

STANDARD PURCHASE TERMS AND CONDITIONS OF CERTA KFT.

1. Introductory provisions

1.1 For the purposes of the present SPTC the Ordering Party is: Certa Kft. and the Supplier is: any of the Ordering Party's inland or foreign partners selling products - other than investment goods - (hereinafter the "Goods") or services to it based on a relative Supply contract or individual order. These persons are jointly referred to as: "Parties".

1.2 The Supplier is aware that the Goods sold by it are part of an automotive supply chain. The Supplier is aware that the features of the Goods have been discussed with the End-user of the goods produced by the Ordering Party and with the members preceding the Ordering Party in the supply chain and the order is placed with the Supplier with regard to this.

The Parties are aware that the manufacturing process is such that no defective part can be repaired individually, if a part proves to be defective, the whole technical unit must be exchanged. The Parties are aware that as a consequence both the Supplier's and the Ordering Party's activity related to the manufacturing process must be of high technical level and involve increased procedure responsibility.

Based on the above the Supplier acknowledges that the Ordering Party has the right to check the Supplier's manufacturing process related to the Goods (audit) at any preliminary agreed time during regular working hours. The Supplier will be bound to eliminate the non-compliances and shortcomings discovered during the audit without delay and to fulfil its developments as agreed with the Ordering Party as well as to participate in the supplier development procedures should the Ordering Party deem it reasonable either as a result of the audit or in view of quality problems.

1.3 The Supplier will have to produce and deliver the Goods to the Ordering Party in the quality determined by the Ordering Party, in harmony with the relative standards, as the relevant ISO-, EN-, DIN-, VDE- standards and taking into account the quality provisions usually applied in the market, and if documentation is prepared concerning the technical parameters of the Goods, then in compliance with such documentation. The Supplier states to be aware of the quality and technical stipulations of the End-user and of the members preceding the Ordering Party in the supplier chain and warrants to meet those in connection with the Goods. The Supplier maintains a Quality Management system that at least complies with the requirements of the ISO 9000 - quality standards and will maintain and further develop these in a conforming manner throughout the term of cooperation.

1.4 The Supplier is obliged to provide prior notification well in advance to the Ordering Party of any change in the Goods; this shall also apply for Goods the supplier deals with third parties. The Supplier also engages to provide immediate written notification to the Ordering Party of a planned alternation to the production or inspection process, respectively any change in the manufacturing location. In either case, the Ordering Party reserves the rights to retest the Goods due to the above-mentioned changes and/or to carry out a technical approval process. The Ordering Party reserves the rights to reject these changes, if the Goods do not pass the product qualification process because of any of the above-mentioned changes.

1.5 If the Parties conclude a supply frame contract with each other, the quantities indicated therein will be only of informative nature, which are based on the preliminary assessment made by the End-user. In such a case

the individual orders will determine the actual quantity to be delivered. The Ordering Party will have no liability to take over quantities over the volume indicated in the individual orders.

1.6 The introductory provisions are part of the SPTC and have legally binding force.

2. Orders, concluding and modifying contracts

2.1 Offers and samples provided to the Ordering Party by the Supplier shall be free of charge and without any obligations encumbering the Ordering Party.

2.2 Supply contracts (the offer and the acceptance thereof), the orders, modifications of and supplements to these will be valid only if made in writing.

2.3 The Ordering Party is entitled to withdraw its order should the Supplier fail to confirm it in writing within 3 working days after the receipt thereof.

2.4 The Supplier is bound to ensure that the Ordering Party shall become aware in due time of all the data and circumstances regarding the Goods which are important from the aspect of the processing procedure carried out by the Ordering Party, from the aspect of the members preceding the Ordering Party in the supply chain and of the End-user.

2.5 The Supplier warrants that the Goods meet the relative technical and other stipulations, standards, documentation made available and where it is relevant, that the Goods are suitable for use at the point where the Ordering Party is member in a supply chain and that the Goods correspond to the latest scientific and technical progress.

2.6 By confirming the order the Supplier accepts and acknowledges the provisions of the Standard Purchase Terms and Conditions of Certa Kft.

3. Payment, prices, transfer of title and risks, invoicing

3.1 The Supplier shall be entitled to issue an invoice/invoices in accordance with the payment schedule set out in this clause, against the documentation required therefor (signed performance certificate, handover/acceptance protocol), in accordance with the accounting laws in force. Payment shall be made within 30 days of the issuing of the invoice, via wire transfer, unless it has been otherwise agreed between the Ordering Party and the Supplier. If the Parties agree to payments in instalments, the Supplier shall issue a separate invoice for the payment of each instalment.

In the event of late payment, the deadlines specified in these SPTC encumbering the Supplier shall be extended by the days of payment delay.

The Ordering Party shall be entitled to return any formally or substantially defective invoice if it cannot be corrected in accordance with the regulations. If the invoice is returned with a justifiable reason, the Ordering Party shall not be obligated to pay the default interest, and the deadlines encumbering the Supplier shall not be extended.

3.2 In case of delivery with defect the Ordering Party will be entitled to withhold the proportional part of the amounts due to the Supplier until contractual performance.

3.3 Payment of an invoice does not mean that the Ordering Party acknowledges that the delivery is contractual, or the Goods are free from defects.

3.4 In the course of products sale within the community (EU, EEA) value added tax will be paid in accordance with the relative rules in force at all times.

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3.5 The Supplier does not have the right either to assign the claim it has against the Ordering Party or to let any third party enforce this claim.

3.6 The Goods that are subject of the supply contract have to be free from claims and encumbrances.

The Ordering Party does not agree to any retention of title. Therefore, Ordering Party shall obtain unlimited title to the Goods. The Ordering Party shall bear the risks from the time of the transfer of title; delivery shall be at the risk of the Supplier.

3.7 Should the Parties – as an exception from the general rule included in Clause 3.6 above – accept the retention of title by the Supplier in a separate agreement, then the Ordering Party will either (i) obtain unlimited title to the Goods at the time of the payment of the purchase price of the Goods or (ii) obtain unlimited title to the processed, integrated, transformed Goods. In such a case the Supplier may lay claim only for the counter-value of the Goods as indicated in the invoice.

3.8 In case of a situation described in Clause 3.7., there is a risk that any Goods under retention of title are going to be confiscated or seized, the Ordering Party will be liable to inform the Supplier thereon in writing immediately and to notify the bailiff or other third party that the Goods are subject to another person's retention of title.

3.9 The agreed contractual prices are maximum prices and cover all related ancillary costs – including the costs of packaging and insurance -, which shall include delivery to the location specified in the purchase order/contract, in accordance with INCOTERMS 2010 DAP. unless it has been otherwise agreed between the Ordering Party and the Supplier. The Supplier undertakes to decrease the contractual consideration in the event of a price

decrease, unless this is prohibited by other provisions of the contract. The Supplier guarantees that the Goods are free from any suits, claims and encumbrances and are in the Supplier's ownership prior to performance.

4. Secrecy, protection of intellectual property rights

4.1 In the course of the activity that is the subject of this contract, the Supplier shall act in accordance with the Ordering Party's good repute and interests, adhering to the general rules of fair business activity.

4.2 The contracting parties are liable to handle all the commercial and technical data and information not accessible by the public which they become aware of within the framework of their business connections as business secrets.

4.3 No drawings, models, patterns, samples or other similar objects provided by the Ordering Party or created based on the Ordering Party's data may be used for the benefit of or made available to any unauthorised third party, and those may be used for achieving the targets set by the contract concluded by the Supplier and the Ordering Party exclusively and the Supplier may not use the objects for its own purposes. Handing over information or documents shall, in itself, not be deemed to be the transfer of ownership and user rights. Multiplication of the above-mentioned objects will be allowed exclusively in compliance with the operation requirements and copyright rules.

4.4 These provisions shall be binding even after the term of this SPTC until this information or intellectual property becomes publicly known otherwise or the Ordering Party releases the Supplier from this Secrecy obligation in writing.

4.5 In the case of any breach of the confidentiality obligation, the Supplier shall pay to the Ordering Party an amount of EUR 5.000,-

(or a HUF amount equivalent to that) as contractual penalty within 15 days of receipt of the notice thereto. Payment of the penalty shall not release the Supplier from its obligation to compensate the Ordering Party for all damages incurred by it.

4.6 The Supplier guarantees that no third party has any rights over the designs, models, drawings, specifications and documentations provided by it, and that they are not subject to any third-party industry protection rights. The delivered Goods shall be in compliance with the statutory and authority regulations.

4.7 If the Supplier breaches these rights and/or regulations, it shall hold the Ordering Party harmless from any claims posed by any third party. The Supplier is liable to oblige its employees and sub-contractors and such subcontractors' employees/associates to observe the secrecy rules.

4.8 The contracting parties may indicate their business relationship as a reference in the possession of the other party's prior consent.

5. Delivery deadlines

5.1 The Supplier shall be responsible for complying with the delivery deadline. A delivery deadline is met if the Goods are taken over at the place of destination contractually, within the delivery deadline as stipulated in the supply contract or in the individual purchase order.

5.2 The Supplier shall notify the Ordering Party preliminarily in all cases when it deems that it cannot meet the deadline.

5.3 Partial or early deliveries are allowed exclusively upon the Ordering Party's written consent. Partial performances will qualify as indivisible, unless the Ordering Party informs the Supplier otherwise.

6. Late performance

6.1 The Supplier is in delay if the service is not performed when it is due.

6.2 The Supplier is obliged to report the period and reason for late performance to the Ordering Party in writing in advance but this does not exempt it from the consequences of late performance.

6.3 The Supplier shall be obligated to perform as per this SPTC even in the event of default. The Ordering Party shall be entitled to extend the originally agreed delivery or handover deadline by four weeks without incurring the consequences of receipt default.

6.4 In addition to the penalty agreed by the Parties, the Supplier is obliged to fully compensate the damages resulting from the delay. When determining any compensation claims resulting from delay, the amount of penalty paid shall be deducted.

If the Supplier fails to perform in accordance with the contract, the Ordering Party shall upon its sole discretion - and without offering a new due date - be entitled to represent that performance is not in the Ordering Party's interest anymore, and thus the Ordering Party shall be entitled to withdraw from the contract. In the case of withdrawal caused by the delay, the Supplier shall pay a penalty for failure, the rate of which shall be 5% of the contractual value.

7. Vis major

If unforeseeable and unavoidable circumstances beyond the Supplier's control which are related to its operation, the Supplier will have the right to suspend the delivery period for the duration of the said circumstances, provided such circumstances and the expected duration of the delay have been notified by it to the Ordering Party in writing without delay. Should such

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circumstances arise, the Ordering Party may decide for withdrawing from the supply contract or individual order. In this case the Ordering Party will not be subject to the obligation to pay damages. The Supplier shall not be entitled to withdraw from the contract or to raise its prices on grounds of force majeure or an unexpected, significant change of the circumstances.

8. Quality, keeping records and environment protection

8.1 The Supplier is bound to deliver the Goods in perfect quality as agreed upon, i.e. in a quality being in harmony with the relative stipulations set by the Ordering Party and the End-user, the technical practices as well as with the provisions of the contract (including the documentation, the standard and stipulations indicated in the contract and in the individual order), without any deviations therefrom.

8.2 The Supplier is obliged to deliver the Goods and to render the Service in compliance with the latest scientific and technical progress, the safety regulations, the SPTC, separately concluded agreement and with the technical data indicated in the PO.

8.3 The Supplier is liable to meet the environment protection stipulations as well as the prevailing legislation, stipulations and rules of law in force at all times pertaining to storing and disposing of hazardous materials, hazardous waste materials.

8.4 If chemical materials are supplied the Supplier is obliged to send the belonging safety data sheet to the Purchasing Department of the Ordering Party. In case the safety data sheet changes, Supplier is obliged to notify the Ordering Party. Any harmful event caused by the incorrect Safety Data Sheet is the responsibility of the Supplier.

9. Defective performance, penalty, withdrawal, take-over

9.1 The Supplier warrants that it has produced the Goods using basic materials suitable for the Goods' intended purpose, in observance of the latest advances in science and technology, subject to full liability for damages.

9.2 If basic materials are supplied the Supplier warrants that such basic materials are free from any defects, those meet the quality agreed upon and are suitable for being processed in harmony with the relative stipulations set by the Ordering Party and the End-user as well as according to the technical practices.

9.3 The Supplier warrants that the Goods meet the technical parameters given.

9.4 The Supplier warrants that the technical data given by it are correct and full and are in harmony with the parameters of the manufacturing process.

9.5 The Supplier guarantees that there are no third-party rights preventing, restricting or reducing the value of the Ordering Party's acquisition of ownership of the Goods.

During the take-over of the Goods the Ordering Party will check those only in the following respects: externally recognisable, conspicuous defects, externally recognisable, conspicuous deviation from the quantity ordered and from the specification of the Goods. The Ordering Party will have to examine these without delay (i.e. within 2-3 working days) and to make its complaints on the errors. No parcel service will qualify as immediate quantitative take-over of goods. The Ordering Party reserves the right to conduct an itemised check of take-over of the goods. The Ordering Party will give written notice on other errors as soon as it becomes aware of it in its normal course of business. In this regard the Supplier waives its right to make

any complaints arising from the delay in giving notice on the defect.

9.6 If the quality of the product is not adequate, so the Supplier fails to perform, the Customer shall notify the Supplier in writing, including e-mail and communication via various CRM softwares (e.g. SAP) within 15 days of receipt.

9.7 If the relative conditions stipulated either in the provisions of law or in the present SPTC prevail, provided that the parties did not effectively agree otherwise, the Ordering Party may lay the following claims in case of delivery of defective Goods:

9.8 In the event of the Supplier's defective performance, the Ordering Party shall be entitled to enforce the following rights: (i) that the defect be corrected free of charge, (ii) delivery of a replacement product or (iii) request a consideration set out in the contract. If the Supplier fails to comply with the Ordering Party's written request relating to correction of the defect or deficiency within a reasonable deadline set by the Ordering Party, the Ordering Party shall be entitled (iv) to perform or cause a third party to perform the necessary works at the Supplier's expense

9.9 If due to the defective performance, performance of the contract is not in the Ordering Party's interest anymore (in particular or the Supplier does not undertake to correct the defect or replace the product, the Ordering Party will be entitled v) to withdraw from the contract.

If the Ordering Party exercises its right to withdrawal, it shall – upon its sole discretion – either return the Goods to the Supplier to the latter's risk and costs or the Supplier shall remove the Goods at its own expense immediately. Should the Supplier deliver the same product with defect again, the Ordering

Party may withdraw even from the orders to be delivered but not yet fulfilled.

9.10 In case of defective performance, the Ordering Party is not obliged to set a deadline to the Supplier when exercising its rights described in Clause 9.9.

9.11 The Supplier is bound to continuously check the quality of the Goods and should certify it at any time upon the Ordering Party's request. The Supplier is liable and at the same time it warrants that it meets the quality stipulations in force at all times as set by the members preceding the Ordering Party in the supply chain and by the End-user.

9.12 In case of defective performance, the Supplier shall pay a penalty for defective performance, the amount of which shall be 30% of the consideration set out in the contract. In the case of defective performance, the Supplier shall also fulfil its guarantee and warranty obligations as set out in this contract in accordance with these SPTC and the applicable laws.

9.13 The Supplier also gives an 18-month-long guarantee for the products. The Supplier is aware of the legal nature of a guarantee, that is, that the Supplier will only be released from its liabilities for the defective performance during the guarantee period if it proves that the cause of the defect arose after its performance. If repair work falling within the scope of the guarantee becomes necessary, the Supplier is obliged to carry out the repair work within 48 hours of the Ordering Party's notification.

9.14 The Ordering Party may demand the payment of all the damages arising from the violation of obligation attributable to the Supplier's defective performance (including the breach of the obligation of giving information, consultancy, and examination).

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10. Liability

10.1 Within the scope of this SPTC (including the fulfillment of occasional orders), the Supplier shall be fully liable for damages in case of intent and negligence, in addition to the damage caused by the service or the goods, as well as for consequential damages and also for the foreclosed property advantage. The Supplier shall be fully liable for all direct or indirect damages caused by it and its subcontractors, including in particular damages resulting from the willful or negligent act or omission of the Supplier's employees, employees or other employees, subcontractors, subcontractors.

10.2 The Supplier shall hold harmless the Ordering Party from any claim posed by any party in contractual relationship with the Ordering Party or any other party – regardless of the legal grounds of such claim – if such claim is related to the wilful misconduct or negligence of the Supplier's employees, associates or other personnel or its subcontractors or the employees of its subcontractors. The Supplier shall hold harmless the Ordering Party by directly meeting the validated claims, if possible, and by reimbursing the Customer for all costs that arose in connection with the validated claim against him.

This provision applies in particular to any Customer's claim for product liability by a third party.

10.3 The Supplier expressly waives its right to claim damages from the Ordering Party, except if the damage was a result of the Ordering Party's wilful misconduct and breaches of agreement that cause harm to human life, bodily integrity or health.

11. Delivery note, inspection

11.1 Each delivery must be covered by a waybill. The documents accompanying the Goods should contain the following data:

- Our order number
- Date when the document is issued
- Product description and quantity (and also the number of lots, if any)
- If we require other documents to be attached in our order (e.g. manufacturer's quality certificate on the basic materials), then those should be enclosed, either
- Customs tariff number
- Method of packaging (wooden, metal, paper, etc.) and weight (kg)
- Gross and net weight

11.2 The EC declaration of conformity must be attached to the Goods if the relative provisions of law so stipulate. If the End-user makes any modification in the product manufacturing process and such a change affects the Goods, either, the Supplier will be obliged to take the necessary steps immediately after becoming aware of such an event.

12. Termination and withdrawal

12.1 Until receipt of the fulfilled service, the Ordering Party shall be entitled to terminate the contract at any time, without justification. In such cases Parties account with each other. After this, the Supplier shall not have any further payment or damage claims

12.2 In the case of a material breach of SPTC by either Party, the other Party may terminate this contract in writing (providing justification) with immediate effect. Material breaches of contract shall include in particular:

On the Ordering Party's part:

- If it fails to deliver the documents or information required for performance of the tasks set out in this contract despite having been instructed by the Supplier thereto, or delivers them with content that is false beyond doubt;
- The Ordering Party is late with payment of the contractual compensation for a period exceeding 30 days.

On the Supplier's part:

- If it materially breaches its cooperation obligation set out in this SPTC, thereby risking that it will not be able to perform the work by the deadline;
- If it does not fulfil its obligations by the deadline at all or in accordance with the contract despite being instructed thereto by the Ordering Party

12.3 The Ordering Party shall be entitled to withdraw from the contract at any time if the Supplier stops making its deliveries or payments, is able to perform its work only in default (not meeting the deadline specified in the contract) or the Supplier stops working without any justifiable reason, and fails to continue its work within the deadline set in the Ordering Party's notice instructing it to do so. In this case, the Ordering Party shall be entitled to claim damages in accordance with the rules relating to breach of contract. The Supplier shall have full liability for damages. In this case, the Supplier shall not be entitled to claim the consideration for any non-performed services or the non-sellable parts of any services already performed

13. Software

Unless otherwise stipulated, the Supplier shall provide to the Ordering Party at least a non-exclusive, non-transferable, time-limited license for the use of the software products and their related documentation.

The Ordering Party shall be entitled to make copies for data security purposes. In addition, the Ordering Party shall be entitled to provide copies to its clients in the course of the performance of work relating to the performance of the contract, provided that it indicates the copyright.

The Supplier guarantees the error-free operation and data structure of the software and shall provide a copy thereof to the Ordering Party.

14. Minimum wage

The Supplier shall be obliged to meet any stipulation of Hungarian legal provisions on minimum wage and guaranteed salary minimum (hereinafter jointly referred to as "minimum wage") in full. Insofar subcontracting is permitted and the Supplier uses subcontractor(s) for execution of the contractual services, the Supplier has to secure that any of its subcontractors also meet any stipulation of the minimum wage provisions. In any breach, the Supplier shall indemnify the Ordering Party against any compensation claims, especially against any third party compensation claims arising out of or in connection with the infringement of the rights and requirement of the Hungarian minimum wage provisions by him or his subcontractors insofar he is responsible for or in connection with the Hungarian minimum wage provisions a liability is stipulated.

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15. Compliance

The supplier warrants that he or she has been informed of the Festo Code of Conduct for Business Partners, which can be downloaded from

<https://www.festo.com/group/de/cms/10310.htm>, and has instructed his or her managers and employees to comply with it.

To secure this good conduct the supplier commits to take any necessary step to avoid any illegal actions, especially to avoid illegal actions which are able to incriminate Festo.

Therefore within its company and/or group the supplier shall take any necessary actions and launch any system needed to monitor compliance with the Festo Code of Conduct for Business Partners of its directors, officers, employees and Subcontractors especially such actions which are essential to avoid corruption or any other criminal acts.

16. Other provisions

16.1 The place of performance shall be the destination specified for the service.

16.2 Should any of the provisions of the present purchase conditions or the contracts concluded under such conditions prove to be invalid, the remaining provisions of the contract will remain in force. The contracting parties are obliged to replace the invalid provision with another one meeting their business objectives best.

16.3 The Supplier shall, in observance of the principle of diligence, notify the Ordering Party of any weak point detected in the course of transaction which could incur additional work or result in lower quality performance. The Ordering Party shall also be notified if the

requests made or claims posed by it incur additional costs to the Ordering Party.

16.4 All notifications relating to the contractual relationship of the Parties shall be made in writing, in the Hungarian (or if the partner is foreign, the English and/or German) language, and shall be delivered in person or via email or post (as registered mail with certificate of delivery) to the Party concerned. For the purposes of the legal relationship between the Ordering Party and the Supplier, messages sent via email shall be considered to be written statements. Messages sent via email shall be deemed delivered when they become available to the recipient. Notices sent via post shall be deemed delivered on the day when an attempt of delivery is made if the recipient refused to accept the consignment. If such a consignment is returned marked "unclaimed", "unknown" or "moved", it shall be deemed delivered on the fifth business day after the second attempt to deliver the registered mail with certificate of delivery. Exclusively the Hungarian law is applicable. The United Nations Convention on Contracts for the International Sale of Goods may not be applied. The Parties shall attempt to settle the disputes arising from this contract via consultation within 60 days; if this proves to be unsuccessful the Parties stipulate the exclusive competence of the District Court of Sátoraljaújhely to decide on legal disputes arising from contracts concluded on basis of the present SPTC. Should the dispute due to the rules governing jurisdiction not fall into the competence of the district court, then the Tribunal of Miskolc ("Miskolci Törvényszék") shall conduct proceedings.

16.5 The present Standard Purchase Terms and Conditions are valid from 27.04.2021 until withdrawal.

16.6 The present Standard Purchase Terms and Conditions have been prepared in

Hungarian, English languages. In case of doubt the Hungarian version will govern.