

# 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 AFS AIRPORT FUEL SUPPLY LIMITED LIABILITY COMPANY (registered offices: 1185 Budapest, BUD International Airport; corporate registration no.: 01-09-860680; tax no.: 13542577-4-43; 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 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 (not permitting any deviation), as effective at any time.
- 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 provide its services set forth in the Contract at the price(s) and by the deadline(s) specified therein, in first class quality, in accordance with applicable legal provisions, standards and professional regulations. The Partner shall be obliged to coordinate with AFS in advance concerning the exact date and time of service provision.
- 2.2. The Partner shall be obliged to act with heightened care, as can be expected from a legal entity specializing in the fulfillment of the specific task constituting the subject of the Contract. The Partner shall provide the work tools and the appropriately trained specialists necessary for performance. Any damage to the work tools shall be borne by the Partner.
- 2.3. The location of performance shall be Budapest Ferenc Liszt International Airport (hereinafter: Airport), except if the nature of the service provided by the Partner does not require performance at the Airport.
- 2.4. If the procurement of products, base materials or equipment forms part of the subject of the Contract, the Partner shall be obliged to procure the product and to deliver it to the place of

performance. Liability for the products, the risk of damage and any delivery costs shall be borne by the Partner. In case the provisions of the Electronic Public Road Trade Control System (EKÁER) apply to the subject or performance of the Contract, all obligations resulting from this shall be borne by the Partner, in view of the fact that it is the procurer and the addressee of the products and the organizer and the implementer of the delivery. AFS is not entitled and obliged to take over any product, material or goods arriving at the Airport in connection with the Contract.

- 2.5. 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](http://www.bud.hu). The Partner shall be obliged to inform its employees and agents of these regulations, and to ensure that they also comply with them.
- 2.6. AFS shall have the right to check the performance of the Partner from a quantity, quality and technical point of view, both during performance and during the takeover of 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 penalty and additional costs.
- 2.7. The Contract shall be considered performed by the Partner only when the performance certificate for all obligations is issued and signed by both Parties. Prior to signing the performance certificate, AFS shall 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 and the date of the transfer of ownership of any materials installed in the course of performance to AFS shall be the date when the Parties sign the performance certificate.
- 2.8. If the Partner undertakes a fixed-term guarantee under the Contract, this shall be considered as a warranty for faultless performance of the Contract, from the date of the issuing of the performance certificate (Warranty Period). If the Partner undertakes a 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.
- 2.9. The Partner shall be obliged to provide for any permits, agreements and licenses for the appropriate intellectual property rights relating to procedures, processes and systems used in the course of performance.
- 2.10. In the course of its performance, the Partner may not use any procedures, processes or systems which would entail the use of any confidential information, intellectual property for the utilization of which the Partner or AFS does not have authorization, or which may lead to

claims for damages, or litigation against the Partner or AFS based on a claim or legal action related to the infringement of any domestic or foreign patent, copyright or other intellectual property or the application of such rights or use of such confidential information.

- 2.11. If the Partner agrees to the obligation specified in this section 2.11 in a separate written declaration, by signing the performance certificate, the Partner grants AFS permission for the exclusive use of the designs and works that qualify as intellectual property, created on the basis of the Contract by the Partner or its subcontractor, employee, collaborator, etc. ('Exclusive Use License'). The Exclusive Use License covers the adaptation of the designs, documents and other intellectual property (the Designs) prepared on the basis of the Contract, their multiplication in physical form or electronically, recording as an image and copying of the Designs by computer or on other electronic media. In accordance with the Exclusive Use License, both AFS and the third party designated by it may use or adapt the Designs. The Partner may not grant any further permission for use to anybody relating to the Designs created within the framework of the Contract. After this Contract has been performed, the Partner will not be entitled to use the Designs. The Partner shall ensure that neither the Partner nor any third party has at present or will have in the future, without any time or territorial or other limitation, any copyright or any other intellectual property right concerning the Designs, that could, in any way or to any extent, restrict AFS in the exclusive use of the intellectual property. The provision in this section does not apply to rights in copyright, the transfer of which is disallowed by virtue of law. Compensation for meeting the obligation described in this section, and the consideration for providing the Exclusive Use License are included in the consideration payable for performance by the Partner, as defined in the Contract.

### **3. Payment of the consideration**

- 3.1. AFS shall pay the consideration for the 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. The consideration defined in the Contract includes all costs relating to performance by the Partner (including material fees, transportation costs, fitting work fees and delivery costs).
- 3.2. AFS shall pay the consideration based on the Partner's 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 on the invoice its tax number (Community tax number) and the purchase order number specified by AFS, as well as AFS's tax number (12724163-4-44) and group VAT ID number (17781145-5-44). The copies of the performance certificate issued and duly signed in accordance with section 2.8 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 offset against the payable amount of the invoice 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 agrees to the penalty payment obligation specified hereunder in section 4.1 and 4.2 in a separate, written declaration, and it 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 consideration defined in the Contract for performance by the Partner, for each day started in delay, but the maximum amount of the Default Penalty shall be 30% (thirty percent) of the net consideration defined in the Contract for performance by the Partner. 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, refusal to perform, impossibility of performance or substantial delay as per section 4.1 above, the Partner shall be obliged to pay a frustration penalty to AFS, equivalent to 50% (fifty percent) of its net consideration defined in the Contract for performance, and shall also be obliged to pay AFS's damages in excess of this, if any, 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 provisions 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).
- 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 (including breaches of sections 2.9-2.11 of this GCC).

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. Insurance**

In case insurance is recorded in the Contract, the Partner shall be obliged to contract such insurance, and to maintain it during the performance of the Contract.

## **6. Confidentiality and data protection**

6.1. 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.

6.2. The personal data of the contact persons communicated to each other during the performance of the contract are processed in the interest of performing the contractual obligations of the Parties. If the Contract ceases for whatever reason, the personal data of the contact persons shall no longer be processed by the Parties, and shall be irreversibly deleted from all systems, with the exception of the Contract.

6.3. The Parties undertake to comply with the provisions of effective data protection regulations (even after their amendment) in the course of processing performed during the term of the Contract, including especially act CXII of 2011 on information self-determination and the freedom of information and regulation 2016/679 of the European Parliament and of the Council (General Data Protection Regulation). The legal basis for processing during the term of the Contract shall be the performance of the Contract, and, unless provided otherwise by law, data shall be processed during the term of the Contract. In regard to the handover of personal data to the other Party, the Partner shall provide for an appropriate legal basis and the adequate notification of the data subjects.

## **7. The publication and the amendment of the GCC**

- 7.1. This GCC was compiled in Hungarian and English language, and it is published by AFS on its website ([www.ruk.hu](http://www.ruk.hu)) in both languages. In the event of any discrepancy between the two versions, the Hungarian version shall prevail.
- 7.2. 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.
- 7.3. 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.

## **8. Miscellaneous provisions**

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. AFS informs the Partner 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, to the airport operator (Budapest Airport Zrt.) and to third parties, including, without limitation, endangering the undisturbed operation of air traffic.
- 8.5. 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.
- 8.6. 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.

8.7. The Contract may only be amended in writing, with the mutual agreement of the Parties.

8.8. 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.