General Terms and Conditions of Purchase
(hereinafter referred to as GTC)
of
PIPELIFE HUNGÁRIA Kft.
(hereinafter referred to as Customer)
closed on: 15.05.2023

1. General Provisions

The Customer shall purchase goods and use services (the goods purchased and the services used hereinafter collectively referred to as **Object of the Contract**) in accordance with this GTC only, unless explicitly otherwise provided in the contract related to the Object of Contract (hereinafter referred to as **Supply Contract**). Any conditions contrary to or different from the GTC or any other restrictions may be stipulated in the Supply Contract subject to explicit written consent of the Customer only. The general terms and conditions of the other Party entering into contract with the Customer (hereinafter referred to as **Supplier**) shall not become a part of the Supply Contract, unless otherwise provided in the Supply Contract. The Customer shall consider the provisions of this paragraph to be essential in connection with the conclusion of its contracts.

2. Request for Quotation, Placing Orders, Conclusion of Contract

(1) In the case that
- a written form of the Supply Contract is required by law;
- the Supply Contract shall be regarded as a framework contract; or
- the Supply Contract shall be regarded as a service contract,

the Supply Contract shall be concluded provided that it is signed by the authorised signatories (or representatives duly authorised in writing) of the Parties. If the Supply Contract is not signed by both Parties at the same time, the Supply Contract shall be concluded on the date of the later of the Parties' signatures.

A contract shall be regarded as a framework contract if the Object of the Contract is purchasing goods or using services (e.g. supply of base materials) of the same Supplier regularly in the long term.

A contract shall be regarded as a service contract if the Object of the Contract is the performance of work (e.g. refurbishment, construction/installation work on the spot) in an area owned or used by the Customer.

(2) Certain Supply Contracts may be concluded by e-mail message as well. In this case, the Supply Contracts may consist of several separate documents (e.g. quotation, order, acknowledgement, etc.). Where the data under this paragraph are set out in several documents or messages, the Supply Contract shall be concluded on the date of the latest such document or message. If the Customer accepts the Supplier's offer with different content on a fundamental issue, this shall be considered to be the Customer's (new) offer. If the Customer is deemed to be the offeror pursuant to Sections 6:65 to 6:68 of Act V of 2013 on the Civil Code (hereinafter referred to as the **Civil Code**) and the Supplier does not object to its offer (order) in writing within 7 working days, the offer shall be deemed to be accepted by the Supplier and the Supply Contract shall be concluded with content corresponding with that of the Customer's offer (order). The above-mentioned rules shall apply to the amendment of Supply Contracts. Supply Contracts may not be concluded in any way other than those specified in paragraphs (1) and (2) (e.g. oral agreement, implicit conduct, etc.).

(3) No Supply Contract shall be concluded if the amount of consideration is not clearly defined.

(4) Under the Supply Contract the Parties shall not be bound by any usage which they have agreed on in prior business dealings and by any practice they have established between themselves. Furthermore, under the Supply Contract the parties shall be bound by a usage which would be considered generally applicable and widely known in the given sector by parties to similar contracts [exclusion of Section 6:63(5) of the Civil Code].

(5) The Supplier's quotation shall correspond with the requirements, descriptions and/or specifications provided by the Customer and will expressly identify in writing any non-conformity (if any) with such requirements, descriptions and/or specifications. The Customer shall not pay consideration for an order.

(6) The Customer's request for quotation shall not be regarded as an offer. The Customer hereby excludes binding periods in connection with any supply. The Customer shall be bound by any binding period only in case the Customer sends an order regarded as an order provided in writing in accordance with the rules of paragraphs (1) and (2) and determines the binding period in terms of dates. The Object of the Contract shall be determined in the order. The Customer may amend the order at any time by giving notice by e-mail message to that effect to the Supplier prior to the performance of the Supply Contract. The amendment of the order shall be acknowledged by the Supplier in writing within 7 days from the date of receipt of the relevant notification. If the Supplier does not object in writing to the amendment to the order within 7 days, the Supplier will be deemed to have accepted the amendment and the Supply Contract will be amended to correspond with the content of the amended order.

(7) The Customer may conclude a preliminary contract if the same is titled 'preliminary contract' and signed according to paragraph (1) above.

(8) In case of a framework contract, the specific Supply Contract shall regulate the formal requirements of orders and the acceptance of orders.

(9) The Customer regards the above provisions as important with respect to conclusion of contracts by the Customer.

3. Requirements for the Object of the Contract

(1) The requirements for the Object of the Contract shall be regulated, in particular, by the general provisions of the Civil Code on the performance of contracts (Sections 6:123; 6:124; 6:125; 6:126; 6:128; 6:129). Moreover, the Supplier shall ensure that the Object of the Contract is formulated, designed, constructed, finished, labelled and packaged in a manner that is safe and without any risk to health.

(2) The declaration of conformity required by law, including EU legislation, and, in case of a Supplier outside the EU, the documentation supporting the conformity of the Object of the Contract shall be delivered to the Customer not later than the Object of the Contract.

(3) In order to ensure full delivery of the Object of the Contract (hereinafter referred to as **Delivery**), the Supplier shall provide all components (parts) and services that are necessary for the Object of the Contract to be used properly and to the purpose of the Customer, even in case they are not explicitly indicated in the Supply Contract.

(4) The Customer shall have the right to inspect and test the Object of the Contract at any time prior to Delivery. The Supplier will permit the Customer, its officers, employees, agents, sub-contractors and/or other contributors to enter upon the Supplier's premises, and will provide permission for such persons to enter upon any relevant third party premises, to carry out such inspection and testing and will provide the Customer with all facilities and documents reasonably required.

(5) If, following inspection or testing under paragraph (4) the Customer gives written notice to the Supplier that it considers that the Object of the Contract will not comply with paragraph (1), the Supplier will at its own cost take all measures necessary to ensure compliance. Any breach of this obligation by the Supplier will be deemed to be a material breach entitling the Customer to terminate the Supply Contract.

(6) The inspections and tests under paragraph (4) shall not exempt the Supplier from its liability under the Supply Contract or reduce the Supplier's obligations arising from the Supply Contract.

(7) If an inspection of the Object of the Contract is proposed, the related costs shall be borne by the Supplier. The Supplier shall notify the Customer of readiness for testing in writing at least one week in advance and the parties will agree a test date. If the Object of the Contract is not presented at that test date, the Customer's costs related to the test will be borne by the Supplier. If repeated or additional tests are necessary because of identified defects, the Supplier bears all related costs.

(8) If assembly or installation, maintenance work, inspection, repair, and/or other works are carried out at the Customer's premises in respect of the Object of the Contract, the Supplier shall comply with and will procure that its officers, employees, agents, subcontractors and other contributors should also comply with all health and safety requirements and policies and the Customer's related instructions.

(9) The Supplier shall implement and observe quality control and quality assurance standards in respect of the Object of the Contract in accordance with the Customer's requirements, the applicable Hungarian and European standards and the applicable legislative requirements.

(10) The Customer shall not be obliged to inspect and/or test the Object of the Contract on Delivery.

4. Special Provisions on Hardware and Software Services

(1) The Supplier shall guarantee that the Customer shall be entitled to the unrestricted use of hardware and software delivered, except for restrictions provided for by law or accepted by the Customer in writing. Delivery shall, in all cases, include an accessible and complete documentation in the language of the country of the place of delivery and/or in German, English and/or other languages at the Customer's request.

(2) The Supplier shall grant to the Customer, free of any additional charge, a licence to use and exploit the supplied software in perpetuity all over the world; such licence shall be transferable to third parties in whole or in part, for a fee or free of charge. The licence shall include without limitation the use, duplication, sale, distribution and updating of the supplied software, its use during a presentation, its publication in any other manner and the creation of any derivative work based on the software; the Customer shall also be entitled to licence the software to third parties, in particular to entities belonging to the Customer's group of companies. The Supplier will provide maintenance services for any hardware and/or software supplied under the Supply Contract and for spare parts for a period of 3 years from the time of Delivery and will regularly inform the Customer of the most recent hardware and software released.

(3) The Supplier shall not use the supply software and hardware in any manner unless with prior written consent by the Customer, including in particular their use, duplication, sale, distribution and conversion, their use during a presentation, their publication in any other manner and/or the creation of any derivative work based on them.

(4) The Supplier shall guarantee that no third parties hold any right over the supplied software and/or hardware which might hinder, restrict or prevent the Customer's licence or any part of it.

5. Terms and Conditions of Supply, Pricing and Delivery

(1) The Supplier shall not deliver in parts unless with the Customer's prior written consent communicated at least by e-mail. If the Customer has consented to partial delivery, the Supplier shall invoice the price of each instalment separately, whereas the Customer may, at its sole discretion, exercise its rights (whether under the GTC or otherwise) in respect of the relevant instalment or the Supply Contract as a whole.

(2) If transport conditions are stipulated in the Supply Contract, such conditions shall be interpreted in accordance with INCOTERMS 2020. If Delivery is not taking place at the Customer's registered office, branch office or premises, the Supplier shall send prior notice of Delivery to the e-mail address of the Customer specified in the Supply Contract (in the order) and the e-mail address from which the order was sent.

(3) Unless the Supply Contract otherwise provides, the price of the Object of the Contract shall include all costs and expenses incurred by the Supplier, including all packaging, transportation, insurance, delivery and unloading costs (DDP terms).

(4) The Supplier shall deliver the Object of the Contract on DDP terms (INCOTERMS 2020) on the day and to the delivery address specified in the Supply Contract. The Customer may specify different parity terms, including in particular EXW, in the Supply Contract.

(5) The Supplier shall package, mark and dispatch dangerous goods at its own expense in accordance with the national and international requirements. If import or export permits or other official permits or approvals or consents of third parties are required for the Delivery, the same shall be obtained by the Supplier.

(6) The Supplier shall be responsible for fulfilling the conditions of Delivery according to Section 6:148 of the Civil Code, including its sub-contractors, carriers and other contributors as well. The Supplier shall, at its own expense and risk, store all consignments that could not be accepted because of neglecting such requirements.

(7) Risk in and ownership of the Object of the Contract shall pass to the Customer on Delivery, free from any security interests of third parties.

(8) The Supplier shall

a) pack, mark and dispatch the Object of the Contract in accordance with Customer's instructions and the applicable legislation, in a manner to ensure that the Object of the Contract should reach the Place of Delivery in an undamaged condition;

b) on or before Delivery, provide the Customer with a written list (including the name and description) of any harmful or potentially harmful properties or ingredients in the Object of the Contract supplied and information concerning any changes in such properties or ingredients;

c) on or before Delivery, supply the Customer with all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Object of the Contract; and

d) if the Supplier requires the Customer to return any packaging material for the Object of the Contract, that fact shall be clearly stated on the delivery note and any such packaging material will only be returned at the Supplier's own cost.

(9) The Supplier shall be responsible for compliance with the terms of delivery by his contributors (e.g. sub-contractors), including carriers commissioned by the Supplier and/or its sub-contractors. All shipments which cannot be accepted shall be stored at the cost and risk of the Supplier. The Customer shall be entitled to ascertain the contents and the condition of such shipments.

(10) In the event specified under Section 2(2), if, during the period between the date of order and the date of Delivery, the Supplier should reduce the price of the Object of the Contract, the price applicable at the date of Delivery shall apply to the order and the Supplier shall reduce the amount invoiced to the Customer accordingly.

(11) Price increases will only be accepted if the Customer has agreed to such price increase in writing before receipt of the Supplier's invoice.

(12) If the quantity delivered by the Supplier is lower or higher than as specified in the Supply Contract, the Customer may choose to reject the Object of the Contract supplied or return the excess quantity and the rejected Object to the Supplier at the Supplier's sole risk and expense. If the Customer has chosen to accept a quantity of the Object of the Contract that is higher or lower than as specified in the Supply Contract, the Parties shall modify the amount invoiced by the Supplier in accordance with the actually supplied quantity.

(13) In the course of Delivery, the Supplier shall:

a) use the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would be adopted by a leading professional provider of the Services;

b) use appropriately qualified, trained and experienced personnel;

c) fulfil all requirements specified in the order or the Supply Contract as well as any technical specifications set out for the Object of the Contract;

d) ensure that it conducts itself in a safe manner which is free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner;

e) fully co-operate with the Customer's agents, representatives and other partners (e.g. subcontractors);

f) obtain and maintain all licences, permissions and consents required for Delivery; and

g) comply with all applicable laws, Hungarian and European standards, health and safety and security policies that apply to the Customer's sites and all lawful and reasonable instructions by the Customer.

6. Delivery Notes, Invoices, Certificate of Origin

(1) A delivery note shall be attached to each delivery. The delivery note shall include the order ID (order number), the date of order, the name and quantity of the Object of the Contract, the code of the Object of the Contract (if any), any special storage instructions and, where delivery by instalments is permitted, the quantity of the Object of the Contract remaining to be delivered. In case of carriage by sea, the delivery note and other shipping documents as well as invoices shall state the name of the shipping company and of the vessel.
(2) Invoices shall be sent to the following addresses: for electronic invoices: PIP_HU_EINVOICE@pipelife.com; for paper invoices, H-4031 Debrecen, Kishegyesi út 263., Hungary. The Customer shall be entitled to reject invoices on which no order reference number is indicated.
(3) The language and layout of the invoices, the invoice items and the prices shall comply with the Supply Contract and the applicable laws. Any additional deliveries or non-deliveries shall be listed separately on the invoice.
(4) All invoices shall contain the order ID (order number), the quantity unit, quantity and, in case of delivery from outside Hungary, customs tariff number related to the Object of the Contract as well as the tax number of the Customer and the Supplier (and their Community tax numbers in case of delivery within the EU).
(5) In case an invoice does not comply with paragraphs (2) and (4), the Customer shall be entitled to request for re-sending a proper invoice. The proper invoice shall not become due until its receipt.
(6) Upon Customer's request, the Supplier shall be obliged to send a certificate of preferential origin in relation to matter of the. Deliveries from non-EU countries shall be in compliance with preferential origin rules as provided in the relevant EU preference agreement.
(7) The Supplier shall enclose with the Object of the Contract all documents, instructions, drawings and other documentation necessary for use, installation, application of the Object of the Contract in accordance with its purpose which the Customer requires for use, setting-up, assembly, processing, storage, operation, maintenance, inspection and repair of the Object of the Contract, without request and completely. In addition, the Supplier shall immediately advise the Customer of the name of the relevant manufacturer, importer or upstream supplier of the Object of the Contract upon request.
(8) The Supplier shall at its own cost deliver lists of spare parts in the local language of the place of Delivery and at the Customer's request provide additional lists of spare parts in the German and English language not later than the time of Delivery.
(9) The Supplier shall invoice the price of the Object of the Contract to the Customer following the Delivery and once it has made available the documentation under paragraphs (6) to (8).

7. Term of Delivery; Delays

(1) The term of delivery shall be stipulated in the Supply Contract (hereinafter referred to as Term of Delivery). The Supplier shall deliver the Object of the Contract by the Term of Delivery. The Term of Delivery determined and/or accepted by the Customer means that the Object of the Contract shall be available for the Customer at the Place of Delivery during normal local office hours by the Term of Delivery.
(2) If the Supplier considers that it will not be able to fulfil the delivery by the Term of Delivery, it shall immediately notify the Customer thereof, indicating the reasons and the expected period of the delay. Premature non-performance shall be regulated by Section 6:151 of the Civil Code.
(3) Unless otherwise provided for by the Supply Contract, in case the Supplier fails to meet the Term of Delivery, it shall pay the Customer penalty regardless of culpability. The amount of penalty shall be 0.5% of the contractual value, but not more than 10% of the value of the Object of the Contract, due for each day begun during the period of delay. The Supplier declares that the amount of penalty is not excessive. In addition, the Customer shall be entitled to exercise the rights related to breach of contract under the Civil Code (including without limitation Section 6:137–6:140). In addition to the penalty, the Customer shall also be entitled to demand payment for damages not covered by the contractual penalty [6:187 (3)].
(4) The Customer shall be entitled to refuse advance delivery. In case of acceptance of advance delivery, the Customer shall reserve the right to invoice for any additional costs arising thereof (e.g. warehousing costs) to the Supplier.

8. Payment; Exclusion of Assignment

(1) The payment of an invoice shall not be regarded as acknowledgement of regularity of Delivery and shall not be interpreted as a waiver of any rights of the Customer (including without limitation the right to recover overpayments and sums wrongly paid from the Supplier); furthermore, it shall not be regarded as acceptance of the prices and conditions and it shall not affect the Supplier's obligations related to guarantee and other obligations arising from defective performance.
(2) The date of payment is determined in the order or the Supply Contract; however, such date shall not be earlier than the date of Delivery or of the receipt of the invoice or of the proper fulfilment of the conditions under Section 6(6) to (8). In case of complaints or if the Client disputes any part of an amount invoiced by the Supplier, the payment period shall commence only after complete settlement of the same. Unless otherwise agreed, the payment period must equal 30 days after the end of the month of the date of the invoice.
(3) In case of its default of payment, the Customer shall pay the daily proportionate part of default interest calculated from the due date, subject to a limit of a rate of 5 % per annum.
(4) The assignment of the claim contained in the invoice shall be subject to prior written consent of the Customer.

9. Warranty

(1) The Supplier's warranty and defective performance shall be governed in particular by the provisions of Sections 6:157, 6:159-6:167 and 6:175-6:178 of the Civil Code, with the exception that the Customer's claims for material defects shall expire after two (2) years from the date of Delivery in accordance with the Contract.
(2) Where a customer of the Customer raises a warranty claim vis-à-vis the Customer, the Customer may assert a warranty claim against the Supplier even after the expiration of its claims for material defects vis-à-vis the Supplier, within 6 months of the settlement of a (customer) warranty claim against the Customer.
(3) During the period of warranty for material defects, the Customer may retain, free of interest, 10% of the total price in order to fulfil warranty claims.

10. Liability for Damages Caused by Breach of Contract; Product Liability

(1) In case the Object of the Contract is assembly, maintenance, checking, preservation, etc., in any factory of the Customer's group of companies, the safety policies related to the third-party companies performing assignments in those factories, determined by the Customer for such locations, shall be applicable.
(2) In general, the Supplier shall assume liability for damages caused by breach of contract according to Sections 6:142-6:143 of the Civil Code.
(3) The Supplier's product liability shall be regulated by Sections 6:550-6:559 of the Civil Code.
(4) If the Supplier becomes aware of facts which might lead to product liability claims (including liability for death, personal injury, damage to and/or loss or destruction of property caused by the Object of the Contract or any part of the Object of the Contract), the Supplier shall be obliged to immediately report the same to the Customer in writing.
(5) In the event any third party asserts a claim or declares its intention to assert a claim against the Customer, and such claim is liable to give rise to the Customer's product liability, the Supplier shall make available any required evidence to the Customer without delay, provide access to the Supplier's premises and its employees, agents, subcontractors and other contributors as required and use its best endeavours in order to support and cooperate with the Customer in respect of the assertion of such claim.
(6) The Customer shall not be liable to the Supplier in respect of any delayed, defective or non-provision (including from the Customer's negligence) of any service or resource required to be provided by it to enable the Supplier to perform the Supplier's obligations save that in the case of delayed, defective or non-provision of any such service or resource as Customer has agreed to provide, Customer shall if requested by the Supplier permit such extension of the Term of Delivery to the Supplier as the Customer shall (acting reasonably) consider to be necessary and appropriate in the circumstances.
(7) The Supplier shall take out and maintain at its own expense sufficient liability insurance for any damage due to the Supplier, its employees or other partners (e.g. agents and subcontractors) in connection with the Object of the Contract. The Supplier will provide the Customer with copies of the insurance policy and details of the amount of coverage per event of damage upon request by the Customer.
(8) The Customer's liability, howsoever arising, including where the Supplier asserts a claim vis-à-vis the Customer on several grounds, shall not exceed the amount of the price of the Object of the Contract as specified in the Supply Contract (less any additional expenses related to the dispatch, transportation, packaging, storage and customs clearance of the Object) or the HUF equivalent of EUR 1,000,000, calculated at the official exchange rate published by the National Bank of Hungary for the day the Supplier's claim is asserted vis-à-vis the Customer, whichever is lower.
(9) The Customer shall assume no liability for any damage to machinery, equipment, tools, etc. provided by the Customer to the Supplier, with the exception of liability for any wilful breach of contract or any breach resulting in loss of life, injury or damage to health.

11. Confidentiality

(1) The Supplier shall treat all information obtained in connection with requests for quotation, orders, the Supply Contract and the Object of the Contract, except for information in the public domain or obtained by the Supplier in any other lawful manner. Moreover, confidential information shall include any facts, information and other data or the compilation of the above in connection with the Customer's business that are confidential, i.e. not widely known in their entirety or as the entirety of their constituents or not easily accessible to persons engaging in the relevant business and, therefore, constitute a valuable asset. Confidential information shall also include any technical, business or organisational information, solution, experience or the compilation of the above that is recorded in an identifiable manner (proprietary information – know-how).
(2) The Supplier shall not use any confidential information obtained by it for purposes other than the Delivery and shall not disclose such confidential information to third parties.
(3) The Supplier may disclose the Customer's confidential information on a need-to-know basis to such employees, agents and other parties (e.g. subcontractors) who require access to such confidential information in order to ensure the Delivery of the Supply Contract. The Supplier will ensure that each person or entity to whom it discloses the Customer's business secrets will not do or omit to do anything which if done or omitted to be done by that party would be a breach of this Section 11.
(4) The Supplier shall keep confidential all drawings, samples, models, designs as well as other production documentations and manuals which are the physical or intellectual property of the Customer and are at the free disposal of the Customer. The Supplier shall prevent access of third parties to all such documents and information and shall also order its employees to observe appropriate confidentiality. The Customer shall not grant any licence or right to use any patent, copyright, registered design, trademark, trade name or other intellectual property or any similar rights or any right for the use of any confidential information.
(5) As a general rule, any Supplier data obtained from the Supply Contract, other than personal data, shall be used by automated means for the Delivery of the Supply Contract only, including in particular for administration and accounting purposes.
(6) The Supplier agrees that the data specified in paragraph (5) related to the Supply Contract may be processed and disclosed by the Customer to the members of the Customer's group of companies.
(7) This Section 11 is without prejudice to Section 12.
The Supplier shall be liable for all damages caused to the Customer by the breach of the obligation set out in Section 11 hereof.
(9) The provisions related to confidential information shall survive the Delivery of the Supply Contract and the termination of all contractual relations between the Customer and the Supplier.

12. Data Protection

(1) 'Data Protection Laws' means all laws related to data protection, the processing of Personal Data and privacy, including inter alia:

i. Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as **GDPR**);
ii. Act CXII of 2011 on the right of individuals to control their personal information and the freedom of information (hereinafter referred to as the **Information Act**);
iii. Directive 2002/58/EC of the European Parliament and of the Council;

and the application of the legislation referred to in points i to iii, as appropriate, by national or supranational authorities, including data protection authorities, courts, and any other competent bodies (hereinafter referred to as **Data Protection Laws**),
and references to '**Controller**', '**Processor**', '**Data Subjects**', '**Personal Data**', '**Processing**' and '**Supervisory Authority**' have the meanings set out in the GDPR and references to '**Data Process**' have the meaning set out in the Information Act, and will be interpreted in accordance therewith.
(2) The Customer shall process the personal data of the Supplier's contact persons, authorised representatives or, in the case of a sole trader, of the contracting party, stated in the Supply Contract, in accordance with the Privacy Notice accessible on https://www.pipelife.hu/adatkezelesi-tajekoztato.html and the Data Protection Laws. The Customer shall process the data of contracting parties (Suppliers) who are sole traders on the legal ground of the performance of the contract [Article 6(1)(b) GDPR], and the data of other contact persons indicated by the sole trader as well as the data of contact persons and authorised representatives for companies on the legal ground of legitimate interest [Article 6(1)(f) GDPR]. Regarding data protection issues, the Customer can be contacted at adatvedelem@pipelife.com. The Supplier undertakes to duly inform its contact person and authorised representative under the Supply Contract of the processing of their data by the Customer.
The Supplier represents and warrants that it will process the personal data contained in the Supply Contract and/or provided to the Customer in connection with the performance of the Supply Contract, including the disclosure and transmission of personal data, in accordance with the Data Protection Laws.
The Supplier represents and warrants that it will process the personal data contained in the Supply Contract and/or received from the Customer in connection with the performance of the Supply Contract in accordance with the Data Protection Legislation and the Supply Contract.
If the Supplier is classified as the Customer's Processor in respect of the Supply Contract, paragraphs (3) to (10) of Section 12 of the GTC shall also apply, but in other cases, such as when the Supplier is classified as a separate and independent Controller, these provisions shall not apply.
(3) In the case of Data Process, the Supplier may only process Supply Contract Personal Data in the following ways:

i. in compliance with the written instructions of the Customer, including these GTC; or
ii. where required by law. If the Supplier is legally required to process Supply Contract Personal Data, it shall notify the Customer of such legal requirement prior to such processing unless the Data Protection Laws prohibit notifying the Customer on public interest grounds; or

The Supplier shall be authorised in general by the Customer to use additional Processors and sub-processors.
When processing Personal Data related to the Supply Contract, the Supplier shall:

i. comply with the Data Protection Laws;
ii. not cause the Customer to breach any obligation under the Data Protection Laws;
iii. notify the Customer without delay if it has observed any circumstance related to actual or potential non-compliance with the provisions of Data Protection Laws or this Section 12, without prejudice to any of its obligations under the Data Protection Laws of this Section 12 and any rights or remedies available to the Customer under Section 12;

iv. have in place data security policies and procedures in compliance with Article 32 of the GDPR;
v. inform the Customer of the identity of the additional Processor or sub-processor engaged and of the tasks to be performed by the additional Processor or sub-processor prior to engaging the additional Processor or sub-processor. If the Customer objects to the use of the additional Processor or sub-processor after receiving this information, the Supplier may only engage the additional Processor or sub-processor provided the conditions set out in the objection are met. (The Customer therefore authorises the Supplier in general to use additional Processors or sub-processors subject to the conditions set out in this paragraph.).

(4) Where the Supplier engages an additional Processor, the Supplier warrants that, prior to the start of processing, a written contract will be concluded between the Supplier and the additional Processor, setting out the activities of the additional Processor and ensuring that the additional Processor is bound by the same provisions on Data Process as the Supplier under this Section 12. The Supplier shall ensure that the additional Processor fulfils all the obligations of the Supplier under this Section 12. The same shall apply mutatis mutandis where the additional Processor or the sub-processor uses a Processor. The Supplier shall be liable for the acts and omissions of the additional Processor and the additional Processor's sub-processors as its own.

(5) The Supplier shall

a) without prejudice to Section 12(2), without the Customer's consent, not:
i. convert any Supply Contract Personal Data into anonymised, pseudonymised, depersonalised, aggregated or statistical data;
ii. use any Supply Contract Personal Data for 'big data' analysis or purposes; or
iii. match or compare any Personal Data constituting the object of Data Process with or against any other Personal Data (whether the Supplier's or any third party's);

b) ensure that any individual authorised to process Supply Contract Personal Data accesses such Supply Contract Personal Data strictly on a need to know basis as necessary to perform their role in the performance of the Supply Contract, and:
i. such persons are subject to confidentiality obligations equivalent to those set out in Section 11 or an appropriate statutory obligation of confidentiality, noting the fact that the obligation of confidentiality extends to the person authorised to process personal data not disclosing any confidential information, including personal data and the conditions of processing personal data, without the permission of the Customer and unless otherwise instructed by the Customer, and
ii. such persons comply with the provisions set out in this Section 12;

c) keep all Supply Contract Personal Data confidential in accordance with the provisions of Section 11, provided that in the event and to the extent only of any conflict between Section 12 and Section 12, this Section 12 shall prevail; and

d) at the option of the Customer, securely delete or return to the Customer (in the format required by the Customer) all Supply Contract Personal Data promptly after the end of the provision of Services or at any time at the Customer's request, and without delay (through an executive officer authorised to sign for the company) confirm that these obligations have been complied with. An exception to this shall be where the Supplier is required by national or European Union law to retain Personal Data. If the Customer does not make separate provision for Personal Data, the Supplier will be obliged to seek guidance from the Customer in this regard without delay.

At the request of the Customer, one copy of the Supply Contract Personal Data shall be retained by the Supplier for the purposes of administering any warranties or guarantees offered by the Supplier in respect of any of the goods, and securely delete any remaining copies. The obligation to retain one copy of the Supply Contract Personal Data shall apply after the termination or expiry of the Supply Contract and until any warranty or guarantee period has expired in respect of the supplied goods, upon which point the Supply Contract Personal Data shall, at the option of the Customer, be securely deleted or returned to the Customer.

(6) The Supplier will not make an international transfer without the Customer's prior written consent. If Customer has given its prior written consent to an International Transfer, before making the International Transfer, the Supplier shall demonstrate to the Customer's satisfaction that appropriate safeguards have been implemented in connection with the International Transfer in accordance with Data Protection Laws and ensure that enforceable rights and effective legal remedies are available for the Data Subjects.

(7) Where, with regard to the appropriate safeguards demonstrated or implemented by it, the Supplier (or the additional Processor or sub-processor concerned) considers at any time, in accordance with Section 12(6), that such safeguards fail to provide an adequate level of protection in relation to the Personal Data related to the Supply Contract, the Supplier (or the additional Processor or sub-processor concerned) shall notify the Customer immediately and carry out the alternative measures required by the Customer in order to ensure that the international transfer and the processing operations resulting from it comply with the requirements laid down in the Data Protection Laws. The Supplier or the additional Processor or sub-processor concerned will not need to comply with the conditions set out in this paragraph if the international transfer is required to be made in order to comply with European Union or Member State Data Protection Laws and this is in accordance with the provisions of the GDPR. In this case, the Supplier will notify the Customer of such legal requirement prior to such international transfer unless the Data Protection Laws prohibit notification of the Customer on public interest grounds and this is in accordance with the provisions of the GDPR.

(8) If the Supplier's registered office is situated outside the European Union and the Customer considers it necessary, the Supplier shall provide the Customer with details of its designated representative located in the European Union and, in order to avoid misunderstanding, Section 12(6) shall apply if the Supplier intends to process any Supply Contract Personal Data outside the EEA and the Supplier shall put in place and maintain appropriate safeguards for the international transfer (to itself) in accordance with the Data Protection Laws prior to any such processing of the Supply Contract Personal Data by the Supplier from outside the EEA.

(9) The Supplier shall

a) implement, and assist the Customer in implementing, appropriate technical and organisational measures to ensure a level of security appropriate to the risk presented by processing the Supply Contract Personal Data, in particular from a data security incident (hereinafter referred to as **Data Security Incident**);

b) notify the Customer without delay if at any time the Supplier (or any of its additional Processors or sub-processors) learns about any reason that may prevent it from complying with the requirements under this Section 12(9), regardless of its obligations under Section 12(9) and any rights or remedies available to the Customer under Section 12(9);

c) notify the Customer immediately and no later than 24 hours after becoming aware of a reasonably suspected, 'near miss' or actual Data Security Incident, including the nature of the Data Security Incident, the categories and approximate number of Data Subjects and Supply Contract Personal Data records concerned, the likely consequences of the Data Security Incident and any measure proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue delay, but the Supplier (and the additional Processors or sub-processors concerned engaged by the Supplier) may not delay notification under this Section on the basis that an investigation is incomplete or ongoing;

d) promptly (and in any event within 72 hours) notify the Customer of any request or communication it has received:
i. in connection with the exercising of a Data Subject's rights under the Data Protection Laws;
ii. from a Data Subject or Supervisory Authority in connection with Supply Contract Personal Data (including complaints);
iii. from any party, in connection with the Supplier's or the Customer's compliance with the Data Protection Laws. Where such correspondence contains sufficient information that indicates that a Data Security Incident has or has been likely to have occurred, Section 12(9)c) shall take precedence;

e) assist the Customer through appropriate technical and organizational measures in managing the requests or communications under Section 12(9)(d) as far as possible;

f) not, without the Customer's prior written consent, make or permit any announcement in respect of a Data Security Incident or respond to any request for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint from a Data Subject or Supervisory Authority in connection with Supply Contract Personal Data;

g) provide reasonable assistance to the Customer in:
i. documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/or Data Subjects;
ii. taking measures to address Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects; and
iii. conducting data protection impact assessments of any processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives in this respect.

(10) The Supplier shall

a) make available to the Customer all information necessary to demonstrate compliance with the obligations set out in this Section 12;

b) forward the notifications under this Section 12 by e-mail to adatvedelem@pipelife.com, unless the Customer has consented in writing to an alternative means of notification;

c) allow for and contribute to audits, including inspections, conducted by the Customer or other auditors mandated by the Customer; and

d) prepare and securely maintain a record of all categories of processing activities carried out under the Supply Contract in relation to the Supply Contract Personal Data, including as a minimum:
i. its own name and contact details and the details of its data protection officer or another person in charge of compliance with the data protection laws;
ii. the categories of processing carried out by it on behalf of the Customer;
iii. any international transfers;
iv. a general description of the precautionary technical and organisational measures referred to in 12(9); and
v. the same information for any processor and sub-processor, including their names and contact details (hereinafter collectively referred to as **Processing Records**).

At the Customer's request, the Supplier shall securely and promptly forward to the Customer a copy of its Processing Records.

e) The Supplier shall indemnify the Customer against all liabilities arising out of or in connection with any breach by the Supplier or the additional Processor or sub-processor acting on behalf of the Supplier of their obligations under this Section 12 (including non-compliance with or the overdue or inappropriate performance of any such obligation, whether the obligation is due to a mandatory or voluntary notification by the Customer or to a third-party report to the Supervisory Authority).

13. References

The Supplier shall not make or authorise any third party to make any representation or reference to its business relationship with the Customer in any information or advertising material or any other communication without prior written consent by the Customer, unless such representation or reference is required by the law or a final and binding judicial or administrative ruling, in which case the Supplier shall promptly notify the Customer in writing of the applicable law or ruling.

14. Infringement of Industrial Property Rights

The Supplier shall assume liability for any infringement of patent, licence or other rights of third parties caused by the delivery or use of the Object of the Contract, bear all costs and damages arising thereof, assume responsibility for all claims against the Customer and shall immediately hold the Customer harmless from any payment or other obligations arising from such claims.

15. Termination of the Supply Contract

(1) In addition to its right of cancellation provided for by law, the Customer shall be entitled to cancel the Supply Contract, or any part of it, subject to a unilateral declaration if the Supplier:
- is in delay in the Delivery for reasons attributable to or within the control of the Supplier (with respect to the Object of the Contract affected by the delay),
- the Delivery is not in compliance with the quality and/or technical requirements specified in the Supply Contract (defective performance) (with respect to the Object of the Contract affected by defective performance), or
- any bankruptcy or liquidation procedure is initiated against the Supplier or the Supplier resolves its dissolution (with respect to the Object of the Contract not delivered);
- commits a material breach of the contract or otherwise such circumstances exist on its part or under its control that obviously prevent delivery in conformity with the contract (as far as the undelivered Object of the Contract is concerned).

(2) If the Supplier had already performed its obligations, or any part of them, before the circumstance determined in paragraph (1) above arose, in addition to its statutory right to terminate the Contract, the Customer may choose to terminate the Supply Contract rather than withdraw from the Contract. In this case, the Parties shall settle accounts with each other and the Supplier shall be entitled to the proportionate consideration of the services already delivered.

(3) In the event the Customer terminates the Supply Contract, the Customer may, at its sole discretion, pay the appropriate part of the price and retain the Object of the Contract already delivered, where the Object of the Contract consists of goods, return such goods to the Supplier at the Supplier's expense.

(4) In addition to its statutory right, the Customer may withdraw from the Supply Contract or terminate the Supply Contract at a minimum notice period of 21 days, in either case in writing, without the need to state the reasons for such withdrawal or termination. Where the Customer withdraws from the Supply Contract or terminates the Supply Contract without giving reasons, it shall indemnify the Supplier for its loss arising from the termination of the Supply Contract, provided that the amount so indemnified shall not exceed the price of the Object of the Contract as specified in the Supply Contract.

(5) In the event of the Customer withdrawing from or terminating the Supply Contract, the Customer may enter into a contract liable to achieve the purpose to be attained through the Supply Contract and the Supplier shall, in accordance with the provisions of the Civil Code applicable to compensation, reimburse to the Customer the difference between the prices set out in the Supply Contract and the security contract as well as the costs incurred by the Customer by entering into the security contract.

(6) After the termination of the Supply Contract for whatever reason, the Supplier shall promptly return to the Customer the latter's confidential information in the Supplier's possession or control (including all copies and summaries thereof); the Supplier shall no longer use such information unless provided otherwise by the law or a final or binding judicial or administrative ruling. In the latter case, the retention and treatment of confidential information shall be governed by Section 11 of the GTC regardless of the termination of the Supply Contract.

16. Anti-Corruption

(1) The Supplier will, and will procure that its employees, agents and other contributors (e.g. sub-contractors) will:

a) not commit any act or omission which causes or could cause the Customer or the Supplier (or the person concerned) to breach any anti-corruption laws or to commit a corruption-related criminal offence;

b) keep accurate and up to date records showing all payments and all other advantages (not limited to non-material advantages) given and received in connection with the Supply Contract and the steps taken to comply with this Section 16, and permit the Customer to inspect those records as required;

c) promptly notify the Client of

i. any request or call for any financial or other advantage for the Supplier (or the person concerned) and any financial or other advantage that has been promised to the Supplier (or the person concerned); and

ii. any financial or other advantage the Supplier (or that person) promises, gives or intends to give,

provided in each case that such advantage is directly or indirectly related to the Supply Contract;

d) promptly notify the Customer of any breach of the provisions of this Section 16(1).

(2) The Customer may terminate the Supply Contract immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of this Section 16.

17. Miscellaneous

(1) The invalidity of any provision of the Supply Contract shall not automatically result in the invalidity of the Supply Contract as a whole. In this case, the Parties shall replace such invalid provision with a provision best suiting their contractual will and their intentions at the time of the conclusion of the Contract. If the Parties are unable to reach an agreement, the invalid or unenforceable provision shall be replaced, to the extent permitted by the law, by the interpretation and meaning that best suits the Parties' business objective on the conclusion of the Supply Contract and is closest the original text of the Supply Contract.

(2) The Supplier shall not engage third parties for the Delivery unless with the Customer's prior written consent. The use of such partners shall not relieve the Supplier of its contractual obligations vis-à-vis the Customer. The Supplier shall be liable for the acts of its partners as set out in Section 6:148 of the Civil Code.

(3) The GTC and the Supply Contract contain the entire agreement of the Parties.

(4) The representatives of the Parties represent and warrant that they validly represent the companies they are signing for, i.e.:

- they are entitled to make statements specified in the Supply Contract and the GTC without the consent of third persons, in the lack of which
- the consent or authorisation of the authorised person(s) in the appropriate form is available for them.

(5) This Supply Contract may be amended in writing only. Statements that constitute the amendment of the Supply Contract shall be made by the authorised representatives of the Parties.

(6) The Customer's rights and remedies set out in the GTC are in addition to and not exclusive of any rights and remedies provided by law.

(7) The Supplier acknowledges that the Customer has ISO50001 certification and that any procurement of products from the Supplier (in particular, those products that have or may have an impact on significant energy use) will be evaluated by the Customer on the basis of energy performance. The Supplier will at all times be proactive in offering energy efficient products to the Customer where these are available.

(8) The Supply Contract and the GTC (including their validity as well as the interpretation of terms and conditions and agreements thereof) shall be governed by the Hungarian law. The rules on the conflict of laws of the Hungarian private international law shall not apply (the Parties shall exclude renvoi from the Hungarian law to another country's law). The GTC and the Supply Contract have been executed in the Hungarian and English languages. In the event the GTC and the Supply Contract were executed in other languages in addition to Hungarian, the Hungarian version shall prevail for any matters of interpretation.

(9) The Parties shall attempt to resolve any disputes arising from the GTC and the Supply Contract through negotiations; they shall take judicial action if such negotiations have failed. The Parties mutually consent to the exclusive jurisdiction of the Central District Court of Buda or the Kecskemét Court, if justified by rules of competence, with the exception set out in paragraph (10).

(10) In the event the Supplier is registered outside the European Union, the Customer reserves the right to submit (in its discretion) any disputes arising from or in connection with the Supply Contract, including in particular matters related to the breach, termination, validity or interpretation of the Supply Contract to the Standing Court of Arbitration of the Hungarian Chamber of Commerce and Industry (Commercial Court of Arbitration, Budapest), provided that the Court of Arbitration shall proceed in accordance with its Rules of Procedure (including the provisions of its Sub-Policy for Expedited Procedures), the number of arbitrators shall be three and the language of the proceedings shall be the English language. The Parties exclude the option of renewed proceedings under Chapter IX of Act LX of 2017 on arbitration. The substantive law applied in order to settle the dispute shall be the Hungarian law, with the exclusion of its conflict of law provisions.

(11) The Supplier agrees that if the proceedings of the Commercial Court of Arbitration under paragraph (10) are initiated by the Customer, it shall submit itself to the exclusive and final decision of the Commercial Court of Arbitration, in all other matters in accordance with the procedural rules set out in paragraph (10).

(12) By signing the order of the Customer, the Supplier shall accept the GTC and all provisions of the Customer's Supplier Code of Conduct, available at www.pipelife.hu.