

# SUPPLIER GENERAL TERMS AND CONDITIONS

## GENERAL TERMS AND CONDITIONS OF PURCHASING FROM SUPPLIERS Effective from 01/03/2024

Semilab Zrt. (as the Customer) shall apply these General Terms and Conditions of Purchase in its business transactions with business entities, individual entrepreneurs and other persons and entities engaged in business activities, for the purchase of goods and services, regardless of the method of contracting. The contractual partner is hereinafter referred to as the Supplier, irrespective of the nature of the goods or services.

### 1. General provisions

1.1 Our Terms and Conditions of Purchase shall be exclusive; we shall not recognize any contractual or general terms and conditions of business of the Supplier that contradict or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing.

1.2 Our Terms and Conditions of Purchase shall always apply to future deliveries and services provided by the Supplier to us in accordance to the latest version. The current version of our Terms and Conditions of Purchase is available at [www.semilab.com](http://www.semilab.com).

### 2. Contract conclusion and contract amendments

2.1 Orders, delivery notices and confirmations thereof, offers and acceptance thereof, contracts and amendments and supplements thereto (hereinafter collectively referred to as "Contractual Declarations") shall be in written form. With regard to Contractual Declarations, transmission by e-mail shall also be considered to be in writing.

No confirmation, acceptance or offer other than the Contractual Declarations shall create a contract. In this case, a specific performance obligation is only created if the supplier's declaration is expressly accepted in writing.

Only a tender or order acknowledgement which accepts these Conditions of Purchase of the Customer shall constitute a valid contract.

2.2 Verbal agreements made before or at the same time as the conclusion of the Contract shall be valid only if confirmed in writing by the Customer.

2.3 Verbal agreements after the conclusion of the Contract, in particular subsequent amendments and additions to our Contractual or Purchase Conditions—including the agreement on this written form—as well as any supplementary agreements also require written confirmation by the Customer in order to be valid.

2.4 Quotations are binding and no consideration shall not be subject to payment of any consideration or for any technical or other documentation relating to them, unless expressly agreed otherwise in writing.

2.5 The Contractual Declarations and these General Conditions of Purchase between the Parties contain all the terms and conditions of their cooperation and legal relationship, and any previous agreements not included in the Contractual Declarations and the General Conditions of Purchase are null and void.

### 3. Shipping

3.1 Deviations from the Contractual Declarations are only permitted with our prior written approval.

3.2 The deadlines and time limits set are binding. A delivery date or time limit shall be deemed to have been observed if the Contract Subject has been delivered and accepted by us at our designated place of business or at another place specified in the Contract Declaration within the agreed time limit or on the agreed deadline. The Supplier is obliged to notify us 3 days in advance of delivery.

If, contrary to clause 6, delivery free of charge (DAP or DDP in accordance with INCOTERMS 2010) to a destination other than the place of destination has been agreed on, the Supplier shall make the Contract Subject available for loading and dispatch in due time, taking into account the necessary time to be agreed with our forwarder. We shall be entitled to refuse acceptance in the event of any quantity or quality deviations from the terms and conditions stipulated in the contract which can be established by a simple visual inspection.

Goods delivered in quantities other than those stipulated in the contract, and goods delivered in a different quality other than those stipulated in the contract shall be deemed to have been delivered late, without prejudice to our other claims relating to defective performance.

In the case of products subject to reverse charge, the Supplier shall draw attention to this fact and shall specify in advance the tariff code, the weight of the product and any other data required by law for each product. The Supplier shall be liable in full for any damage, claim or liability arising from failure to do so.

3.3 If the agreed deadlines or terms are not met for any reason, we are entitled to withdraw from or terminate the contract without the need to set an additional deadline or special notice. In such a case, we shall be entitled to procure collateral from a third party at the Supplier's expense and to enforce our damages against the Supplier.

We also have the right to withdraw from the contract before performance if it becomes apparent that the Supplier is not in a position to deliver or perform the quality or quantity agreed in the contract or within the contractual deadline (deadline date) for any reason.

In the event of our withdrawal, we are not liable to compensate the Supplier for any damages.

If the Supplier foresees any difficulties in production, supply of raw materials, meeting delivery deadlines, continuity of production activities or similar circumstances which may prevent them from delivering on time or in the agreed quality, the Supplier shall notify us immediately. The Supplier shall be liable for any damage caused by their failure to comply with this obligation.

3.4 Even in the absence of an express reservation of rights, acceptance of a delayed delivery or service does not constitute a waiver of any claim we may have against you for the delayed delivery or service.

3.5 With regard to numbers of pieces, weights and quantities, the values established by us at the time of the receiving inspection shall prevail, subject to the possibility of proving otherwise.

3.6 The Supplier shall deliver the Goods in packaging which is customary in the trade, in view of the nature of the Goods and the mode of transport, suitable for the protection of the Goods during loading, transport, unloading, receipt and storage, with all instructions for use, handling, maintenance, instructions, technical specifications and drawings, for use and for placing on the market together with the necessary official permits, samples and all transport, customs and proof of origin documents (in all cases with Hungarian translations) required by Hungarian and EU legislation and customary in trade and required by Hungarian and EU rules. In the event of breach of these obligations, we shall be entitled to refuse acceptance or to obtain the necessary documents at the Supplier's expense and risk. In addition, we may enforce our rights arising from any delay in delivery.

3.7 Acceptance of delivery of the goods at the place referred to in clause 16 shall be subject to receipt and certification of a delivery note. Our Company or an employee/ agent/ subcontractor/ other vicarious agent of our Company shall sign and stamp the delivery note to certify receipt of the goods on behalf of our Company. Our Company may also make any quality and quantity complaints which may be detected by visual inspection at the time of acceptance, which shall be indicated on the delivery note.

Only legitimate software may be used for the performance. Otherwise, the Supplier shall indemnify and hold us harmless in any copyright lawsuit.

3.8. The Supplier acknowledges that the provisions of Act XCII of 2003 on the Rules of Taxation (Art.) relating to the Electronic Public Road Transportation Control System (EKÁÉR) shall be borne by the consignor of the goods in the case of transport from a domestic dispatch address to a domestic unloading address or from the territory of Hungary to another EU Member State, and by the consignee of the goods in the case of transport from another EU Member

State to the territory of Hungary. Where the obligation to notify the EKÁER is incumbent on the consignee of the goods, the Supplier shall provide the Customer with the following information before the start of the transport:

1) The sender's exact details:

- name / company name
- address (country, city, postcode, street, house number)
- tax number.

2) The exact address of the loading (country, city, postal code, street, house number).

3) Where the business using the property at the unloading address is not the same as the address, the details of that business must also be provided:

- name / company name
- address (country, city, postcode, street, house number)
- tax number.

4) Description of the products transported by the same vehicle, by commodity code.

5) The heading number of the products transported in the same vehicle.

6) Gross weight (kg) of products (including packaging) per commodity code, transported in the same vehicle.

7) The untaxed value of goods transported in the same vehicle. Where the value of the packaging can be determined, it must be declared as part of the value of the product, exclusive of tax. Where the value of the packaging cannot be determined or is zero, it shall not be included in the net of tax value of the goods.

8) The registration number of all vehicles involved in the transport. If a trailer(s) is (are) involved in the transport, the registration number of the trailer(s) must also be indicated.

The transport of the ordered product can only be carried out after the notification of the data required by Art. to the National Tax and Customs Authority, only in possession of the EKÁER number.

The Supplier expressly accepts that if the Customer suffers any damage (fines, penalties, claims by business partners and third parties, additional costs, etc.) due to the failure to comply with the obligations relating to the EKÁER for any reason attributable to the Supplier, the Supplier shall compensate the recipient of the product for all damages and costs without delay.

#### **4. Vis major**

Also in the case of force majeure—by which the parties understand an event that is unforeseeable and unavoidable by either of them at the time of the conclusion of the contract (delivery call-off), which makes the contractual performance temporarily or permanently impossible (including strikes, unforeseeable breakdowns, riots, etc,—we are entitled to withdraw from the contract, in whole or in part—without prejudice to our other rights—if these events are of significant duration and/or lead to a significant reduction in our requirements and/or the delay in delivery causes other significant damage to our interests.

#### **5. Delivery notification and invoice**

Only those orders shall be considered binding and enforceable on the part of Semilab Zrt. that have been sent to the supplier in writing by Semilab Zrt.'s central purchasing department, with an order number.

If the supplier executes an order issued by other employees or regional representatives of Semilab Zrt., the supplier shall execute it at its own risk. Only a senior executive or the central purchasing department is entitled to legally

represent Semilab Zrt. vis-à-vis suppliers, and they are entitled (but not obliged) to subsequently approve orders issued by another department or person on behalf of Semilab Zrt. Acceptance of the ordered goods by a regional representative or other person shall not constitute approval of the purchase order in the absence of written approval by management or Central Purchasing.

The provisions of the Contractual Declaration shall prevail. The invoice in a simple form, in compliance with Hungarian and EU tax and accounting rules, together with the receipt and all required payment documents, including the invoice number and our order number and other necessary identification data, must be sent to our address as specified in the Contractual Declaration or attached to the dispatches. Non-compliant invoices will be automatically returned to you. We can only accept corrections that comply with the law.

We ask to include our orders on a separate delivery note or invoice, irrespective of the delivery. Consolidated delivery notes and invoices are only possible by individual agreement.

If the goods are delivered by way of a delivery note, please always indicate the order number of Semilab Zrt. on the delivery note. In the absence of the appropriate identifiers, the delivery note and the goods will be returned.

In all cases, please include the order number of Semilab Zrt. on the invoice - if available - and the delivery note ID of the invoice. In the absence of the appropriate identifiers, the invoice will be returned.

As regards the content of your invoice, we request that only the items and prices stated on your order or confirmation accepted by Semilab Zrt. should be included in your invoice. We are not able to accept any other additional costs or price differences afterwards, the invoice will be returned to you.

As indicated above, we will return a non-compliant document for any reason with a cover letter (attached) indicating the reason for the problem. For these transactions, please prepare and send us the correct voucher or, if necessary, contact the person responsible for the problem indicated on the cover letter or our regional representative concerned.

## **6. Prices, risk of damage and transfer of ownership**

Unless otherwise agreed, prices are quoted "free at destination" (DDP according to INCOTERMS 2010). Statutory sales tax is not included in the prices.

Supplier's title to and risk of damage to all goods and other things in connection with the performance shall remain until we have taken delivery of them in accordance with the contract.

## **7. Payment terms**

Unless otherwise agreed, payment of the invoice, issued in accordance with tax and accounting rules, will be made within 30 days of the due date of the claim for payment and receipt of both the invoice and the accompanying documents giving rise to payment and the arrival of the goods or the performance of the service.

We can only accept deliveries of unconfirmed orders with the content posted. We cannot accept any subsequent price differences or other charges (delivery costs, etc.).

Payment is made subject to the right to control the invoice. Payment deadlines will start only upon receipt of a correct invoice (and invoice attachment) that meets the above requirements. Payment is deemed to have been made when our bank has debited our bank account with the amount due.

We have the right to set off all our established claims against the supplier's accounts receivable or to assign, transfer rights or claims to a third party. The Supplier may assign or transfer its contractual claims and rights only with our prior written consent.

Supplier may only set off claims that we have recognized or that have been finally adjudicated by a court against claims that we have asserted against it.

## 8. Claims and liability for defective accessories

8.1 Acceptance is subject to the right to verify the correctness of the quantity and the absence of defects, in particular with regard to correctness, completeness, suitability and software defects. Quantitative acceptance shall take place within 24 hours of receipt of the consignment.

We have the right to examine the subject matter of the Contract to the extent and within the time required in the ordinary course of business; to object to any shortcomings or defects discovered, or to any latent defects. In this respect, the Supplier waives any right to raise a belated quality claim as a possible defense, as well as any legal consequences thereof. Even in the absence of an express reservation of rights, the acceptance of the subject of the contract which is defective or deficient in quantity shall not constitute a waiver of our claims for warranty and guarantee costs, damages and other claims.

We are entitled to refuse to accept the goods if we discover a defect that makes the goods unfit for their intended use.

8.2 The statutory provisions on the warranty of fitness for purpose and warranty of title shall prevail, unless otherwise provided below.

8.3 Unless otherwise agreed, the Supplier warrants for any defects in quantity of the Contract Object or the software or any defects in the accessories (including, in the case of software, any programming errors) for a period of 24 months from the date of acceptance by us or, if installation, erection or commissioning is required, from the date of successful acceptance of the delivery, unless longer warranty or compulsory fitness for purpose periods are provided for by law. In such a case, the latter shall be deemed to be the contractually agreed warranty period. In addition to the warranty, the warranty provisions of Hungarian law shall also apply.

8.4 Within the warranty and guarantee period under clause 8.3, we are entitled, at our option, to request replacement or repair or reduction of the price in the event of quantitative defects or defects in the subject matter of the Contract or the software, or, if these are not remedied within 5 working days, to withdraw from the Contract without prior notice. The Supplier shall bear all costs of remedying any shortages or defects, including where hedging or claims for services are made in order to ensure continuity of production. In the event of a shortage of quantity or quality, the Supplier shall also be liable for our damages.

8.5 If the Supplier fails to remedy the defect or deficiency in the manner requested by us within 2 days of receipt of our request to remedy the defect or deficiency, we shall be entitled to do so ourselves or to have it done by a third party at the Supplier's cost and risk; this shall not affect the Supplier's liability for warranty and other breach of contract.

8.6 In respect of any parts of the Contract Object installed or repaired within the warranty or subsequent guarantee period for our claims arising from a defect in quantity or accessories, the warranty or guarantee period shall start again from the date on which the Supplier has fully satisfied our warranty or guarantee claims.

8.7 If our costs - in particular transport, travel, labour, material costs or costs for receiving inspection exceeding the usual extent - are incurred due to incomplete or defective performance of the Subject of the Contract, the Supplier shall bear these costs.

8.8 The Supplier warrants that the goods, services and software are free from any third-party rights which would exclude, restrict or impose costs on us in obtaining or using them for their intended purpose and shall be liable for any defects in performance.

In the event of breach of these obligations, we may assert claims under § 6:175 to § 6:176 of the Hungarian Civil Code. In the event of legal defects, the Supplier shall also indemnify us against any claims of third parties and shall intervene in the proceedings in our place or alongside us. With regard to legal defects, the Supplier shall be liable for as long as third parties assert rights against us which restrict or impede our right to acquire, possess, use and dispose of property.



8.9 If we recall products manufactured and/or sold by us due to a defect in the Contract Subject (including the software) performed by the Supplier, or if the purchase price is reduced or otherwise claimed against us as a result, we reserve the right to further compensation from the Supplier, against which the Supplier may not rely on our failure to fulfil our obligation to inspect the quality.

8.10. We shall be entitled to claim from the Supplier the reimbursement of expenses which we have incurred from our Customers, as they may claim from us for expenses incurred in performing our obligations due to the breach of contract, in particular transport, travel, labour and material costs.

8.11. In the case of claims for compensation under Clauses 8.9 and 8.10, the limitation period shall expire at the earliest 2 months after the date on which we have satisfied the claims made by our Customer against us, but at the latest 5 years after the date of performance by the Supplier.

8.12. The warranty and guarantee period shall be suspended as long as the defect was not detectable.

## **9. Product liability, product warranty and recall actions**

In the event that a product warranty or product liability claim is made against us, the Supplier shall indemnify us against such claims to the extent and to the extent that the damage was caused by a defect in the Contractual Item (including the software) supplied by the Supplier.

However, in the case of strict liability, this shall only apply if the Supplier is responsible. If the cause of the damage falls within the Supplier's responsibility, the burden of proof in this respect shall be on the Supplier. In the foregoing cases, the Supplier shall assume all damages, costs and expenses, including the costs of any legal action and recall proceedings, and shall be obliged to enter an appearance for or on our behalf in any such proceedings.

## **10. Right of withdrawal and termination**

10.1 In addition to the statutory cases of withdrawal from the contract, we may withdraw from or terminate the contract with immediate effect if:

- the Supplier fails to meet its delivery obligations
- the Supplier's financial situation deteriorates materially or threatens to deteriorate materially and, as a consequence, the fulfilment of any of its delivery obligations to us is jeopardized
- the Supplier becomes insolvent or is declared bankrupt,
- The supplier's tax number is canceled,
- Decides on the liquidation of the supplier,
- the Supplier fails to make its payments.

10.2 We may also withdraw from or terminate the contract in the event that the Supplier initiates bankruptcy or other similar debt settlement proceedings.

10.3 If we withdraw from or terminate the contract by exercising our rights to terminate the contract as set out in this clause, the Supplier shall indemnify us for any loss or damage we suffer as a result of the withdrawal or termination, unless the Supplier was not responsible for the circumstances giving rise to the withdrawal or termination.

10.4. In addition to the provisions of this clause, the provisions of the Civil Code shall apply to the termination of the contract.

## 11. Work rules

Persons who carry out work on our or our customer's premises for the performance of the contract must comply with the relevant rules during their stay there. We expressly exclude our liability in respect of any accident to such persons at our head office or premises or at the premises of our customer resulting from non-compliance with these rules, unless the accident occurred because our agent or one of our employees breached the contract either intentionally or with gross negligence.

## 12. Intermediate services

12.1 Equipment, parts, materials, containers and special packaging provided by us remain our property.

12.2 The Supplier shall inspect and maintain all equipment, materials, tools, plans and other technical documentation, conditions and statements and instructions provided by us with due care and attention and shall draw our attention to their unsuitability or defectiveness. The Supplier shall bear all consequences of any failure to comply with this obligation.

## 13. Confidentiality

13.1. All business and technical information made available by us (including properties which may be ascertainable from the objects, documents or software provided and other knowledge and experience) shall be kept confidential from third parties until and to the extent that it is demonstrably not publicly known and shall be made available by the Supplier in its own operations only to persons who have a necessary need to know for the purpose of supplying it to us and who are also bound by confidentiality obligations.

We remain the owners of any legally relevant information (in particular intellectual property) in all circumstances. Such information may not be reproduced or industrially exploited without our prior written consent, except for deliveries to us. Upon request, all information (including, where applicable, any copies and notes made) and objects on loan from us shall be returned to us immediately and in full or destroyed at our option. We reserve all rights (including copyright and industrial property rights such as patents, utility models, etc.) in such information. Where such rights have been made available to you by third parties, this reservation of rights shall also apply for the benefit of such third parties.

## 14. Documentation

14.1 The Supplier may not use, offer for sale or supply to third parties any products which have been manufactured according to documents such as drawings, models or similar or according to our confidential data, or with our own tools or copied tools. This shall also apply mutatis mutandis to our printing orders.

## 15. Compliance

15.1 The Supplier shall comply with all applicable legislation, environmental, health, safety and security regulations.

15.2 If the Supplier repeatedly breaches the law and/or breaches the law despite previous warning and cannot prove that it has remedied the breach as soon as possible and has taken appropriate measures to ensure that such breaches do not occur in the future, we reserve the right to withdraw from or terminate the contract without notice.

## 16. Place of performance

The place of performance is the place where the goods are delivered or the services are provided, as specified in the contract.

## **17. Transport with technical service**

17.1 The provisions of this clause shall apply in cases where the Supplier is obliged to install, fit and/or commission the Goods.

17.2 The content of the contract document relating to the goods is the specification, which includes the machine or equipment to be supplied, its accessories and parts, the relevant operating and maintenance instructions, data relating to installation, commissioning, possible trial operation, adequate performance, training, spare parts supply, provision of after-sales service.

17.3 The Supplier shall be deemed to have fulfilled its contractual obligations if it has fulfilled all the conditions required in the Specification for the correct operation of the Works and the Works have been accepted on this basis.

17.4 The price shall be deemed to be the contractor's fee as a fixed, unchangeable price, which is the consideration for the complete, faultless provision of the goods (Works).

17.5 The Supplier shall bear the costs and risks associated with the installation and assembly of the goods.

17.6 Unless the legal provisions of the Contract Subject stipulate a longer period, the warranty period is 24 months after the successful acceptance of the goods.

17.7 The Customer shall acquire title to the Goods when the Goods are delivered to the place of performance. The risk of damage shall pass to the Customer on the date of signing the report recording the successful delivery and acceptance of the goods.

17.8 Unless otherwise agreed by the parties, the Supplier shall be responsible for receiving and inspecting the Goods required for performance, rectifying any shortages or defects, and taking action in the event of freight damage.

## **18. Other provisions**

18.1 If we lawfully terminate the contract, the Supplier shall have the goods delivered within 3 days. If this period expires without result, we shall be entitled to store the goods at the Supplier's expense and risk or, on their request, return them to the Supplier.

18.2 If any provision of these Conditions of Purchase and other agreements concluded should be or become invalid, this shall not affect the validity of the Conditions of Purchase in any other respect. The contracting parties undertake to replace the invalid provision by a provision which is as close as possible in economic effect to the invalid provision.

18.3 In the event of any dispute between us and the Supplier, the Supplier shall not be entitled to suspend its deliveries or services until the dispute is resolved.

18.4 The Supplier's retention of title clauses shall only apply to us if expressly accepted by us in writing.

18.5 Contractual relations and contractual declarations shall be governed by Hungarian law, to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

18.6 All disputes arising directly or indirectly out of a contractual relationship based on these General Conditions of Purchase shall be settled by the Hungarian courts having jurisdiction and exclusive jurisdiction over the place where the Customer is domiciled.