

GENERAL TERMS AND CONDITIONS

The present General Terms and Conditions (hereinafter referred to as “GTC”) shall be applicable for the delivery / works contracts made by **SPIE AGIS Fire & Security Contractor and Engineering Limited**, as customer (hereinafter referred to as “**Customer**”), unless the contracting parties have agreed otherwise in writing.

The present GTC shall be annexed to the delivery / works contract made by the Customer to form an integral part of it.

1. Conclusion of the Contract

- 1.1 The contract (hereinafter referred to as “**Contract**”) shall be concluded on the day on which the Contract is duly signed by both parties, or when the Customer receives the Supplier’s order confirmation related to the order.
- 1.2 Upon the conclusion of the Contract all former agreements and correspondence related to the subject of the Contract shall cease to apply.
- 1.3 The Contract made between the parties consists of the contract front sheet (hereinafter referred to as “**Contract Front Sheet**”) containing the specific conditions duly signed by the parties, the present general terms and conditions, and the further annexes which are accurately listed on the Contract Front Sheet, and which form an integral part of the Contract.
- 1.4 If there is a discrepancy between the Contract Front Sheet, the present GTC and the annexes, primarily the Contract Front Sheet, secondarily the annexes, and finally the clauses of the GTC shall be applied.

2. Subject of the Contract

- 2.1 If the subject of the Contract is the delivery of Goods, the Supplier shall be obliged to deliver the products specified in the Contract (hereinafter referred to as “**Goods**”) to the Customer.
- 2.2 If the subject of the Contract is the provision of works (hereinafter referred to as “**the Subject of Works**” and or “**Equipment**”), the Supplier shall be obliged to deliver the products and perform the tasks specified in the Contract.

3. Supplier obligations

- 3.1 The Supplier has the valid licences and all the legally required documentations that are necessary to perform the present Contract.

If the Supplier lacks any official authorisation that is necessary to perform the present Contract, the Supplier shall obtain such authorisation until the date of delivery without delay.

The Supplier shall enclose the official authorisations to each delivery without special request being made.

- 3.2 The Supplier shall be obliged to inform the Customer about the dispatch of the delivery both by fax and e-mail.
- 3.3 The Supplier shall be obliged to insure the Goods against ‘all risks’ at its own expense for the content of the transport.
- 3.4 The packaging of the Goods must comply with the international transporting rules and the conditions required by the features of the Goods. All delicate and fragile objects (e.g. instruments, glass, etc.) must be provided with special protecting packaging.

If the features of the Goods require the provision of a special (warning) sign, the Supplier must display such sign (e.g. fragile) in a prominent way on the Goods.

- 3.5 At the delivery, the Goods must be supplied with a packing list that includes the Contract number, the package number, the name, the value and the gross and net weight of the Goods item and also indicates its accessories and the documentation.
- 3.6 All accessories must be delivered with the Goods (machine or Equipment) to which they belong. The technical description, the installation and maintenance instructions must also be delivered together with the Goods.
- 3.7 The Supplier shall deliver the Goods, or in case of works, the Subject of Works to the Customer at the place of delivery specified in the Contract.
- 3.8 At the completion of the contract the Supplier shall be obliged to provide the Customer with the valid user documentation and manual related to the use of the products that form part of the Goods or the Subject of Works, in at least 1 copy in Hungarian. The Customer is entitled to make further copies of the user documentation and manual provided by the Supplier at its own expense.
- 3.9 Further conditions in case of a works Contract:
 - 3.9.1 The Supplier shall deliver the devices and products that are necessary for the Subject of Works at its own expense and assemble the Equipment in a way that ensures its operation according to the requirements of the Contract.
 - 3.9.2 The Supplier shall ensure the appropriate storage of the delivered materials until their installation or utilisation at its own expense and risk. It is the Supplier's obligation to provide appropriate protection and guarding for the working area, the materials and the warehouses, if such warehouses are needed.
 - 3.9.3 The Supplier shall take out property and liability insurance at its own expense for the subject of the Contract and for all Equipment and materials which can be found at the place of delivery, and which are needed for the purpose of the Contract, for the period starting at the overtaking of the working area and ending at the delivery of the Goods.
 - 3.9.4 In order to fulfil its obligations related to the installation and the delivery procedure, the Supplier sends its experts specified in the Contract to the place of the works.
 - 3.9.5 The Supplier shall be obliged to prepare the personnel of the Customer during the delivery and acceptance procedure for the operation, maintenance, care and repair of the Equipment that makes the subject of the Contract. The training fees as well as any additional costs related to the training are included in the Contract value.

4. Quality and control of the Goods:

- 4.1 The subject of the Contract must comply with the standards, contractual requirements and other technical conditions specified in the Contract. All applied materials must be new and of the best quality. The quality of the Goods and the quality of the materials used in the Goods must be documented with quality certificates or with the certificate of the Supplier. The Supplier shall be obliged to perform the tests and examinations necessary for this purpose or have them performed at its own expense.
- 4.2 The Customer is entitled to check the quality of the products to be delivered before or during their installation by the Supplier. The participation of the Customer in the examinations and workshop tests specified under 4.1. or the minutes of such examinations and tests, etc. shall not exempt the Supplier from the fulfilment of its contractual obligations and shall not deprive the Customer of the right to enforce its demands as set out in the present Contract.
- 4.3 The Supplier shall be entitled at all times to check the process and quality of the tasks that form the Subject of Works and their compliance with the implementation plans, documentations and deployment plans.

5. Representatives of the Parties, Construction Log (Works)

- 5.1 In case of a Work Contract, the Supplier shall open and keep a construction log from the handover/takeover of the installation area. Only the representatives appointed for communication by the Supplier and the Customer, and their deputies shall be entitled to make an entry into the construction log. The construction log must be recorded in 2 copies, of which the Supplier shall hand over 1 copy to the representative of the Customer on a daily basis.
- 5.2 The local representatives of the Supplier and the Customer shall not be entitled to amend the Contract or make any agreement that affects the terms and conditions of the Contract.
- 5.3 All information related to the takeover of the installation area, on-the-spot checks and inspections, the conditions of handover/takeover, the commencement and completion of each task, the checks, inspections and measurements, the results, etc. must be recorded in the construction log. Furthermore, the construction log shall keep record of all statements and circumstances that are important in relation to the contractual obligations of the contracting parties. The log shall also contain the statements and agreements of the Supplier's and Customer's local representatives.

The Supplier's and the Customer's representatives shall sign the construction log on a daily basis. If there are any differences of opinion, the objections of the other party or the different positions must be clearly indicated in the construction log.

6. Handover – acceptance procedure (Works)

- 6.1 In case of a works contract, the subject of the Contract shall be handed over by the Supplier and accepted by the Contractor, when they have successfully completed the handover – acceptance procedure. The handover – acceptance procedure shall be successful, if all contractual specifications have been fulfilled, and the Subject of Works meets the requirements of the Contract.
- 6.2 The Supplier is aware of the fact that, in the form of subcontracting, its obligations to fulfil the requirements of the present Contract make a part of the contractual obligations undertaken by the Customer (hereinafter referred to as “**Main Contract**”), and therefore the Supplier notes that the subject of the Contract may only be accepted when the tasks performed by the Customer, which include the tasks forming the Subject of Works, are also accepted in accordance with the Main Contract.

7. Deadlines and completion

- 7.1 The Supplier shall be obliged to deliver the Goods, or, in case of works, hand over the Subject of Works by the deadline specified the Contract.
- 7.2 In case of Works, the Customer is entitled to withhold 10 % of the gross value of the Contract to be paid to the Supplier, as a guarantee of the Supplier's contractual performance (hereinafter referred to as “**Good Performance Guarantee**”). The Good Performance Guarantee is applicable for the time of performing the works, and the amounts withheld as Good Performance Guarantee shall be settled after the performance, at the payment of the final invoice.
- 7.3 In case of delivery, the Contract shall be deemed completed when the Goods are handed over to the Customer together with the required technical documentation at the place of delivery defined in the Contract.
- 7.4 In case of Works, the Contract shall be deemed completed when the Subject of Works is accepted by the Customer and the required technical documentation is handed over by the Supplier at the place of delivery defined in the Contract after the successful closure of the handover – acceptance procedure, when the handover, as well as the acceptance of the related documentation has been recorded by the Parties in the minutes, and the acceptance has also taken place in respect of the Main Contract as specified under point 6.2.

- 7.5 In case of a delay, the Supplier shall be obliged to pay a penalty of delay to the Customer, the amount of which – unless otherwise specified by the parties in the Contract Front Sheet – shall be 2 % of the value defined in the Contract for each day of delay, up to a maximum of 20 % of the contractual value. The penalty must be paid within eight days from the date of the delayed delivery.
- 7.6 If the Supplier is late in performing its contractual obligations for more than ten days beyond the contractual deadlines, the Customer shall be entitled to withdraw from the non-performed part of the Contract, or if the performed parts of the Contract cannot be used as intended, or only at a disproportionally high cost, the Customer may also withdraw from these parts of the Contract.
- 7.7 In case of withdrawal, the Supplier is obliged to pay a penalty of 20 % of the contractual value to the Contractor within 8 days. Any amounts that might have been paid as penalty of delay shall be counted into the amount of the cancellation penalty.
- 7.8 The validation of penalty claims against the Supplier shall not affect the Customer's right to claim compensation from the Supplier for the damage exceeding the penalty.

8. Guarantee

- 8.1 The Supplier gives a two-year guarantee on the delivered Goods or on the Subject of Works from the date of completion in accordance with point 7.2 and 7.3, unless the parties agree on another guarantee period in the Contract Front Sheet. The Supplier guarantees that the quality of the delivered Goods or the Subject of Works, both from the point of the applied materials and of the implementation, complies with the contractual requirements and helps to achieve the purpose of the Contract.
- 8.2 In case of Works, the Supplier guarantees the competent, complete and correct implementation of the Goods or of the installation work, the use of appropriate additional materials, the compliance with the contractual regulations, standards and rules relating to the implementation, and the competent training of the Customer's personnel for the operation and maintenance of the mechanical and technical Equipment.
- 8.3 The Supplier guarantees that the delivery of the Goods, the provision of services based on the present Contract and the related maintenance work do not infringe the right of any third party.

If a third party takes action against the Customer for the infringement of its interests, validates claims, or commence a lawsuit or other proceeding, the Supplier shall be obliged to provide defence for the Customer, to fully compensate the Customer, and to pay all the related expenses.
- 8.4 The Supplier shall be obliged to rectify all failures of the Goods or services that occur during the guarantee period at its own expense without delay, either by repair or replacement at the Customer's choice, and to restore the conditions as described in the Contract at its own expense. Any minor failures that can be competently rectified by the Customer may be rectified by the Customer at the Supplier's expense.
- 8.5 The Supplier shall be obliged to take all necessary measures to rectify the failures without delay after the report of such failures, and to inform the Customer about these measures.
- 8.6 The guarantee obligation shall not apply to any failures of which the Supplier can prove that it occurred after the handover.
- 8.7 If the Supplier fails to fulfil its contractual obligation with regard to the guarantee or fails to fulfil it in a timely and appropriate manner, the Customer shall be entitled to rectify the failure at the Supplier's expense and risk, or have it rectified by a third party, or demand a reduction of price, at its own choice.

If the Customer is unable to rectify the failure or have it rectified by a third party, and/or the parties are unable to agree on a price reduction, the Customer shall have the right to withdraw from the

Contract partly or completely. In case of a withdrawal the Customer shall be entitled to a cancellation penalty of 20%.

- 8.8 The Customer is entitled to report all objections to the Supplier in relation to the Goods, the Subject of Works, or its quality or quantity within 30 days after the expiry of the guarantee period.
- 8.9 If the Goods, or the appliance that forms the Subject of Works, or any of its parts do not operate as intended due to a failure that falls within the scope of the Supplier's guarantee obligation, the guarantee period for the malfunctioning part shall be extended by the time of the malfunction.
- 8.10. In case of works, the Customer shall be entitled to retain 5 % of the gross amount of the contractual value to secure the Supplier's fulfilment of its guarantee obligation until the expiry of the guarantee period, unless the parties agree on a different amount in the Contract Front Sheet (hereinafter referred to as "**Guarantee Retention**"). The amount of the Guarantee Retention shall be retained from the amount of the final invoice. If the parties agree on the replacement of the Guarantee Retention with a bank guarantee in the Contract Front Sheet, the Guarantee Retention may be replaced with a bank guarantee of the same amount, which is valid for 30 days after the expiry of the guarantee period, and the content of which has been accepted by the Customer. The Supplier shall be obliged to hand over the bank guarantee to the Customer until the due date of the final invoice, as the latest. The Customer shall not be obliged to accept the bank guarantee as a replacement for the Guarantee Retention beyond that date.

If the expiry of the guarantee period is modified, the Supplier shall be obliged to modify the validity period of the bank guarantee accordingly or provide a new bank guarantee with a validity corresponding to this period.

The Guarantee Retention (or bank guarantee) may be used in case of the Supplier's defective performance, if the Supplier do not fulfil its guarantee obligation or fails to fulfil it according to the contract.

9. Contract value, payment terms

- 9.1 The contract value specified in the present Contract includes the fees of all the services as set in the present Contract. The contract value is fixed; it cannot be modified by the Supplier. The contract value shall be paid together with the relevant VAT.
- 9.2 The Supplier shall be entitled to issue an invoice to the Customer at the completion of the Contract. The Supplier may be entitled to issue partial invoices if it is set in the Contract.
- 9.4 The payment is made by the Customer within 45 days from the receipt of the invoice by bank transfer. In case of a works contract, the Customer shall be entitled to retain the amount of the Good Performance Guarantee defined under point 7.2 from the sums of the invoices, and the amount of the Guarantee Retention defined under 8.10 from the sum of the final invoice, unless this latter has been replaced by a bank guarantee. The retention for Good Performance Guarantee shall be settled at the payment of the final invoice, while the Guarantee Retention shall be settled within 30 days from the expiry of the deadline for good performance.
- 9.5 In case of late payment, interest on arrears shall be paid according to the current base rate of the central bank.
- 9.6 The Supplier shall be obliged to pay a fee equal to 2 % of the contractual value for the services which are necessary for performing its work (electricity, water, toilet facilities, changing rooms and their cleaning, etc.), of which the Customer shall issue an invoice to the Supplier. The Customer shall be entitled to count the fee of the above services into the amount payable to the Supplier according to the Contract.

10. Right of ownership and transfer of risk

- 10.1 The right of ownership and the risk related to the subject of the Contract shall be transferred from the Supplier to the Customer when the Customer has accepted the Goods or the Subject of Works at the place of delivery.

11. Exemption from the consequences of late performance

- 11.1 The contracting parties shall be exempted from the consequences of late performance for the period of time of which they can prove that their failure of fulfilling their obligations on time is due to force majeure.
- 11.2 In case of force majeure the party prevented from fulfilling its obligations shall be obliged to immediately inform the other contracting party of the occurrence, the expected duration and the expected end of the force majeure event.
- 11.3 The contracting parties shall not be exempted from the consequences of non-performance or non-contractual performance, if it is due to measures taken by the authorities.
- 11.4 Furthermore, the contracting parties shall not be exempted from the consequences of non-performance or non-contractual performance, if it is due to unexpected and extraordinary circumstances, if these circumstances do not make the performance impossible only hinder it or make it considerably more difficult.

12. Other provisions

- 12.1 The parties shall strive to settle any disputes arising from the present Contract in an amicable way. In case no settlement can be reached through negotiation, the parties submit to the exclusive jurisdiction of the Arbitration Court (Budapest) attached to the Hungarian Chamber of Commerce and Industry to settle any disputes arising from the present Contract, or in connection with the present Contract, of its breach, termination, validity or interpretation, applying the rules of procedures of the Arbitration Court. The number of arbitrators shall be three, and the language of arbitration shall be Hungarian.
- 12.2 The Contract shall be governed by the Hungarian law.
- 12.3 If any of the provisions of the Contract is invalid or unenforceable, becomes invalid or unenforceable, or a legal gap is identified, it shall not affect the validity of the other provisions. In this case the contracting parties shall be obliged to replace the invalid or unenforceable provision or the legal gap with a valid and enforceable provision which is the closest to the meaning or economic purpose of the invalid or unenforceable provision.
- 12.4 The Contract may only be modified or amended in a written form provided with the authorised signature of the Parties.
- 12.5 The Supplier may only transfer its contractual rights and obligations to a third party with the prior written consent of the Customer. However, in this case the Supplier shall remain generally obliged to the Customer with regards to the transferred obligations as well.
- 12.6 The contracting parties are entitled to use the received data, documentation and plans only for the purposes of the present Contract. At the same time, the parties commit themselves not to make these data, documentation and plans accessible for a third party.

- 12.7 The Supplier shall only be entitled to commission a subcontractor with the explicit written agreement of the Customer. The Customer must be immediately informed about any intentions to use a subcontractor. The Customer shall be entitled to refuse the subcontractor within 15 days after the receipt of the notification by giving the reasons of the refusal.

12.8 Compliance

SPIE is fully committed to complying with legal provisions and the highest ethical and integrity standards, in accordance with its special responsibility. We are convinced that commitment is also economically effective in the long term and creates the full confidence of our business partners in us. We have summarized our rules of conduct in a code of ethics, which is available on our website (<https://spie-agis.hu/sites/default/files/docs/spie-etikai-kodex.pdf>).

We also make a special effort to ensure that our core values defined in the code of ethics are accepted and applied by the entire chain of our suppliers, subcontractors, service providers and partners. Therefore, the contract signed with partners also means that our partners have become familiar with our code of ethics and also confirm their full compliance with the basic values defined there.

SPIE Charta for Suppliers and Subcontractors and CSR-Certification

The Contractor/Supplier declares that they have read, understood, and accepted the SPIE Supplier and Subcontractor Charter made available by the Customer and accessible at the following link. The Contractor/Supplier accepts its content of the Charter binding upon themselves and undertakes to fully comply with its provisions: <https://spie-agis.hu/sites/default/files/docs/spie-beszallito-szabalyzat-2025.pdf>

Furthermore, the Contractor/Supplier undertakes to ensure that the provisions of the above Charter are equally observed and applied by their employees, subcontractors, and/or suppliers to at least the same extent as they themselves are obliged to comply under these General Terms and Conditions.

The principle of sustainability is the guiding principle for economical, ecological and social responsible actions. SPIE places sustainable development at the heart of its strategy. In this respect, SPIE is increasingly making award decisions dependent on the CSR rating of its Suppliers and Subcontractors.

SPIE regularly conducts CSR certifications on the environmental, social and ethical behaviour of its suppliers and subcontractors with independent service providers. The Contractor undertakes to participate in the certification initiated by SPIE and to determine its CSR rating. For this purpose, SPIE shall name relevant service providers from which the Contractor can be audited. Fees associated with the auditing shall be borne by the Contractor.

Further information can be obtained by the Contractor from the responsible SPIE contact in procurement.

Climate protection

SPIE is equally committed to the high standards it sets for its business partners in terms of responsible corporate governance. SPIE is also committed to reducing its CO2 emissions. To achieve this target, SPIE also needs the contribution of its business partners.

GDPR

The Contractor/Supplier declares that they process any personal data made available to them in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter: GDPR), with particular regard to the legal bases for data processing set out in Article 6 of the Regulation.

Furthermore, the Contractor/Supplier undertakes to process personal data solely to the extent and for the duration necessary for the fulfilment of their contractual obligations, to ensure the security of the data through appropriate technical and organizational measures, and to promptly notify the Customer of any data protection incidents related to the processing.

Confidentiality

The Contractor/Supplier undertakes to keep confidential all facts, data, and information that come to

their knowledge during the performance of contract with Customer, and shall not disclose or make such information accessible to any third party without the prior written consent of the Customer. This confidentiality obligation shall remain in effect for a period of three (3) years following the termination of this contract.

The Contractor/Supplier further undertakes to impose this confidentiality obligation on their subcontractors as well.