

Supply Contract

which was entered into by and between

company name: **Globomax Zártkörűen Működő Részvénytársaság**
registered seat: H-1155 Budapest, Wysocki utca 1.
company registration number: 01-10-047166
tax number: 23504550-2-42
bank account number: CIB Bank: 10700581-12098453-51100005

as **supplier** (hereinafter referred to as supplier)

and:

name/company name:
address/registered seat:
company registration number: :
tax number/tax identification number:
bank account number:

as **customer** (hereinafter referred to as customer)

with the following terms and conditions:

1. Subject matter of the contract

Within the framework of a proprietary export transaction, the supplier as seller shall hand over and the buyer as customer shall accept the goods owned by the seller, as specified in clause 2.

2. The goods subject to the sale and purchase

make, type number:
individual serial identification number:
physical data (size, weight):
license or registration number:
specific properties under the order (colour, equipment, etc.):

product's net price/piece:
VAT% and sum/piece:
gross purchase price/piece:

Number of ordered products:

3. Delivery date, further conditions for performance

3.1. Date of purchase order:

3.2. Date of delivery: see clauses 5.1. – 5.3.

3.3. The customer shall be obliged to accept the ordered and delivered goods without delay. Refusal to accept the goods shall be deemed as breach of contract by the customer.

Guarantee

4.1. The supplier warrants that the products marketed by it are of a quality corresponding to standard MSZ ... and comply with the relevant legal provisions in force in all respects.

4.2. The customer shall certify quantitative acceptance by signing (and stamping in case of a business entity) the delivery note or the copy of the invoice retained by the supplier, he shall bear the risk of damage from that time on. The fact of quantitative acceptance shall not affect the right of the buyer (customer) to make quality claims, which he shall be entitled to also subsequently under the general rules. If the customer fails to accept the goods in person, the accepting person in possession of his stamp shall be deemed as his representative acting with full authority; therefore, the fact of handover shall not be disputed on the ground of this.

4.3. If the customer establishes upon acceptance that the quantity, gross weight, number of pieces, or the quality of the goods does not correspond to the data specified in this supply contract, the delivery note or the invoice, the parties shall draw up a report on this fact without delay (at the time of acceptance). The customer may not make a complaint regarding quantity after acceptance. The customer may not make a warranty claim against the supplier in the event where the defect of the goods occurred for a reason attributable to the former (in particular, but not exclusively: in the course of incompetent unwrapping, storage, use contrary to the intended purpose, disassembly), or where he fails to make the complaint in due time. The customer shall be obliged to notify the supplier of the defect within 3 business days from detection in writing and to simultaneously return the goods subject to the quality complaint by post to the registered seat of the supplier at the expense of the supplier. The supplier's liability under warranty shall exist as long as the consumers may enforce warranty claims against the customer.

4.4. The customer shall be deemed as a consumer if the customer is not a commercial entity or a sole proprietor.

4.5. In the event where the product becomes defective for the first time, the customer shall repair it within 8 days from the return of the product; if the product cannot be repaired, he shall replace the product with a product (free from defect) with identical specification to the original one within another 21 days.

4.6. If it is not the first time that the product becomes defective, and the product cannot be repaired within 8 days, then – at the option of the customer – the supplier shall replace the product with a new product under clause 4.5., or refund the purchase price of the product.

5. Payment method

5.1. Based on the purchase order, the supplier shall send a proforma invoice on an amount equivalent to 30% of the product's gross price, and the customer shall be obliged to settle the invoice within 5 business days from receipt. In case of the customer's delay, the purchase order shall be deemed ineffective, the advance invoice can be cancelled and the proforma invoice shall lapse. Parties agree

that up to 15% of the full purchase price, the proforma invoice paid shall be deemed as a deposit. Parties are aware of the legal characteristics of deposit, including in particular:

- the party responsible for the failure of the contract shall lose the deposit, or shall reimburse double of the deposit received,
- if the contract fails as a result of the conduct of both parties or a mutual breach of contract, double of the deposit shall be paid back,
- the deposit shall be deemed as liquidated damages, but the injured party shall be entitled to enforce its claim for damages in excess of the deposit,
- in case of the performance of the contract, the deposit shall be included in the purchase price.

5.2. If the proforma invoice is paid in due time, the supplier shall issue and send to the customer an advance invoice based on the performance and manufacture the product within 60 days. The supplier shall notify the customer when the products are finished and issue a proforma invoice on the outstanding 70% of the product's price (with a payment deadline of 5 business days). If the proforma invoice is paid in due time, the supply shall issue the final invoice, which shall be delivered to the customer together with the product. In case of any delay in the payment of the proforma invoice, the supplier shall send a payment notification once, and the customer shall have the following 3 business days to settle the proforma invoice. If this deadline also expires without any result, it shall be deemed that the supply contract failed for a reason attributable to the customer and it shall lapse. In this case, the supplier shall issue a corrected advance invoice, reduce the amount to 15% of the full purchase price and transfer the difference back to the customer. The supplier shall be entitled to retain the rest of the amount under the legal title of deposit.

5.3. If the customer pays the proforma invoice on the 70% in due time (or within the additional deadline), the supplier shall be obliged to deliver the product within 3 business days from the payment. In case of the supplier's delay exceeding 5 business days, the customer shall send a notification to the supplier once; if the delivery fails to take place within 3 business days from the notification, the customer shall be entitled to withdraw from the contract by notifying the supplier in writing, and the supplier shall be obliged to transfer 100% of the purchase price of the ordered product back to the customer, as well as an additional 15% under the legal title of deposit.

6. Duration of the contract

6.1. Under this contract no permanent legal relationship is established between the parties. The contractual relationship between the parties lasts until the completion of the purchase order; upon completion the contractual obligation shall cease. Subsequently, the supplier shall only have guarantee (warranty) obligation within the warranty period; there shall be no further obligations or rights.

7. Miscellaneous provisions

The matters not regulated in this contract shall be governed by

- Act V of 2013 on the Civil Code (hereinafter "Civil Code"),
- Decree No 151/2003. (IX. 22.) on mandatory commercial guarantee for certain durable consumer goods.

As regards this contract, the parties stipulate the exclusive jurisdiction of the courts in Hungary with the specification that the rules of Act CXXX of 2016 on the Hungarian Code of Civil Procedure shall apply to any judicial proceedings.

Place and date:

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Globomax Zrt. supplier

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Customer