



GENERAL PURCHASING TERMS AND CONDITIONS

of the companies of Rába Group

1. General conditions / scope

- 1.1 The legal relationship between the SUPPLIER and the RÁBA companies (RÁBA Nyrt. and its subsidiaries, hereinafter: "RÁBA") is determined by the following general purchasing conditions ("Purchasing Conditions").
- 1.2 These Terms of Purchase apply exclusively; the SUPPLIER's contractual terms and conditions contrary to or different from these RÁBA General Terms and Conditions of Purchase are not valid, unless RÁBA has accepted these terms and conditions in writing. The validity of the Purchase Terms is not affected if RÁBA accepts and pays for the deliveries performed by the SUPPLIER, knowing the different contractual terms and conditions of the SUPPLIER, this does not mean the acceptance or applicability of the SUPPLIER's general contractual terms and conditions.
- 1.3 The Terms of Purchase governing framework contracts also apply to all future orders of RÁBA, even if RÁBA does not specifically refer to the Terms of Purchase in individual orders.
- 1.4 The Purchase Terms also apply to orders placed by other RÁBA companies at the SUPPLIER, without having to indicate them again.

2. Conclusion of the Contract (Order and confirmation), changes and modifications

- 2.1 Goods procurement contracts are created upon the order of RÁBA, with the acceptance of the order by the SUPPLIER, orders and other transactions between RÁBA and the SUPPLIER, as well as any changes and modifications thereof, are valid only in writing. The order and its confirmation can also be sent electronically.
- 2.2 The SUPPLIER's cost estimates are legally binding. The costs of such estimates will not be reimbursed by RÁBA, unless the parties expressly agree otherwise.
- 2.3 If the SUPPLIER does not confirm RÁBA's order within fourteen days of receipt, the order shall be considered accepted, unless RÁBA expressly withdraws its order.
- 2.4 RÁBA may ask the SUPPLIER to make reasonable changes related to the structure and manufacturing process of the product, which the SUPPLIER is obliged to fulfil, if they are reasonably acceptable. The impact of these changes, particularly in terms of increases or decreases in costs and delivery times, must be resolved in an appropriate and mutually acceptable manner. Any changes made by the SUPPLIER are subject to the express prior written approval of RÁBA

3. Product prices and payment terms

- 3.1 If the product prices are not specified when ordering RÁBA, the SUPPLIER will enter the product prices in the copy of the order, which it will return to RÁBA. A valid contract is only created if RÁBA has accepted such product prices in writing. All additional costs (customs, packaging, transport, insurance) must be indicated separately in the SUPPLIER's offer and - with the exception of general sales tax and value added tax - will be charged to the SUPPLIER, unless the parties expressly agreed otherwise. Any increase in the price of products, including an increase in additional costs, is subject to the prior express approval of RÁBA.



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- 3.2 In the absence of a different agreement, the purchase price of the products must be paid within 30 days from the day RÁBA receives the corresponding invoice, but in no case before the delivery of the product(s) indicated on the given invoice (i.e. performance by the SUPPLIER).
- 3.3 RÁBA may exercise its set-off and withholding rights in accordance with the relevant legislation.

4. Delivery deadlines, transfer of risk, delivery

- 4.1 The delivery terms and conditions specified in the order or order confirmation are binding.
- 4.2 In the absence of a written agreement on different delivery conditions, according to DDP Incoterms 2020, it must be delivered to RÁBA or to a place specified by RÁBA. In case of DDP delivery, or if RÁBA has agreed to bear the transport costs, then RÁBA has the right to change the delivery deadline from DDP to FCA Incoterms 2020. If RÁBA switches to FCA, shipping costs will be deducted from the price. If RÁBA bears the transport costs, the SUPPLIER is obliged to choose the most suitable, most advantageous and most commonly used method of transport and packaging, unless RÁBA determines the method of transport and the desired packaging.
- 4.3 The date of arrival of the products and delivery documents at RÁBA or at the designated location shall be considered as delivery on time on the agreed delivery date, if the parties have agreed on a DDP.
- 4.4 In the case of a "call order" from the frame quantity determined by the parties, RÁBA determines and issues the amount of the one-time order and the date of the partial deliveries. Any notification sent by RÁBA to the SUPPLIER about the estimated delivery quantities is not considered an order and does not obligate RÁBA to accept the given delivery. The calls can also be issued by electronic data transfer according to the standards valid in the automotive industry.
- 4.5 If the SUPPLIER delivers more or less products than ordered, and/or in the case of premature delivery, RÁBA reserves the right to refuse the delivery at the SUPPLIER's expense, or, if the delivery is accepted, it may request a corresponding amendment to the relevant invoice.
- 4.6 The SUPPLIER must immediately inform RÁBA of delivery delays beyond the deadline or deadline set by the parties and/or other performance delays. At the same time, the SUPPLIER is obliged to inform RÁBA about the reasons and duration of the delay. Physical receipt of late delivered products does not constitute a waiver of RÁBA's rights related to late delivery.

5. Late performance

- 5.1. SUPPLIER is obliged to pay a penalty in case of late delivery.

The amount of the penalty is half a percent (0.5%) of the total purchase price of the products affected by the delay for each day of delay. The maximum amount of the penalty is 10 percent (10%) of the purchase price of the products affected by the delay. If the supplier is not responsible for the delay (force majeure), he cannot be obliged to pay a penalty.
- 5.2. In other respects, the SUPPLIER's late deliveries are governed by the provisions of the relevant legislation.

6. Vis Maior

- 6.1. The parties are exempted from bearing the consequences of the delay or breach of contract for the time for which they can prove that they could not fulfil their obligations due to force majeure. Force majeure shall mean any event that occurs after the conclusion of the contract, which is beyond the control of the parties and is unforeseeable, or if foreseeable, unavoidable,



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and which prevents or delays the fulfilment of the provisions of the contract, such as natural disasters, wars, accidents, embargoes.

- 6.2. The Contracting Parties may only invoke force majeure if the other party has been notified immediately of the fact, cause and probable duration of the force majeure.
- 6.3. The deadlines included in the contract are extended by the duration of the force majeure.
The occurrence of a force majeure event in itself is not a reason for termination or rescission, however, if the duration of the force majeure exceeds 60 days, RÁBA has the right to withdraw from the affected contract (order) or, accepting partial performance up to that point, terminate the affected contract with immediate effect.

7. Notification of errors

- 7.1. RÁBA is obliged to notify the SUPPLIER of defects in the delivered products within 5 (five) days after the defect was detected during the normal course of business. To this extent, the SUPPLIER waives the objection of late error reporting. However, in the event that RÁBA and the SUPPLIER have agreed on JIT ("Just-In-Time") or JIS ("Just-In-Sequence") delivery, RÁBA's inspection obligation is solely to compare the delivered products with the quantity data of the relevant delivery note and is limited to visual damage to the products.
- 7.2. Payment does not constitute acceptance of defective products by RÁBA.

8. Warranty, accessory warranty

- 8.1. If the Purchase Terms do not provide otherwise, defective performance (including legal guarantees regarding ownership or other acquisition of rights) shall be governed by the applicable laws. A deviation from the agreed product description is considered a material breach of contract by the SUPPLIER, unless the deviation is rectified immediately or if RÁBA is able to remedy the defect without significant effort.
Within the framework of the law, RÁBA is entitled to choose the asserted warranty or accessory warranty claim. In the event that the SUPPLIER does not remedy the defect within a reasonable time limit set by RÁBA, RÁBA is entitled in an urgent case to carry out the repair work itself - at the SUPPLIER's expense - or to entrust it to a third party, especially in order to avoid major damage or damage in case of immediate danger. The SUPPLIER shall also be charged for the additional costs of troubleshooting resulting from or arising in connection with the errors, such as in particular the costs of transportation, assembly, disassembly, administration, and all other costs related to the elimination of the error. The above does not affect or exclude the enforcement of other claims arising from or related to the delivery of defective products, arising from legislation or contracts.
- 8.2. In the absence of a specific agreement to the contrary, RÁBA's warranty claim for accessories expires 36 (thirty-six) months from the date on which the product in which the SUPPLIER's product is incorporated was handed over to the (end) consumer, with the limitation period not being longer, as 42 (forty-two) months for RÁBA of the product or for a third party determined by RÁBA from its delivery. If the product is handed over during a handover procedure according to specified requirements, the starting date of the limitation of the warranty claim is the date of issuance of the RÁBA certificate of completion. However, if the tests and inspections required for handover are delayed for a reason for which the SUPPLIER is not responsible, the limitation period for the accessory warranty claim begins 12 (twelve) months after the SUPPLIER has handed over the product for the purpose of performing the necessary tests and inspections.
- 8.4. The limitation period does not include the part of the repair time during which RÁBA or the (end) user cannot use the product as intended. The statute of limitations for the accessory



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warranty claim for the part of the product affected by the replacement or repair starts anew. This rule must also be applied if a new error arises as a result of the correction.

- 8.5 Regarding the delivery of the manufacturing material, the limitation period for the accessory warranty claim begins with the first registration of the vehicle, but the limitation period cannot be longer than 42 (forty-two) months after the handover to RÁBÁ.
- 8.6 The above does not affect or exclude other claims resulting from breach of contract or breach of other obligations.

9. Product liability / Indemnification / Insurance

- 9.1 If a product warranty or product liability claim arises against RÁBÁ due to a defect in the product delivered by the SUPPLIER, the SUPPLIER is obliged to exempt RÁBÁ from the consequences and indemnify RÁBÁ against all claims submitted by third parties. The manufacturer is exempted from its product warranty obligation only if it proves that
- the product was not produced or distributed as part of its business activity or independent occupation;
 - at the time the product was placed on the market, the defect was not recognizable according to the state of science and technology; or
 - the defect in the product was caused by the application of legislation or mandatory official regulations.
- 9.2 In addition, 9.1. subject to point, the SUPPLIER is obliged to reimburse RÁBÁ for all costs and expenses related to legal fees and recalls. RÁBÁ is obliged to inform the SUPPLIER – as far as this is practically possible and reasonably expected – of the extent of the recall and allow the SUPPLIER to make comments on the matter. The SUPPLIER is obliged to take out recall and liability insurance for all personal injury/property damage with a provably adequate insurance amount. In other respects, the relevant legislation shall apply

10. Execution of work

The SUPPLIER's employees, agents, subcontractors or other collaborators participating in the fulfilment of its obligations under the given contract, who will be physically present at the premises of RÁBÁ or at the premises of third parties determined by RÁBÁ, are obliged to comply with the relevant work regulations of RÁBÁ or the third party determined by RÁBÁ.

11. Retention of ownership, liability, materials provided by Rába

- 11.1 RÁBÁ accepts "simple" retention of title if the SUPPLIER requests it. However, RÁBÁ has the right to sell the product in the normal course of business, without accepting "extended" retention of title or any other form of retention of title.
- 11.2 The SUPPLIER is obliged to immediately inform RÁBÁ about the rights of any third party in relation to the product. This also applies to the (potential) assignment of product-related claims by the SUPPLIER to a third party.
- 11.3 RÁBÁ remains the owner of the materials, components, containers and/or individual packaging provided by it to the SUPPLIER. These elements may only be used in accordance with the agreed terms of use. Such items are processed and/or assembled on behalf of RÁBÁ. Joint ownership arises between RÁBÁ and the SUPPLIER in relation to the products which - by merger or combination - were created partly from materials and components provided by RÁBÁ and which are the property of RÁBÁ. The share of ownership within the given product is proportional to the value of the RÁBÁ items. The SUPPLIER must keep the items provided by RÁBÁ in proper condition.



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12. Assignment, set-off, right of retention

- 12.1 The SUPPLIER is not entitled to transfer its contractual rights (including its claims) in whole or in part to third parties, or assign its claims to a third party without the prior written permission of RÁBA. If the SUPPLIER assigns its claims against RÁBA without RÁBA's approval, RÁBA is still entitled to pay the corresponding amounts to the SUPPLIER.
- 12.2 The SUPPLIER is only entitled to the right of set-off and retention if these rights and the SUPPLIER's claim are expressly recognized by RÁBA or the validity of the SUPPLIER's claim has been established by a legally enforceable court or official decision. The right of retention must also be based on the same contractual relationship.

13. Tools and packaging

- 13.1 RÁBA, or a third party determined by RÁBA, retains ownership of the tools that RÁBA makes available to the SUPPLIER. The tools can only be used for the production of products ordered by RÁBA and delivered to RÁBA. The SUPPLIER must mark all tools in such a way that the ownership rights of RÁBA or a third party determined by RÁBA are properly visible.
- 13.2 The SUPPLIER is obliged, at its own expense, to insure all tools owned by RÁBA or third parties against property damage up to the original value. The SUPPLIER assigns to RÁBA all its claims based on such insurances, which RÁBA accepts.
- 13.3 The SUPPLIER is obliged to carry out all necessary and prescribed maintenance and inspection work related to the tools, as well as all necessary repair work, including the procurement of spare parts, at its own expense and on time. The risk of accidental loss of tools at the SUPPLIER's premises is borne by the SUPPLIER. The SUPPLIER shall immediately notify RÁBA of any abnormalities with the tools as soon as such events occur.

In the event of suspension or termination of delivery, or in the event of termination of the delivery contract by RÁBA, RÁBA is entitled to reclaim the tools, after payment of any outstanding (arrears) purchase price of the tools. The SUPPLIER has no right of retention or other right to keep the tools.

If the SUPPLIER has commissioned a third party to manufacture the tools, or if these tools remain at the premises of a third party for the manufacture of the product or its components, then the SUPPLIER is obliged to enter into a contract with this third party with content that ensures the exercise of the above rights of RÁBA. The SUPPLIER assigns its tool-related claims against third parties, as well as its other tool-related claims, to RÁBA, provided that RÁBA has paid the purchase price of the tools to the SUPPLIER or the third party.

- 13.5 The SUPPLIER may not move the tools without the prior written permission of RÁBA.
- 13.6 Points 13.1-13.5 are also valid for the duration of spare parts supply according to point 17.13.3. point also applies to packaging materials paid by RÁBA.

14. Intellectual property rights of third parties / Existing intellectual property rights, intellectual property rights arising from new developments, know-how

- 14.1 The SUPPLIER shall indemnify and indemnify RÁBA from the legal consequences of any third party's claims related to the infringement of the intellectual property rights of such third parties resulting from the delivery of the product or the fulfilment of the SUPPLIER's contractual obligations, and shall reimburse RÁBA for the costs incurred in connection with any such infringement.
- 14.2 Clause 14.1 does not apply in the event that the SUPPLIER produced the product according to the drawings, models or similar descriptions or information provided by RÁBA, and the SUPPLIER did not and could not have known that the industrial rights of third parties were being violated.



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- 14.3 The SUPPLIER is obliged to inform the RÁBA about the previous or current use or application of any industrial property rights (intellectual property rights) owned by it or licensed to it in relation to the product.
- 14.4 The SUPPLIER transfers the results of its development work in connection with the development of the product, including the rights related to intellectual property (industrial rights protection), to the exclusive property of RÁBA, if RÁBA ordered the development work. If RÁBA has not paid for the development work, the SUPPLIER hereby grants RÁBA a non-exclusive, temporally and geographically unlimited, irrevocable, transferable and sublicensable right of use (license), which includes free of charge the intellectual works created as a result of the development, industrial property protection the right to any kind of use, reproduction and modification of the result under.
- 14.5 The SUPPLIER, in order for RÁBA to report the results of the development work in accordance with 14.4. can use as described in point, the SUPPLIER has a free, non-exclusive, transferable, sublicensable, temporally, geographically and irrevocably unlimited right of use (license) provides RÁBA.
- 14.6 Registration requests for development works paid for by RÁBA as a result of cooperation between the SUPPLIER and RÁBA and the enforcement of intellectual property rights are submitted exclusively by RÁBA (on the basis of RÁBA's unilateral decision). Inventions realized by the SUPPLIER's employees resulting from their contractual activities during the duration of the contractual relationship must be claimed by the SUPPLIER accordingly. If the development work is not paid by RÁBA, so the SUPPLIER is entitled to request registration and submit a notification request. However, RÁBA is entitled to at least the right of use described in point 14.4.
- Any remuneration to which the employees are entitled due to the development of their invention will be paid by the employee's employer, i.e. RÁBA or the SUPPLIER, depending on who the employee's employer is. In other respects, the relevant legislation shall apply.
- 14.7 The above-mentioned rights of RÁBA remain valid even in the event of premature termination of the contract between RÁBA and the SUPPLIER. The rights granted to RÁBA apply to all (partial) results of the development results achieved at the time of termination.

15. Dangerous goods and materials/notification

15. 1 Along with the offer, the SUPPLIER is obliged to present to RÁBA a duly completed material safety data sheet according to Article 31 of Regulation (EC) No. 1907/2006 on the registration, evaluation, authorization and restriction of chemical substances (REACH Regulation), as well as for all substances (agents and their components) and object (goods, parts, technical equipment, uncleaned packages) accident procedure sheet (Transportation) which, based on the nature, characteristics or physical condition of the materials, may pose a threat to human life and health, the environment or any object, and therefore - the relevant subject to provisions – they require special handling in terms of packaging, transport, storage, access and waste management. In case of changes to the materials or legal provisions, the SUPPLIER must present the updated data sheet to the RÁBA.
- The SUPPLIER is obliged to hand over to RÁBA the valid "long-term supplier declaration" containing the item number and the code number (goods index, foreign trade statistics) every year, without RÁBA's special request.
- 15.2 If the SUPPLIER has made changes to the product that it also delivers to RÁBA, the SUPPLIER is obliged to inform RÁBA of these changes, regardless of other information requirements.
- 15.3 The SUPPLIER is obliged to make available to the RÁBA all LXXXVIII of 2012 on market surveillance of products. information required by law that is relevant to the assessment of the



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effects on the safety and health of end consumers. In particular, the following information must be provided:

- the basic characteristics of the product, especially its composition, packaging, as well as the regulations for its assembly, installation and maintenance, use, including assembly instructions, installation, maintenance and duration of use.
- the effects of the product on other products, as well as on health and the environment that can be reasonably expected during joint use,
- the presentation, marketing, warnings, external presentation of the product, labelling, user and handling instructions, waste management or other information,
- the effect of using the product on consumers who are exposed to increased risk - especially children, the elderly, and the disabled.

15.4 The SUPPLIER shall provide RÁBA with the information required for registration according to European Community Regulation 1907/2006 on the registration, evaluation, authorization and restriction of chemical substances ("REACH") and, if already registered, the relevant registration confirmations. This also applies to the information and/or registration obligations specified in Regulation (EC) No. 1272/2008 on the classification, labelling and packaging of substances and mixtures. The SUPPLIER must comply with its obligations under REACH and/or Regulation 1272/2008/EC.

In terms of delivering the product and/or fulfilling other obligations, the SUPPLIER must apply the latest state of the art, the relevant safety requirements, the provisions generally valid in the automotive industry (e.g. IATF standards) and all other applicable public law provisions (e.g. decree", "the decree on the mandatory warranty for certain consumer durables"), the decree on substances that deplete the ozone layer, IMDS safety data, etc.), and in particular the special regulations for heavy metals, the EU Directive of September 18, 2000 (2000/53/EG and June 27, 2002 (2002/525/EG)) and the agreed technical data and other agreed specifications. If the products are electronic components, the products must have the automotive certification according to the "AEC-Q" standard.

15.5 The SUPPLIER is obliged to ensure that the supplier's (subsuppliers and all other suppliers in the supply chain, including the original manufacturer, fulfil and comply with 15.4. obligations according to point.

16. Quality control / Spare parts and documentation

16.1 The SUPPLIER must establish and demonstrate a process-oriented quality management system (minimum standard: ISO 9001 in the latest version, but compliance with the IATF 16949 requirements corresponding to the IATF 16949 standard is required). RÁBA reserves the right to audit the effectiveness of the SUPPLIER's quality management system at the SUPPLIER's premises at any time. The SUPPLIER undertakes to comply with the supplier evaluation, first sampling, and the Deliveries/Supplier selection/Manufacturing process/Product release/Quality performance series in accordance with IATF regulations. The SUPPLIER can only start serial production and delivery if the first sample is accepted by RÁBA, regardless of the acceptance of the first sample, the SUPPLIER will always check the quality of the products and carry out the inspection of the products to be delivered.

The SUPPLIER shall make every effort to enforce the obligations under clause 16.1 with its suppliers and to monitor compliance within the supply chain.

16.3 Drawings, CAD data, descriptions, etc. attached or referred to in the order. are mandatory for the SUPPLIER. The SUPPLIER is obliged to examine them for possible deviations. In the event that the SUPPLIER notices actual deviations or suspected possible deviations, the SUPPLIER is obliged to inform RÁBA immediately in writing. If the SUPPLIER does not notify the RÁBA immediately, the SUPPLIER cannot later refer to such discrepancies. The SUPPLIER



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is solely responsible for the drawings, plans and calculations made by the SUPPLIER, even if they have been approved by RÁBA.

- 16.4 When handing over the tools or equipment to RÁBA, the SUPPLIER must present the documentation related to the handling, servicing, maintenance and repair of the tools and equipment at the latest at the time of handover. The SUPPLIER is responsible for CE marking.
- 16.5 If for vehicle safety or emission standards and regulations, etc. responsible authorities request the inspection of RÁBA's respective production sites and documents, the SUPPLIER shall, at the request of RÁBA, provide the authorities with the same inspection rights as RÁBA towards the SUPPLIER, and the SUPPLIER will support them with its best efforts.
- 16.6 The SUPPLIER is obliged to forward all necessary declarations regarding the customs origin of the products ("declaration of origin") to the RÁBA in a timely manner. The SUPPLIER is responsible for all disadvantages that arise due to the incorrect or delayed submission of the required "Supplier Declaration" or "Declaration of Origin" at RÁBA, unless the SUPPLIER is not responsible for such delay or inaccuracy. At the request of RÁBA, the SUPPLIER is obliged to verify the data provided by him regarding the origin of the products on the data sheet confirmed by the competent customs authorities.

17. Spare parts

In the absence of a different agreement, the SUPPLIER is obliged to deliver the product to RÁBA for 15 (fifteen) years from the end of the delivery of series components (series production). If the product cannot be produced at an economically reasonable cost, the SUPPLIER may deliver a replacement product. In the absence of a different agreement for spare parts, the last price valid for the serial delivery, plus the individual packaging costs (if any), are valid for 3 (three) years after the end of the (serial) delivery. After 3 years, the price of spare parts will be determined again based on a cost analysis.

18. Delivery and use of work tools

The assemblies, samples, models, drawings or other documents ("Work tools") that the SUPPLIER prepared according to RÁBA's instructions shall become the property of RÁBA in return for the payment of their consideration by RÁBA. Simultaneously with the payment, the SUPPLIER rents these work tools from RÁBA. The SUPPLIER may only use these work tools to fulfil orders given by RÁBA, not for the benefit of third parties. Access to such documents, devices, tools, etc. by third parties is prohibited without the prior written approval of RÁBA. The SUPPLIER is obliged to store the Work Tools free of charge and with due care at its own expense and risk. At RÁBA's request, the SUPPLIER is obliged to return them to RÁBA at any time without the SUPPLIER having any right of set-off or withholding, unless the parties have expressly agreed to it.

19. Product changes and other changes

The SUPPLIER may not modify the product (including changes to specifications, design and/or materials), manufacturing processes and/or manufacturing location without RABA's prior written consent.

20. Confidentiality and data protection

- 20.1 The SUPPLIER is obliged to treat all information provided by RÁBA as strictly confidential and as a business secret, and to ensure that third parties cannot access such information. This does not apply if this information:
 - a) publicly available, or
 - b) it is made available to the SUPPLIER by a third party who was entitled to provide such information and was not subject to a confidentiality obligation, or



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- c) was already known to the SUPPLIER before receiving the information.
- 20.2 The SUPPLIER is obliged to inform RÁBA immediately if it becomes aware that a third party has obtained confidential information, or if such confidential information has been destroyed or lost.
- 20.3 The SUPPLIER undertakes - unless otherwise agreed in a separate contract - not to use the confidential information outside of the purpose specified in the contract without the prior written consent of RÁBA.
- 20.4 This confidentiality obligation applies to all persons commissioned by the SUPPLIER, regardless of their contractual relationship.
The SUPPLIER is obliged to inform and oblige all persons and employees or any other third parties who have access to confidential information to maintain confidentiality. The SUPPLIER limits the number of such persons to the minimum possible with respect to confidentiality.
- 20.5 This confidentiality and use restriction obligation is valid for the duration of the business relationship and for 10 (ten) years from its termination.
- 20.6 The SUPPLIER undertakes to comply with the relevant legal data protection regulations during its business relationship with RÁBA (for example, the General Data Protection Regulation of the European Union and the relevant national data protection laws).

21. Compliance

- 21.1 The SUPPLIER is obliged to comply with the legal provisions regarding its business relationship with RÁBA. This includes the legal provisions in force at the following locations: The SUPPLIER's headquarters and the SUPPLIER's production site. The SUPPLIER is obliged to comply with all the principles and regulations of the RÁBA Supplier Code of Conduct and Ethics.
- 21.2 The SUPPLIER undertakes to (i) not offer, promise or provide any kind of advantage to a public official or to a third party in respect of him in order to fulfil his duty; ii. does not offer, promise or provide an advantage in the course of a business relationship to an employee or agent of a business in exchange for obtaining an unfair advantage when purchasing goods or obtaining commercial services; (iii) does not solicit or accept an advantage or the promise of an advantage in the course of a business relationship to give yourself or others an unfair advantage in the sale of goods or commercial services in a competitive market; (iv) does not violate applicable anti-corruption regulations and, where applicable, does not violate the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act.
- 21.3 The SUPPLIER undertakes to (i) not promote or allow working conditions that do not comply with relevant laws and industry standards and comply with the conventions of the International Labor Organization (ILO Conventions), and (ii) to comply to applicable laws and industry standards. environmental protection laws.
- 21.4 At RÁBA's request, the SUPPLIER confirms in writing that it complies with its obligations under this clause 21, and that the SUPPLIER is not aware of any breach of its obligations under this clause 21. In the event of a suspected breach of the obligations contained in this clause 21, after communicating the circumstances giving rise to the suspicion to the SUPPLIER, RÁBA is entitled, within the framework of the relevant legislation, to demand from the SUPPLIER that it authorize and participate - at its own expense - in auditing, inspection, certification or due diligence in order to verify fulfilment of the SUPPLIER's obligations according to point 21. The referred procedures can be conducted by the RÁBA itself or by a third party who is obliged to undertake a confidentiality obligation, and the procedure must be conducted in accordance with the relevant legislation.

In the event that the SUPPLIER is in contact with a government official dealing with RÁBA,



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holds a discussion or negotiation with him, or the SUPPLIER involves a third party, the SUPPLIER is obliged to (i) inform RÁBA in advance and in writing, clearly defining the nature of the cooperation, scope, and (ii) upon request, provide RÁBA with written minutes of each conversation or meeting with a government official, and (iii) provide RÁBA with a detailed monthly expense report together with all original supporting documents. "Government official" is any person who performs tasks on behalf of an authority, government body or organizational unit, public company or international organization.

- 21.6 In the event that the SUPPLIER violates its obligations under this point 21, despite RÁBA's notice, and cannot prove that it is not responsible for the given violation, or that appropriate measures have been taken to prevent violations, RÁBA has the right to partially or fully withdraw from individual orders or delivery contracts, or cancel individual orders or delivery contracts in whole or in part. These termination rights also apply in case of serious one-time violations, unless the SUPPLIER is not held liable. In addition, the existing contractual and/or statutory termination rights are still the right of RÁBA regardless of this and without limitation.
- 21.7 The SUPPLIER exempts RÁBA and RÁBA's senior officers and employees from all liability claims, claims, damages, losses, costs and expenses arising from the SUPPLIER's culpable violation of the provisions of point 21.
- 21.8 The SUPPLIER shall make every effort to inform its suppliers of the provisions of this clause 21 and obligate its suppliers accordingly, and regularly check compliance with the provisions within the supply chain.

22. Information and cyber security

- 22.1 The SUPPLIER expressly guarantees that it will provide and maintain appropriate technical and organizational measures and other protections for the adequate security of all information or data belonging to RÁBA (including, without limitation, that confidential information provided by RÁBA to the SUPPLIER will not be copied or download (a) to any portable computer and (b) to any portable data carrier that can be removed from the SUPPLIER's premises, unless such data has been encrypted in each case, and such data is copied or downloaded to the portable data carrier for the sole purpose of storage.
- 22.2 The SUPPLIER shall make all economically reasonable efforts to prevent the theft or loss of the password, or to prevent unauthorized access or use of any data or information of RÁBA, and the SUPPLIER shall immediately notify RÁBA of the theft or loss of any data or information of RÁBA or your unauthorized access or use. SUPPLIER will implement security and physical security procedures for access to and maintenance of RÁBA's confidential information or data that (i) are at least equivalent to industry standards applicable to this type of location, and (ii) provide reasonably adequate technical and organizational conditions . In order to prevent the accidental or unlawful loss, alteration or unauthorized disclosure or access of RÁBA's confidential information or data, the SUPPLIER warrants that it has procedures and security procedures in place to ensure that its information systems are free of viruses and similar errors. The SUPPLIER's systems must not contain any virus, Trojan, worm, "time bomb" or other computer programming routine, device or code that can reasonably be expected to damage, adversely affect, surreptitiously seize or appropriate any system, data or information of RÁBA .

The SUPPLIER's information systems may not contain malicious programs, back doors or other technological routines, devices or codes that may adversely affect the security or confidentiality of RÁBA's systems, information or data. The SUPPLIER shall take all reasonable measures to secure and protect its location and equipment against "hackers" and others who wish to modify or access the SUPPLIER's or RÁBA's systems or the information contained therein without authorization. The SUPPLIER periodically tests its systems for potential areas where security may be compromised.



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- 22.4 The SUPPLIER agrees to notify RÁBA by telephone of any cyber security event affecting access to RÁBA's data or information as soon as possible, but in any case within twenty-four (24) hours from the time when the SUPPLIER discovered such cyber security breach. incident.
- 22.5 The SUPPLIER must (i) provide RÁBA with a summary of the information known about such a cyber security incident, (ii) make commercially reasonable efforts to remedy the effects of such a cyber security incident, (iii) provide reasonable information about the cyber security incident and take appropriate response measures at the request of RÁBA, and (iv) prepare a report to RÁBA within two (2) weeks after the completion of the investigation of the cyber security incident, in which it outlines: the description of the incident, the events that took place and the response steps, and how the SUPPLIER will remedy and to prevent similar events in the future, the timeline of the incident, the suspected perpetrators, what information or data of RÁBA may have been affected, and the financial impact on RÁBA. Corrective actions associated with a cyber security incident shall be implemented no later than two (2) months after the investigation of such incident has been completed.
- 22.6 The SUPPLIER is obliged to indemnify and exempt RÁBA from all liability, especially for losses and damages resulting from an information or cyber security incident of the SUPPLIER's information systems. In the event that the RABA system of the SUPPLIER suffered a loss as a result of a cyber security incident, the SUPPLIER is only entitled to compensation for the deliveries to the extent and proportion thereof after appropriate investigations have been carried out, taking into account all compensation obligations of the SUPPLIER, as well as RÁBA's right of set-off related to any such cyber security incident.
- A delay in payment to the SUPPLIER caused by a cyber security incident in the SUPPLIER's system is not considered a payment delay.
- 22.7 RÁBA has the right to visit the SUPPLIER's premises once per calendar year, directly or through a reputable third party commissioned by RÁBA at its own expense, to review and audit the SUPPLIER's business activities in relation to the SUPPLIER's goods or services, the technical infrastructure, information or data system interaction, in terms of organization, quality, quality control and personnel providing goods and services to RÁBA.
- 22.8 Depending on the nature of the data related to the production and delivery of the product and the need for protection, RÁBA is entitled to demand appropriate guarantees and proof of the appropriate level of information security within the SUPPLIER's business activities, in particular the appropriate certificates

23. Advertising

- 23.1 It is strictly forbidden to use quotation requests, orders, orders by RÁBA and related correspondence for promotional purposes.
- 23.2 The SUPPLIER may only carry out promotional activities in connection with its business relationship with RÁBA with the prior written approval of RÁBA.

24. Miscellaneous Provisions

- 24.1 In the event that the SUPPLIER ceases payment, requests insolvency or out-of-court settlement proceedings or other court proceedings, RÁBA is entitled to withdraw from the contract with regard to the part that has not yet been fulfilled.
- Any provision that is invalid or becomes invalid shall not affect the validity and enforceability of the remaining provisions in force. The Parties agree that the invalid provisions will be replaced by an effective provision that is closest in terms of its commercial and legal scope to the provision to be replaced.
- 24.3 The place of delivery is the place where the SUPPLIER delivers the product.



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- 24.4 The competent and competent court according to the seat of RÁBA has exclusive jurisdiction in all disputes arising from or related to the business (contractual) relationship. RÁBA is entitled, but not obliged, to choose another court that would otherwise be competent for the case according to the applicable law.
- 24.5 The contract is exclusively governed by Hungarian law, without the application of the provisions of private international law, unless the parties agree otherwise in writing. The application of legislation on the international sale of goods, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, is hereby excluded.
- 24.6 These Terms and Conditions of Purchase are written in Hungarian and English. In the event of a discrepancy between the two versions, the Hungarian version shall prevail. The English version is for informational purposes only.

November 29, 2023