

GENERAL TERMS AND CONDITIONS OF PURCHASE

(Sagemcom Hungary Electronics Ltd.)

Unless otherwise agreed, the following terms and conditions shall apply:

1. Prices and terms of payment

The prices are fixed prices. The Supplier shall not be entitled to charge any invoicing fees or any other additional costs not agreed between the parties.

The payment period shall run from the date of receipt of the invoice. The Customer shall not accept the invoice until it has received satisfactory proof of performance. The Supplier shall state the Customer's reference number on the invoice. Failure to do so shall entitle the Customer to reject the invoice. In this case the Supplier shall not be entitled to charge interest on late payment.

Payment shall be made within 30 calendar days by bank transfer to the account number indicated by the Supplier on the invoice.

2. Confirmation of order

The Supplier shall send the Customer an order confirmation within two working days.

3. Packing and transport documents

All transport documents, e.g. delivery note, CMR and invoice, must comply with the Customer's requirements. The identification numbers (serial numbers) of materials with a unique identification number must be stated on the delivery note or in the appendix. The packaging of the goods, including the packaging material used, is included in the price and must protect the goods against damage and environmental influences during transport.

4. Delivery conditions/parity

DAP (Delivery at Place) Risk and cost to be borne by the supplier until the customer's premises.

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5. Confidentiality

The Supplier shall be responsible for ensuring that information received from the Customer is not disclosed to third parties without authorisation.

6. Duty to notify

The Supplier shall immediately notify the Customer of any obstacle that has occurred or is expected to occur that may prevent the delivery or performance of the Agreement.

7. Late deliveries

If the goods are not delivered by the agreed date, the customer is entitled to a penalty of 0.5% per day, based on the purchase price of the delayed or unusable goods. Notwithstanding the right to a penalty, the customer reserves the right to cancel the order in the event of a delay of more than 5 working days.

8. Product testing, quality

The Goods must meet the requirements and specifications set out in the Order and be in accordance with normal commercial and/or technical practice.

The Customer shall be entitled to inspect the goods, products, their manufacture and the quality management system of the Supplier's organisation at the Supplier's manufacturing site/premises/warehouse or at the premises of its subcontractors.

9. Defective Goods

Defective Goods, whether in whole or in part, shall be returned at the Supplier's cost and risk. In such cases the Supplier shall immediately replace the defective Goods with non-defective Goods at its own expense, unless the order is cancelled by the Customer, and shall reimburse the Customer for all justified costs incurred by the Customer in connection with the replacement.

The fact that the Goods have been paid for and/or used by the Customer does not mean that the Customer has waived its rights under this clause.

10. Product liability

The Supplier shall indemnify the Customer in the event of a complaint about a latent defect in the Goods, provided that the complaint is not due to the Customer's negligence.

11. Regulatory requirements

The Supplier shall be responsible for ensuring that the Goods and their transport and packaging comply with the applicable legal and regulatory requirements.

12. Industrial and intellectual property rights

The Supplier warrants that the use of the Goods will not infringe its own or any third party's patent, copyright or other industrial or intellectual property rights and undertakes to indemnify the Customer in respect thereof.

13. Changes, additions

Any modification or addition to the order shall only be valid after written notification by the Customer.

14. Disputes

Disputes between the parties shall be settled in accordance with Hungarian law. In the event of a dispute, the parties shall endeavour to reach a mutual agreement. If the parties are unable to settle the dispute within a short period of time, the Budapest Metropolitan Court or the Pest Central District Court shall have jurisdiction.