

## **General Terms and Conditions - MIRROTRON Ltd.**

### **Terms and definitions:**

Partner – Every natural and juridical person, or organisation, which enters into an agreement with Mirrotron Ltd. Partner (Customer) is a natural or juridical person, which places an order with Mirrotron Ltd. Partner (Supplier) is a natural or juridical person, with which Mirrotron Ltd. places an order.

Agreement – Every obligation created based on mutual and unanimous legal statement of Mirrotron Ltd. and its Partner, which results in the right to demand the service agreed upon in the agreement or the fulfilment thereof; and which generates obligations for the fulfilment thereof.

Publication – Public display on Mirrotron Ltd.'s web site ([www.mirrotron.hu](http://www.mirrotron.hu)).

1. These terms and conditions shall apply to all agreements made by Mirrotron Ltd. and its Partner, unless the parties explicitly preclude the application of these terms. In compliance with this, these terms shall be applied together with the terms of the agreement conducted by Mirrotron Ltd. and its Partner to specify the rights and obligations of both parties. If the agreement conducted by Mirrotron Ltd. and its Partner contains provisions different from these terms, then the provisions stipulated in the agreement shall govern the legal relationship of the parties instead of these terms with regard to the different provisions.
2. Mirrotron Ltd. reserves the right to unilaterally amend these terms with the effective date of publication, unless otherwise stated. Amended terms shall also apply to the agreements already concluded from the date of publication, due to the ongoing nature of Mirrotron Ltd.'s services.
3. The agreement shall be deemed and considered to have been concluded if it has been put in writing and signed by both parties, or by an order sent by one party and confirmed in writing by the other. The agreement made by the parties may be amended only in writing.

### **Terms relating to Customers:**

4. The Partner (Customer) shall confirm the performance of Mirrotron Ltd. in writing, within 8 days from the date of receipt, and at the same time raise objections to the performance of Mirrotron Ltd., regardless of the performance being partial or full performance according to the agreement. Partner (Customer) must check the package immediately upon delivery, and perform quantity and quality check-up on the order items. In case of quality or quantity objections, Partner (Customer) shall inform Mirrotron Ltd. about their objections regarding the delivery in email at [neutron@mirrotron.hu](mailto:neutron@mirrotron.hu), and shall document the insufficiencies related to the objections raised. Partner (Customer) agrees and understands that if they do not inform Mirrotron Ltd. in writing about the objections within the aforementioned time period, or the receipt of delivery is failed due to the accountable behaviour of the Partner (Customer), then

Mirrotron Ltd.'s delivery shall be deemed and considered contractual, and Partner (Customer) may not set up claims in relation to the quality or quantity of delivery or performance afterwards.

5. Mirrotron Ltd. issues an invoice about the partial or full delivery after receiving the confirmation mentioned in Section 4. before, or after the delivery, if the confirmation is not sent by the other party. Mirrotron Ltd. shall send the invoice issued to the Partner (Customer) in email, which shall be deemed and considered effective and contractual communication and service with the Partner (Customer). Partner (Customer) shall settle the invoice within the payment deadline of 30 days.
6. Bank costs related to the payment of invoices for completed services are always shared between the Partner and Mirrotron Ltd.
7. Goods and tools delivered by Mirrotron Ltd. shall remain in Mirrotron Ltd.'s property, until the Partner (Customer) contractually pays the delivery price indicated on the invoice received from Mirrotron Ltd. If the Partner (Customer) fails to settle the invoice, Mirrotron Ltd. is entitled to transport the already delivered goods away from the Partner (Customer), which the Partner (Customer) must allow, and must provide all conditions and perform all activities that are required for Mirrotron Ltd. to take possession of the goods or tools delivered. Partner (Customer) shall bear all related costs, which may be invoiced by Mirrotron Ltd. to the Partner (Customer). Furthermore, Partner (Customer) shall make all legal statements required to achieve the aforementioned without delay, but not later than immediately upon request by Mirrotron Ltd.
8. In case of delayed payment of any of their obligatory debts, Partner (Customer) shall pay an annual 8% default interest to Mirrotron Ltd. as a legal consequence of delay.
9. Mirrotron Ltd. excludes all guarantees or separately and expressly stipulated warranty liabilities, expressed or implied, regarding the equipment and tools provided, manufactured or installed by Mirrotron Ltd., if the Partner (Customer) disassembles or misuses them, or not follows the instructions or information provided by Mirrotron Ltd. In this case the Partner (Customer) may not validate their warranty claims, or Mirrotron Ltd. is not obliged to deliver based on the liability for warranties.
10. Unless otherwise expressly stated in the agreement, Mirrotron Ltd. warrants a warranty period of 1 year for the equipment and tools provided, manufactured or assembled by them from the date of instalment, but at most 1,5 year from the date of the receipt of that specific tool, equipment or other delivery by the customer.
11. Partner (Customer) shall immediately report their warranty claims to Mirrotron Ltd. Partner (Customer) shall be liable for any and all costs, damages, and other legal consequences arisen out of or relating to the delay of the report. In case of well-grounded and duly reported warranty claims, the Partner (Customer) shall observe the order established by Hungarian laws during the validation process, that is, they can request repairing first, and may only set up price reduction claims, if this solution fails.
12. During the terms of the agreements, Mirrotron Ltd. explicitly excludes all liabilities for damages caused by negligent violation of said agreements, which exclusion of liability is agreed and understood by the Partner (Customer) by conducting the agreement. Mirrotron Ltd. otherwise limits its compensation and damages liabilities, and the amount

of the possible damage may not exceed the difference of the amount paid by the Partner (Customer) to Mirrotron Ltd. until the date of the loss, and the costs of resources and materials used to create the provided service or transferred tool. Regarding this, the Partner (Customer) shall unconditionally accept the statement made by Mirrotron Ltd. and corroborated by documents.

#### **Terms related to Suppliers:**

13. Orders placed by Mirrotron Ltd. with the Partner (Supplier) must be confirmed within 3 days.
14. A certificate of completion must be issued and signed by Mirrotron Ltd. is a precondition for the Partner (Supplier) of issuing an invoice.
15. No any examination, check or approval by the buyer exempts the Partner (Supplier) from the liability of fulfilment of specifications related to the supplied product. Any changes or deviation from specification must be recorded in writing by the Partner (Supplier) and approved by Mirrotron Ltd. prior to dispatch of a product.
16. Items ordered from the Partner (Supplier) can only be dispatched if easily and unambiguously identifiable by Mirrotron Ltd. upon arrival. Project number, denominations, quantities should be indicated in a prominent place and size on the package. Small packages or parts within a package must also be individually identified (e.g. by paint markers, labels, stickers). Direct marking on an item is possible only if agreed in advance with the customer, but must not cause any adverse effect on the quality of the product.
17. Qualification certificates for components ordered from the Partner (Supplier) are required as follows: for commercial / standard parts according to EN 10204 - 2.1; for manufactured components according to EN 10204 - 3.1. All documentation requirements (material certificates, measurement or other protocols, commercial documents, etc.) specified in the drawings or any other way are an integral part of the order. Without full submission of the documents and approval by Mirrotron Ltd., the order will not be deemed to have been completed and the payment of the invoice may be withheld.
18. The material certificates and batch numbers must be paired with the manufactured parts. Further documentation requirements are according to the specifications shown on the drawings. Unless otherwise specified, the language of the documentation is English. Multilingual information must include English. Attached Translation Assistance is also applicable.
19. In case of providing services, or shipping or cession of product(s) or goods to Mirrotron Ltd., Mirrotron Ltd. shall pay the value received with a payment deadline of 30 days after contractual delivery and receipt of invoice. Mirrotron Ltd. shall not be considered overdue with the payment settled within the 30-days period, even if the payment deadline on the invoice indicates a shorter time period.

20. In case of delay with non-pecuniary delivery to Mirrotron Ltd., the Partner (Supplier) shall pay daily penalty for the time period of the delay, which penalty equals to 0.25% of the contractual value, up to a maximum of 15%. Mirrotron Ltd. may include the amount of delay penalty claims into the amount to be paid to the Partner (Supplier), and contractually performs its payment obligations by paying the price reduced by the amount of penalty.

### **Terms related to confidentiality and data protection**

21. Provided the parties have been engaged in mutual commercial relationship prior to the existence of this document, the scope of the present confidentiality terms shall apply to all prior co-operations. If the agreement conducted by Mirrotron Ltd. and its Partner contains provisions on confidentiality different from these terms, then the provisions stipulated in the present document shall be regarded as effective.
22. The parties hereby covenant that any person involved in and contributing to the co-operation, as well as their close relatives, shall maintain the confidentiality of all widely interpreted documents, data, facts, information, knowledge, software, intellectual property, and studies which become known to them or are obtained by them relating to or during the term of the co-operation, and all information concerning the businesses, methods, plans and operation of each parties shall be regarded as trade secret. Such trade secrets include the following or similar information (either in written format or in the stage of development): plans, concepts, designs, ideas, inventions, technical requirements, technologies, discoveries, models, data, source codes, object codes, documentations, figures, flow charts, researches, developments, processes, methods, know-hows, information relating to new products or new technologies, marketing materials, marketing plans, calendars, strategies and development plans (including future trademarks and brand names), the names of customers, any information concerning customers, pricing policies, and personal data managed under the terms agreed upon by the parties. In the course of their actions the parties shall not use these information for their own benefit or for the benefit of any third party nor shall they disclose them to any third party. Furthermore, the parties shall not divulge or disclose, either directly or indirectly, any information relating to the operations, actions, bank accounts, financial situation, economic results or plans, partners, subcontractors of any other organizations within the scope of their activities nor any information regarded as trade secret or relating to the solutions, applications etc. applied by either parties. The parties shall not use trade secrets for their own benefit nor for the benefit of any third party. The parties shall not disclose no such information obtained in the course of their joint actions to any unauthorised party the disclosure of which could result in any disadvantage to either parties or to another person. No diversion from the present provision shall be made without the explicit statement of the parties.
23. Information is not regarded as trade secret if it is generally known in the given field of application or is publicly and indirectly available. Nor is such information regarded as trade secret which the party so entitled shares with the other party expressly referring to it as 'public' or 'non-confidential'. Neither of the parties is entitled to share or disclose trade secrets unless:
  - a. the public disclosure of the trade secret or disclosure to a third party is required by the applicable laws;

- b. when either party is required to disclose a trade secret to a co-operator contracted in accordance with the basic contract or with the present terms, provided that such disclosure is necessary to the implementation of the basic contract or of the present terms;
  - c. when required to disclose a trade secret by a decision or measure of a supervisory authority or a court of law, provided that the party promptly notifies the other party, to the extent of its legal possibilities, of such required disclosure.
  
- 24. The parties ensure that personal data are exclusively available to the authorized persons/employees. The parties furthermore ensure that any person authorized to manage personal data is bound by a confidentiality obligation – minimally to the extent included in the basic contract or in the present terms – or are subject to confidentiality obligation under the rule of law. The obligation of confidentiality does not apply to cases when providing information is required pursuant to these terms or by law. The parties shall keep proper record of the confidentiality obligations agreed upon, and shall be able to present the documentation thereof anytime at the other party's request.
  
- 25. The parties hereby covenant that they shall make no copies or extracts of any documents containing trade secrets or personal data obtained pursuant to the basic contract or these terms, except with the written consent of the other party and shall not allow introspection, nor shall they in any other way reveal the content thereof to any third party unless required otherwise by the present terms.
  
- 26. The parties commit to confidentiality obligation for an indefinite period of time, regardless of the accomplishment or termination of contractual conditions. In the event of breach of the confidentiality obligation, the party responsible for the violation shall be liable for the overall compensation of damage resulting from the breach. The breach of the confidentiality obligation by the person authorized by either parties to manage personal data, shall be deemed a breach of confidentiality by the party responsible for the violation.
  
- 27. Upon the (partial or full) completion of their activities, each party shall return to the other party, without request, all equipment and documentation (if any) as well as any intellectual creation made available for them and shall delete all personal data obtained.
  
- 28. The agreement and the legal relationship of the parties is governed by Hungarian law in any cases, regardless of the agreement's language, place and circumstances, and all possible differences shall be litigated under Hungarian jurisdiction. If litigation arises between them, the parties consent to the exclusive jurisdiction of Budai Központi Kerületi Bíróság (BKKB, Central District Court of Buda) or — in case of BKKB's inadequate jurisdiction — Budapest Környéki Törvényszék (Budapest Environs Regional Court).
  
- 29. Issues not regulated in the agreement, including these terms, shall be governed by the relevant provisions of Hungarian laws.

30. If the agreement is translated into multiple languages and signed by the parties, then in case of litigation the Hungarian language version shall prevail in the parties' legal relationship.