

General Contractual Conditions (GCC)

1. Scope of Application

- 1.1. These General Contractual Conditions (hereinafter: GCC) contain the general terms and conditions of a contract concluded between AIRPORT FUEL SUPPLY LIMITED LIABILITY COMPANY (registered offices: 1185 Budapest, BUD International Airport; corporate registration no.: 01-09-860680; tax no.: 13542577-4-44; group VAT identification no.: 17781145-5-44; company court: the Company Court of the Court of Budapest) (hereinafter: AFS) and a business partner thereof (hereinafter: Partner) (hereinafter jointly referred to as: Parties) when AFS accepts the offer of such Partner in the form of an order form - and not by signing a separate contract -, based on such contract, AFS orders goods or services from the Partner, and AFS's main obligation is the payment obligation (hereinafter: Contract).
- 1.2. The GCC shall apply if AFS has made it available to the Partner, and the Partner has explicitly accepted it. Acceptance shall also include cases when, following the request of and information from AFS, the Partner accepts the contents of this GCC in its offer and also acknowledges that in case AFS accepts its offer, this GCC shall become part of the Contract.
- 1.3. If the Parties agree on the application of this GCC as stipulated above, subsequently they may only exclude the application of the Terms and Conditions by mutual agreement.
- 1.4. The GCC shall apply in the framework of and in compliance with prevailing and cogent legal provisions effective at all times.
- 1.5. In case of any discrepancy between the provisions of the GCC and those of the Contract, those of the latter shall prevail.

2. The performance of the Contract

- 2.1. The Partner shall be obliged to perform its obligations set forth in the Contract at the price(s) and by the deadline(s) specified therein, in first class quality. The Partner shall be obliged to coordinate with AFS in advance concerning the exact date and time of delivery or the provision of the service.
- 2.2. The location of performance shall be Budapest Ferenc Liszt International Airport (hereinafter: Airport). In case of the delivery of goods, the Partner shall deliver the goods to the location of performance at its own cost - including customs duty and other charges - and own risk (DDP, INCOTERMS 2000, Version 6). If the Contract is concluded not specifically for the ordering and delivery of goods, but delivery is a part of the service provided, any costs of delivery shall be borne by the Partner. The risk of damage shall transfer to AFS at the time of performance.

- 2.3. The Partner (also including its employees and agents) and its vehicles may only enter the area of the Airport in possession of the appropriate permissions. Pursuant to paragraph 228 of act II of 2012, when accessing the Airport, the Partner (also including its employees and agents) shall be obliged to comply with the relevant provisions of the Airport Rules, which means the prevailing regulations issued by Budapest Airport Zrt. and approved by the Aviation Authority pursuant to section 50/A (2) of act XCVII of 1995 on aviation and available at www.bud.hu. The Partner shall be obliged to inform its employees and agents with these regulations, and to ensure that they also comply with them.
- 2.4. AFS shall have the right to check the performance of the Partner from a quantity, quality and technical point of view, both during the acceptance of performance and subsequently. AFS shall record any deviations in quantity or quality in a protocol, and shall hand over a copy thereof to the Partner when accepting performance. Failure to carry out such a check shall not affect the possible legal consequences of faulty performance. If performance does not comply with the quality or technical requirements of the Contract, legal provisions or standards, AFS may refuse takeover. In such cases, the Partner shall be obliged to perform properly and to cover any additional costs; this stipulation shall not affect the Partner's potential obligation to pay a penalty. In case of delivery, the quantity check shall mean that AFS compares the quantity of the received goods to the figure displayed on the delivery note, while the quality check shall mean that AFS checks that the packaging of the goods is intact, which packaging must be apt for keeping the goods intact during transportation.
- 2.5. The Contract shall be considered performed by the Partner only when the performance protocol for all obligations or the delivery note (with performance certificate) is issued and signed by both Parties. Prior to signing the performance certificate, AFS shall have the right to designate one or more contact persons and persons entitled to sign the performance certificate; in the absence of such, only a corporate signature shall be valid. The date of performance shall be the date when the Parties sign the performance certificate.
- 2.6. If the Partner undertakes a fixed-term guarantee under the Contract, this shall be considered as a warranty for faultless performance of the Contract. If the Partner undertakes guarantee (warranty) using the wording "for the term specified by legal provisions" or some other wording to the same effect, and legal provision do not stipulate a warranty obligation for the given goods or services, the duration of the forfeiture deadline to enforce claims specified by legal provisions on implied warranty set forth in the Civil Code shall be considered as the warranty period undertaken.
- 2.7. AFS reserves the right to extend the effect of its C.A.R. insurance to the Partner, informing the Partner thereof in advance, in case of construction and assembly works. The conditions of the C.A.R. insurance are as follows:
- 2.7.1. AFS shall undertake to take out, for the construction-assembly project, the so-called Construction All Risks Insurance policy, (hereinafter: 'C.A.R'), which shall also include property and liability insurance. The validity of the 'C.A.R.' insurance shall solely and exclusively cover the works performed during the Construction/performance period, and a guarantee period of

12 months. Since the Partner shall be indicated on the C.A.R. insurance policy as an insured Party, AFS reserves the right to recharge the costs of the 'C.A.R.' insurance contract proportionately and reasonably to the Partner. The 'C.A.R.' insurance contract shall, among other things, also include a domestic freight insurance supplement.

AFS undertakes to take out two insurance policies. One includes the terms and conditions of the property insurance for construction-assembly, while the other includes those of the liability insurance. Devolution shall be equal to the value of the project multiplied by 0.0049 in the case of both policies. In the case of the liability insurance, devolution shall provide coverage for 1 year. AFS updates the coverage and defines the amount of devolution annually.

2.7.2. The Partner shall take out the following insurance policies, under the following conditions:

1. Employer liability insurance for the accidents of employees, in the minimum amount of 20,000,000 HUF/damage and 100,000,000 HUF/year damage compensation limit.
2. Mandatory vehicle liability insurance for its vehicles entering the area of the Airport for any reason.
3. Property insurance policy for workshop and machine equipment, installations, taken out for the equipment, tools and machines used in the course of the construction activities. The amount of the insurance policy shall be the total replacement value of the equipment.

The Partner shall be obliged to ensure that its sub-contractors also conclude the same contracts within the entire sub-contractor chain.

2.7.3. The Partner acknowledges and accepts that AFS shall be entitled to invoice the fee(s) of the "CAR" insurance specified in the Contract to the Partner following the signature of the Contract. The Partner shall be obliged to transfer the amount specified on the invoice to the bank account number indicated on the invoice of AFS within 30 days as of the date of the issuing of the invoice.

In case the amount of the insurance fee is not received until the date indicated on the invoice, AFS shall be entitled to charge a penalty interest specified by the Civil Code, as valid at the given time.

Any objection about the invoice may only be submitted in writing, within 30 days following the issuance of the invoice. The date of submitting the objection shall be the date on which the objection was received by AFS's Invoicing and Claim Management Department.

If the objection is accepted, the necessary correction shall be made by AFS in line with the relevant provisions of the valid VAT act.

The objection shall be detailed, and shall include all data modifications as well as all relevant evidence. The submission of the objection shall not exempt the Partner from settling the invoice amount reduced by the disputed amount until the deadline for payment, and in case of performance in default, from paying the penalty interest.

The Partner is entitled to receive a copy of the certificate of insurance coverage (in Hungarian: “*fedezetigazolás*”), and to be informed about the details, endorsements, exclusions in the C.A.R. Policy.

Any claim for compensation for damages issued by the Partner under the insurance policy shall be immediately filed with AFS. AFS reserves the right to handle and manage the claim procedure with the Insurer. Any correspondence the Partner might have with the Insurer shall be copied to AFS.

3. Payment of the consideration

3.1. AFS shall pay the consideration for Partner’s performance as stipulated in the Contract in case the Partner’s contractual performance is certified by AFS, by signing the performance certificate. The currency of payment shall be the currency stipulated in the Contract.

3.2. AFS shall pay the consideration based on the contractually and properly issued invoice, the payment deadline being thirty (30) days from receipt of the invoice. The Partner shall be obliged to indicate the following invoicing address on the invoices: 1185 Budapest, BUD International Airport. The Partner shall be obliged to indicate their tax numbers (Community tax number) and the purchase order number specified by AFS. The copies of the handover protocol issued and duly signed in accordance with point 2.5 must be attached to the invoices. If the invoice is not issued contractually or in compliance with effective legal provisions, or if the purchase order number is not indicated on it, AFS shall return the invoice and AFS may not be in default in this case. Payments must be performed by bank transfer to the bank account specified on the invoice from the Partner.

3.3. AFS shall be entitled to decrease the payable amount of the invoice by any penalty due from the Partner.

3.4. Should AFS default on its payment obligation, AFS, based on the Partner’s written request, shall perform its default interest payment obligation to the extent specified by the provisions of the Civil Code.

4. Penalty and the liability of the Partner

4.1. If the Partner is in delay of performance due to any reason - except for delays caused by force majeure events -, compared to the deadline stipulated in the Contract, it shall be obliged to pay a penalty to AFS (hereinafter: Default Penalty). The amount of the Default Penalty shall be 1% (one percent) of the net Fee for each day started in delay. The maximum amount of the Default Penalty shall be 30% (thirty percent) of the total net Fee. If the Default Penalty payable as a consequence of the Partner’s delay reaches the maximum amount stipulated herein, AFS shall be entitled to rescind or terminate the contract, and claim a frustration penalty from the Partner in both cases. If AFS prefers to rescind the Contract, it shall not be obliged to prove the lapsing of interest in respect of performance. In the event of termination,

AFS and the Partner shall be obliged to settle their accounts with one another on the basis of the conditions which exist on the day when termination is declared.

- 4.2. If performance is frustrated [fails] due to the Partner's actionable conduct, rejection to perform, impossibility of performance or substantial delay as per section 4.1 above, the Partner shall be obliged to pay a frustration penalty equivalent to 50%, that is, fifty percent of the full net contractor's fee, and shall also be obliged to pay AFS's possible damages in excess of this, including damages as per paragraph 6:141 of the Civil Code, in accordance with the general rules of civil law. The Default Penalty paid or due shall be included in the frustration penalty.
- 4.3. The rights of AFS in accordance with the above sections 4.1 and 4.2 shall not be interpreted as a restriction of the rights of AFS based on other legal measures for cases of breach of contract by the Partner (including, among other things, the submission of damage claims). The acceptance of performance shall not be interpreted as a waiver of AFS's claim for Default Penalty.
- 4.4. The Partner shall be fully liable to AFS for ensuring that no third party has rights over the subject of the Contract which would impede or restrict the acquisition of rights by AFS, specifically for ensuring that in relation to intellectual property created under the Contract, neither the Partner, nor any third party has or will have, without limitation in time, space or otherwise, any copyrights or any other rights which would impede or restrict AFS, in any way or to any extent, in the exclusive use of intellectual properties (including the right of duplication, copying onto computers or electronic media, or re-working). This provision shall not apply to rights under copyright law - linked to persons - the transfer of which is disallowed by legal provisions. The Partner grants AFS the right of exclusive use of works, without limitations in time or in space or otherwise (including uses as defined above). The fee payable by AFS pursuant to the Contract includes consideration for the performance of the obligation described above and for granting consent.
- 4.5. The Partner shall be liable to AFS for reimbursing any damage incurred by AFS employees, officers and agents and by third parties, inflicted in respect of the performance of the Contract.
- 4.6. The assignment of any claim to which the Partner is entitled to (including the factoring thereof), and the establishment of mortgage lien on any claim from AFS, or any encumbrance on such claim shall only be allowed with AFS's prior written and duly signed approval. The Partner shall be obliged to reimburse the administrative charges and costs incurred by AFS in respect of the approval process, the assignment, the factoring of the claim, the mortgage lien or any other encumbrance established on the claim. The basis for the calculation of the amount to be reimbursed in respect of human resource shall be 100 EUR + VAT / work hour; in case of other costs incurred, the amount of the proven cost + VAT shall be reimbursed. Following AFS's written approval, the Partner shall be obliged to indicate the assignment / factoring / establishment of the mortgage lien / any other encumbrance on each of its further invoices and other documents which are relevant in respect of the payment terms and the effecting of

payment. The above restriction of assignment shall not apply against third persons. However, if the Partner breaches the restriction, AFS shall be entitled to claim compensation from the Partner for AFS's damages incurred as a result of the breach by the Partner.

5. Confidentiality

5.1. The Partner shall be obliged to handle the Contract and all information regarding AFS disclosed to it during the performance of or in connection with the Contract as a business secret. The Partner shall not make such information public, and shall not disclose or make available such information to any third party during the term of the Contract or thereafter without the prior written consent of AFS. The Partner shall also be responsible to ensure that its employees or agents shall also become familiar and comply with the contents of this confidentiality obligation, even if they are no longer employed or commissioned by it. This confidentiality obligation shall not apply in cases when relevant cogent legal provisions specify otherwise.

6. The publication and the amendment of the GCC

6.1. This GCC was compiled in Hungarian and English language, and it is published by AFS on its website (www.ruk.hu). In the event of any discrepancy between the two versions, the Hungarian version shall prevail.

6.2. AFS shall be entitled to unilaterally amend the GCC at any time. Any amendment of the GCC shall enter into force as of the calendar day following the publication of the amended Hungarian language GCC, and shall not affect Contracts concluded prior to its entry into force.

6.3. In the event of an amendment of the GCC, AFS shall publish the texts in force at different times on its website, and indicate the dates of entry into force.

7. Miscellaneous provisions

7.1. The possible designation of the contact persons of the Parties shall serve information purposes only, and shall not - on its own - empower the given person to represent the given party. However, AFS may explicitly declare by email, fax or in writing that the contact person(s) of AFS shall be entitled to accept (certify) the performance of the Partner.

7.2. AFS shall not be liable for cases if, following the conclusion of the Contract, legal provisions are passed, published, revoked or amended which influence the Partner's expenses and costs as a result.

7.3. Written notices pursuant to the GCC or the Contract shall be sent to the address of the registered offices of the Parties. Notices sent by registered mail with confirmation of receipt to the address specified above shall be considered as delivered on the third working day following attempted delivery, if, according to the confirmation of receipt, delivery was unsuccessful because the addressee was unknown, moved to an unknown location, did not take over the document or refused to accept delivery.

- 7.4. By having sent this GCC to the Partner, AFS has informed the Partner that, taking into account that the subject of the Contract is linked to the operation of the Airport, a breach of the provisions of the Contract could cause significant damages to AFS and to third parties, including, without limitation, endangering the undisturbed operation of air traffic.
- 7.5. The Partner shall be obliged to comply with all relevant legal provisions and professional rules during the performance of its obligations undertaken in the Contract and specified by the GCC.
- 7.6. The Parties shall not be liable for the failure to perform their obligations if such failure is attributable to unforeseeable and unavoidable external circumstances beyond their control (e.g. natural disaster, fire, explosion, war, blockade, terrorist act), i.e. force majeure. However, the Parties shall be obliged to immediately inform each other on such event in writing. In case the execution of the Contract suffers a delay over sixty (60) days due to an unavoidable external cause, either Party shall be entitled to withdraw from the Contract. In this case, the Parties shall cover the damages incurred themselves; otherwise, they should strive for the restoration of the original circumstances.

In order to ensure that the occurrence of the force majeure event can be enforced as a reason preventing the performance of contractual obligations, the Party prevented from performing the Contract should inform the other Party in writing on the occurrence of the above extraordinary circumstances. This information should be submitted without any undue delay, provided the force majeure event does not prevent the Party from doing so. The notification should include the expected delay of performance if it can be estimated at the given moment.

If the force majeure event is over, the other Party should be notified about this in writing, and should also be informed as much as possible on when the actions delayed due to the extraordinary circumstances will be taken.

- 7.7. The Contract may only be amended in writing, with the mutual agreement of the Parties.
- 7.8. Relevant Hungarian legal provisions, specifically act V of 2013 on the Civil Code shall be applicable to the interpretation of the Contract and the GCC, as well as to any disputes.