concurrently with the invoice, otherwise Principal may retain the amount of the performance warranty from the invoice, which can not be redeemed until its expiry.
- 16.5. The invoice shall include Principal's Order/Contract number and the payment due date at all times.
- 16.6. Principal, as Constructor hereby declares, that it has the financial coverage of the construction activity in whole.

17. PRINCIPAL'S TITLE

- 17.1. In all cases when particular materials, equipment, tools, colours, designs, proprietary and other intellectual property rights provided by Principal to Contractor are Principal's exclusive property ('Principal's Title'), or which are related to the drawings, specifications and data used for the provision of the Service, Contractor shall retain them on its own liability and keep them in a good condition until returning them to Principal, and may dispose or use them only in accordance with Principal's written instructions. Such equipment or information may be used solely for the purposes set out in the Contract.

18. CONFIDENTIALITY CLAUSE

- 18.1. Contracting Parties set forth, that all data, facts learnt regarding the other Party or the activity thereof in any manner, including, but not limited to the existence and content of the Contract, are deemed trade secret (in particular pursuant to Act LIV of 2018), and shall not be disclosed or made available to third parties.
- 18.2. The confidentiality clause shall not cover the following information:
 - those that are already in public domain, or become public in the future due to a cause beyond the Party obtaining such information, or
 - which are proven to have been known by the Party obtaining such information right before the effective date of this Contract, or

- whose disclosure or issue are mandatory by the laws, stock exchange policies or administrative order, to the required extent and group.

- 18.3. Contractor shall not take photo, video or audio recording without Principal's prior written consent on Principal's tools, equipment and assets.
- 18.4. Contractor shall keep all information on such technical or commercial know-how, specification, invention, process or initiative, which are of confidential nature, or which have been disclosed by Principal or its agent to Contractor, or all such confidential information, which are related to Principal's business activities or products, and further, Contractor shall restrict the disclosure of such confidential information for its own employees, agents and subcontractors to the extent absolutely necessary for enabling Contractor fulfil its obligations against Principal, and Contractor shall also make sure that these employees, agents or subcontractors observe this confidentiality clause as Contractor itself.
- 18.5. Contractor shall not use Principal's trademarks or company name in any advertisement or promotional material, unless in the event of Principal's prior written consent. Principal may revoke its consent anytime without cause in writing.

19. TERMINATION

- 19.1. Principal may terminate the Order/Contract anytime for any reason, if it notifies Contractor in writing and provides a 60-day-notice unless otherwise agreed between Parties. In the event stated herein, Parties shall make settlement with each other in regards the certified expenses arising until the date of the termination of the Order/Contract.
- 19.2. Principal may terminate the Order/Contract without notice, upon notifying Contractor regarding its such intention in the following cases:
 - (a) if Contractor breaches any of its obligations set out in the Order/Contract or the T&C materially, or repeatedly despite of notice;
 - (b) Contractor has initiated a bankruptcy proceeding against itself, or initiated a settlement attempt with its creditors, or is willing to use such opportunities available for insolvent debtors provided by the laws, calls the creditors' meeting, liquidation proceeding is launched against it (except the case of reorganization or final accounting for merge purposes), the court appoints a bankruptcy Liquidator and/or Asset Manager, or any proceeding is launched in regard insolvency or Contractor's potential insolvency;
 - (c) if Contractor terminates, proposes to terminate its business activity; or
 - (d) Contractor's financial condition is deteriorated in such extent, that it is ambiguous in Principal's reasonable consideration, whether Contractor will be able to fulfil its obligations set out in the Contract.
- 19.3. The termination of the Contract – for any reason – shall not affect Principal's rights arising prior to such termination. The provisions of Sections 1, 6, 17 and 19 shall remain enforceable irrespective of such termination.



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20. ASSIGNMENT AND USE OF SUBCONTRACTORS

- 20.1. Contractor shall not transfer any right or obligation arising from the Order/Contract neither in part nor in whole, nor assign the, unless Principal's prior written consent.
- 20.2. Contractor may use subcontractor to perform the Contract, however, it shall not subcontract the performance in whole. Contractor may use subcontractors inly upon Principal's prior written consent, if the use of subcontractors exceeds the 10% of the contractual fee. Principal shall pre-qualifies Subcontractor upon professional aspects, if Subcontractor performs work regarding the performance (eg. installation, assembly). Principal shall issue a certificate on the successful pre-qualification, Subcontractor shall not perform any work in the absence of it. Contractor shall initiate the pre-qualification , which refers to the particular work, and it is Principal's sole discretion to define its aspects and to conduct it. If Contractor's Subcontractor fails during such pre-qualification, it shall not affect the contractual due dates, no amendment to due dates may be initiated, and no expense may be charged to Principal referring to this circumstance. Contractor shall be liable for the lawfully used subcontractors as it would have performed on its own; in the event of unauthorized use of the Subcontractor, it shall be liable for all damages that would not have occurred without the use of that subcontractor.
- 20.3. Contract hereby acknowledges, that if Contractor, in the course of the performance of the Order/Contract, employs such a subcontractor on the worksite, which it failed to report to Principal in advance, or does not have pre-qualification certificate for the particular work, then Principal deems Subcontractor's presence unauthorized, and may ban it from the worksite.
- 20.4. Contractor undertakes to completely return the entry cards and licences issued to it (or to subcontractors) upon the final settlement related to the Contract, to Principal.
- 20.5. In the event of using Subcontractor, Principal, in writing, by designating the cause (which may be the material or repeated breach of the contractual terms), may request Contractor to use another subcontractor or an own employee instead of the Subcontractor used. Contractor shall not refuse such request, and shall make sure to involve a new Subcontractor, or to perform on its own, within the number of days provided by Principal.
- 20.6. Contractor shall make sure to pay the subcontractors' fee due to Subcontractors used to perform the Contract, and to hold Principal harmless against any subcontractor's claims for fees or expenses.
- 20.7. Contractor shall not arrange such an agreement with its subcontractors, which would prevent or restrict Principal's acquisition of title on the property or otherwise.

21. FORCE MAJEURE

- 21.1. Parties do not commit breach of contract, if the fulfilment of their obligations is prevented by a force majeure event. All such extraordinary event arising following the arrangement of the agreement are deemed force majeure event, which Parties were unable to control, expect, or which are beyond Parties' control (eg. war, national strike, terror attack, act of God, etc.). These events do not depend on Parties' will, and directly restrict the particular Party in fulfilling its respective contractual obligations.

- 21.2. Both Parties reserve the right to deviate from the performance or payment due date, terminate the Order/Contract or reduce the amount of the Service ordered, if it can not, or only in default, fulfil its business obligations due to a force majeure event, provided that it promptly notifies the other Party in writing on such force majeure event.

- 21.3. If either Party is unable to fulfil its obligations for at least 60 consecutive days, the other Party may terminate the Order/Contract without notice, provided that it notifies the other Party in writing on that there is such a hindrance, and in such events, neither Party shall be liable to the other, unless in regards such rights and obligations, which shall survive the termination.

22. CONTRACTOR'S OBLIGATIONS

- 22.1. Contractor, in the course of performing the Contract, shall employ such qualified and expertized workforce having the required authorization, which is required to fulfil Contractor's contractual obligations in an appropriate and timely manner.
- 22.2. Principal shall ensure the infrastructural environment and information required to perform the Contract, where Contract shall report its claim timely in advance. Contractor shall be liable for consequences due to the failure of such report.
- 22.3. In the event of Principal's unreasonable or unprofessional order, Contractor shall promptly raise Principal's attention in this regards. Contractor shall be liable for consequences due to such default notification.
- 22.4. Contractor hereby warrants, that its employee or contributor personally acting on Principal's Head Office or site has no criminal records, nor subject to any criminal proceeding. Contractor acknowledges, that Principal is entitled to check these provisions.
- 22.5. In the event Principal provides the product/material/equipment required to perform the Contract in part or in whole, Contractor shall be liable for the product/material/equipment received following their hand-over (risk of damages, and disposal of waste – in particular hazardous waste – in a legitimate, certified manner).
Any damage, fine, expense arising from the inappropriate management of hazardous waste, or the non-compliance with the relevant regulations, shall be solely borne by Contractor.
Contractor may make qualitative or quantitative objections regarding the product/material/equipment received from Principal upon their hand-over. Contractor shall not submit any such objection or claim against Principal following the hand-over.
- 22.6. If Contractor also provides waste disposal services to Principal, it shall have valid administrative permit required for the particular activity at all times, and may transfer the waste exclusively to waste managers having valid licence to the specific waste. Contractor shall be liable for the financial and legal consequences arising from the absence of the required permits or non-compliant waste management.
- 22.7. Contractor shall fix, repair the damages (theft, etc.) arising in the work parts completed until the date of the technical acceptance, and shall not claim for any indemnification against Principal.



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- 22.8. During the progress in the work, Contractor shall, from time to time, clean up and remove the excess material and waste from the worksite. Upon the completion of works, Contractor shall remove all of its work tools. The whole worksite and every workplace shall be left in a clean condition and in good order.
- 22.9. Contractor shall provide warranty and implied warranty in regards the products/materials/equipment supplied by it, used for the provision of the Service, that they are free from any third-party claim or right, including, without limitation any patent or other right related to intellectual property rights
- 22.10. Contractor shall start the repair within 3 days from the failure report at all times, in case of failure substantially risking the function, promptly, or, if such failure can not be fixed by repair, then start the replacement and notify Principal on the measures taken. Should Contractor fail to fulfil its above obligation, Principal may make the failure fixed on Contractor's expense, or withdraw from the Contract. Principal may claim for indemnification regarding its damages arising from Principal's default performance.
- 23. HEALTH & SAFETY**
- 23.1. Contractor may start the work on Principal's site, worksite only if the conditions of safe & healthy work are ensured regarding all aspects (personal, material, environmental factors), and Contractor acknowledges, that it shall not perform such activity, which would risk the work, health, safety of Principal's employees, or the employees of other contractors working on the site, worksite, or the safe conditions of equipment, tools and devices present on-site.
- 23.2. Contractor may handle materials, product only with the equipment suitable for the product's properties, in the designated place and manner, observing the dimension and weight limitations.
- 23.3. Contractor may keep and operate only such work-tools on Principal's site, worksite, which have general certificate of compliance, and where the health & safety installation proceeding are conducted, installation are ordered in writing, and periodic health & safety inspections are performed.
- 23.4. Contractor hereby acknowledges, that it shall not issue any claim for investigation, indemnification, transfer of liability against Principal in regards the potential work accident of its own employee on Principal's site, worksite.
- 23.5. Contractor shall acknowledge/accept and fully comply with Principal's Notification attached to each Order/Contract, which, among others, includes the code of conduct valid on Principal's site, and emergency duties.
- 24. MISCELLANEOUS**
- 24.1. Should any provision of the Order/Contract become ineffective, invalid or subject to objection in part or in whole, then in regards such ineffectiveness, invalidity or reasonability, they shall be managed separately from the other provisions, and the remaining provisions shall be still valid and effective.
- 24.2. If any provision of the Order/Contract is not, or only late or partially enforced, it shall not be deemed as either Party's waiver from the exercise of such rights.
- 24.3. Upon the provision of the Service, or in case of partial performance, both Parties shall sign the Acceptance Protocol and acknowledge the content thereof. Parties shall ensure, that such representative signs the Acceptance Protocol, who is authorized to it.
- 24.4. Should Principal waive from exercising the rights arising regarding Contractor's breach of contract or failures related to the Order/Contract, it shall not be deemed as a waiver from rights related to potential future breaches or failures, and it shall not affect the remaining provisions in any manner.
- 24.5. On these T&C, the Hungarian laws shall apply, and Parties, depending on the litigation value, appoint the exclusive jurisdiction of the Székesfehérvár Local Court or the Székesfehérvár Superior Court.
- 24.6. Any change in Parties' details recorded in the company registry, in particular head office, representatives, bank account number, nor contact details of bodies or contact persons acting in the course of the conclusion and performance of the contract shall not be deemed as amendment to the Contract. The subject Party shall notify the other Party, depending on the actual case's circumstances, in advance in writing, or within 10 days from the occurrence (registry) of such change.

Valid as of: 23rd November 2020