

GENERAL TERMS AND CONDITIONS

(Version nr.: 2., effective from 15 May, 2019)

1. Scope of the General Terms and Conditions

In the absence of an express written agreement stating otherwise, the present General Terms and Conditions together with their Annex (hereinafter together: **T&C**) shall be an inseparable part of any and all contract for work and / or contract for services (hereinafter: **Contract** or **Contracts**) signed on May 15, 2019 or later, by and between **WESSLING Hungary Kft.** (registered seat: 1045 Budapest, Anonymus utca 6., company registration nr.: 01-09-167826, tax nr.: 10772452-2-41, hereinafter: **Company**) as contractor or service provider and its customer and / or principal (hereinafter: **Client**), while the Company and the Client hereinafter together: **Parties**, or separately: **Party**.

2. Entering into a Contract

2.1. In case it receives an invitation to offer from the Client, the Company shall prepare a unique offer (hereinafter: **Offer**) for the services requested by the Client, detailing the applicable deadlines in days and a projected service fee. The Client may accept such Offer by completing and submitting a form (hereinafter: **Order**) prepared independently by the environment protection, food safety and health protection divisions (hereinafter: **Division**, or **Divisions**) of the Company available on the <https://hu.wessling-group.com/en/for-our-customers/useful-documents> website. After the Order, as the Client's acceptance is received by the Company – with the exceptions listed in Clause 2.4. – a legally binding Contract is automatically established with the content of the Offer, the Order and the present T&C at the time of the notification of the Company.

2.2. In the absence of a different commitment in the Offer, the Offer shall bind the Company until 31 December of the given calendar year.

2.3. After the Order – and the sample being the subject matter of the Order – is received, the Company shall examine if

- a. the Order was issued with the content and for the services stipulated in the Offer,
- b. the quantity and the quality of the sample received together with the Order is suitable to perform the services listed in the Offer,

and in its own judgement, confirm the commencement of performance in writing, to the contact points given in the Order (hereinafter: **Confirmation**), or notify the Client about its objections regarding the content of the Order (the completed form) or the quantity or quality of the sample it received (hereinafter: **Objection**).

2.4. In case an Objection is raised

- a. and according to Clause 2.3. a) the Order is not in conformity with the services listed in the Offer, then in the absence of a different agreement between the Parties, the Contract will not be established,
- b. and according to Clause 2.3. b) the transferred sample is unsuitable to complete the services listed in the Contract, then the Company shall not be obliged to commence performance until the necessary sample is handed over by the Client according to the specifications given in the Objection. Naturally, in the latter case, no time shall pass from the original performance deadlines.

2.5. In case the Company fails to issue a Confirmation or an Objection within two (2) workdays after it received the Order and – if it necessary for the performance – the sample, then the Company may lose its right to issue an Objection and the performance shall be considered as already in progress.

2.6. In case the Company performs the Service stipulated in Clause 3.1. of the present T&C without a formal (written) Offer and / or Order, based on a (i) verbal agreement or (ii) by accepting and examining the sample, then according to the present T&C the Contract shall be deemed to be established (i) by the acceptance of the verbal request at the date of such acceptance, or (ii) by the handover of the sample or the commencement of the examination on the sample on the date of such handover / commencement.

2.7. In case no Contract is concluded according to Clause 2.1. and 2.6. of the present T&C, the Company is not obliged to perform any of the Services stipulated in Clause 3.1. of the present T&C or any other activity for that matter.

2.8. Modification of the Contract is only possible by the mutual agreement of the Client and the Company written at least in a private document providing conclusive evidence, even if the Contract was concluded by means stipulated in Clause 2.1. or 2.6. of the present T&C.

3. Content of the Services; consideration and deadlines

3.1. The available Contractual services (hereinafter: **Service** or **Services**) and the relevant Service fees (hereinafter: **Fees**) are stipulated in the price lists (hereinafter: **Price list** or **Price lists**) prepared by the Divisions. Such Price lists are available at the call center of the Division concerned. In case the consideration calculated based on the respective Price list for the Services ordered by the Client does not exceed the net amount of 20.000 HUF, i.e. twenty thousand Hungarian Forints, then – in the absence of a different understanding of the Parties – the Company is entitled for an additional fixed project-administration fee (hereinafter: **Project-administration fee**) in the amount of net 5.000 HUF, i.e. five thousand Hungarian Forints.

3.2. Unless it is stipulated in the present T&C or the Contract otherwise, the payment deadline for the Fee and the Project-administration fee is eight (8) days from the completion of Services. However, in the absence of a different agreement between the Parties, the following Clients shall pay the Fee and the Project-administration fee in advance, before the commencement of performance by the Company:

- i.** Clients who have no prior business relationship with the Company,
- ii.** Clients who were behind in payments when they submitted their Order, without regard to the source of their debt they owe to the Company,
- iii.** Clients who fell behind in payments two (2) times in one year before the submission of their Order, without regard to the source of their debt they owe to the Company,
- iv.** Clients who order Services for which the total amount of Fees is less than net 50.000 HUF, i.e. fifty thousand Hungarian Forints.

3.3. In its Offer, the Company may make the performance of its Services subject to down payment or contractual guarantee.

3.4. Even if the payment deadline of the invoice or the down payment invoice has passed, the Client does not fall behind in its payments if the Client pays the Fees and / or Project-administration fees within two (2) days after the given invoice or down payment invoice was handed over. The Fees and Project-administration fees shall be considered duly paid if these amounts are credited on the bank account written on the (down payment) invoice issued by the Company.

4. Conditions of the performance of Services

4.1. The Client is obliged

- a.** to determine the demanded Services clearly and precisely in the submitted Order,
- b.** to pay the Fees and Project-administration fees, and to grant the adequate contractual guarantees before the commencement of performance, if necessary,

- c. to hand over to the Company the data, documents, information and samples in time necessary for the performance of Services,
- d. to provide the adequate legal requirements and to acquire the necessary permissions for the utilization of the Services,
- e. in the event of activities outside the laboratory (i) to grant access and a right to stay at the place of performance for the employees and performance agents (hereinafter: **Staff**) of the Company (ii) to provide the conditions and equipment (not to mention the protection gear of the Staff) necessary for the performance of Services (iii) to eliminate all obstacles hindering the performance of Services and to continuously maintain these conditions while the Services are performed,
- f. to notify the Company in advance on all the real or possible dangers that may occur during the sampling or examination, like radioactive radiation, poisonous or explosive materials and all other effects that may damage human health or the environment.

The conditions listed in a-f. are hereinafter referred to as **Performance Conditions** in the present T&C. In case any of the Performance Conditions is irrelevant in the given Contract, then the remaining requirements together constitute the Performance Conditions.

4.2. Regarding the sample handed over to the Company, the Client hereby expressly state that handover of the sample to Company does not infringe the law and / or the rights of third persons as the Client has the right of disposal according to the Contract. By the handover of the sample to be examined, the Client transfers ownership over the sample to the Company free of charge. The sample (being the subject of the Services) may be handed over to the Company on workdays, in line with the handover guidelines attached to the present T&C as Annex 1.

5. The performance of Services and their place

5.1. The Company shall prepare a summary, i.e. a test report or expert opinion (hereinafter together or any of these: **Document**) based on the results of the Services it performed.

5.2. The test reports and expert opinions which are prepared and approved according to a strict internal policy are sent as attachments to the e-mails delivered to the electronic address given by the Client. In order to prove its validity, test reports contain a unique two-dimensional barcode (hereinafter: **QR code**). Any user of the QR code with internet connection may access the given test report with 'read-only' user privileges in the database of the Company.

5.3. The Company may also provide a hard copy of the Document to the Client, in a private document providing conclusive evidence, for a remuneration fixed in the adequate Division's Price list, by sending the said Document in mail grouped together with the invoice issued on the performed Services or making the Document available at the registered seat of the Company for personal pickup.

5.4. In case any discrepancy emerges between the hard copy or any other printed version of the Document and the version available through electronic means by using the QR code, then the version in the Company's database shall prevail, as the real and complete version.

5.5. The Client may only use and refer to the Document stored and published in the database of the Company, if the Client does not have any overdue payment obligation towards the Company. After a three (3) day delay in payment, the Company is entitled to publish a declaration on the electronic Document effectively prohibiting its use or make the Document linked to the QR code unavailable to the public.

5.6. For the performance of the Services, the Company maintains a certified and accredited quality management system. Up to date information on technical specifications of the accreditation may be find on the www.nah.gov.hu or www.wessling.hu websites.

5.7. The place of performance of the Services is the registered seat of the Company.

5.8. Unless the Parties agree otherwise, the date of performance of the Services is the time when the electronic Document is sent by the Company to the electronic address given by the Client.

6. Performance deadlines and schedule

6.1. In the absence of a different provision in the present T&C, the Contract or the Offer, the Service shall be completed by the Company in fourteen (14) workdays. Unless the Parties agree otherwise, the performance deadline shall be counted from the handover of the sample in a quality and quantity necessary for the performance of the Services. The Company is entitled to deviate from the fourteen (14) workday performance deadline and provide an alternative deadline in the Offer. The Company is also entitled to perform in advance.

6.2. In line with Clauses 2.4-2.5. of the present T&C, the performance deadline shall be counted from the date when all Performance Conditions are met.

6.3. The Service shall be regarded as completed

- a. when the Document is sent to the electronic address given in the Order, or
- b. if the Company is obliged to prepare a hard copy of the Document, then at the time when the Document is sent to the Client or a third person designated by the Client, or in case of personal pickup, when the option for personal delivery is first granted to the Client.

6.4. If a performance agent is involved, who directly performs its obligations to the Client, then regarding the time of performance, Clause 6.3. b. of the present T&C shall be applicable accordingly.

6.5. The Client is obliged to examine the Document and other relevant parts of the Service and if necessary, raise its objections within three (3) workdays counted from the completion of the Service.

7. Limitations on the use of the Document and other parts of the Service

7.1. The Client has the right to use the Document only in its entirety, therefore the Client may not use separable parts of the Document or alter the Document in any way. For this reason it is forbidden for the Client – in line with Act C of 2012 on the Hungarian Penal Code – to alter, hide, make unreadable or copy to a different Document the QR code (hereinafter together: **Unauthorized Use**). The partial or altered Document shall not be considered as a valid declaration or product of the Company, therefore the Client cannot refer to it as such. The Client understands and accepts that in case of an Unauthorized Use, the Company is entitled to make available the Document in its entirety to the relevant third persons or the public, or in case of a suspicion of crime, to report it to the authority with jurisdiction. However, the Company's actions may not lead to unlawful use of personal data.

7.2. Over any and all parts of the Document that are protected by copyrights, an untransferable license is granted to the Client, without limitations on the place or time of use. However, in line with Clause 7.1. of the present T&C, the Client is not entitled to alter the Document in any way.

7.3. The Client may only publish or make available to the public the Document with the prior consent of the Company in a private document providing conclusive evidence.

7.4. Both Parties must keep and treat all trade secrets received from the other Party, or received from an other third party, but in connection with the other Party – including know-how according to Article 1 (2) of Act LIV of 2018 on the protection of trade secrets – confidentially. The shared trade secrets may only be uncovered or made available to third persons with the

prior written consent of the owner of such trade secrets or in compliance with mandatory statutory rules. In case any Party is obliged to share the trade secrets of the other Party based on mandatory statutory provisions or a legally binding court order / other compulsory order, than – in the absence of any regulation prohibiting such action – the Party in question shall notify the owner of such trade secrets without delay, but no later than three (3) workdays after the sensitive information was handed over.

7.5. The Client may only use the company name or logo of the Company with the prior written consent of the Company given at least in a private document providing conclusive evidence.

7.6. The Client must respect the reputation of the Company and abstain from its defamation and all defamatory statements or conduct in relation to the Service(s).

8. Suspension of performance

8.1. The Company may suspend the performance of the Service, if

- a. after the Contract was concluded, the Client falls behind in its due payments, or
- b. the Performance Conditions are not maintained continuously during the performance of the Service, or the performance of the Service is hindered by any other reason,
- c. during the performance of the Service – even concerning a different Contract – the Client was found liable for an Unauthorized Use.

8.2. The suspension of the performance of the Service may only last until the reason for suspension ceases to exist. The period of the suspension of the Service does not count towards the performance deadline.

8.3. In case the Service is suspended for any reason, the Client shall hand over free of charge the new samples or data necessary for the performance of the Service, or enable the Company to perform the sampling procedure again, and cover its costs.

8.4. If the performance of the Service is not officially suspended, but the conditions for such suspension of the Service are met, the Company cannot fall behind schedule with its performance as Clauses 8.1-8.3. of the present T&C shall be applicable even without formal suspension of the Services.

9. Termination of the Contract without performance

9.1. The Company is entitled to withdraw from the Contract or terminate it unilaterally if

- a. the Client falls behind in payments to the Company after the Contract was concluded, and its delay exceeds fifteen (15) days,
- b. the Client does not meet the Performance Conditions within fifteen (15) after the Contract was signed, or
- c. during the performance of the Service – even concerning a different Contract – an Unauthorized Use occurs, or
- d. the performance of the Service is suspended for more than fifteen (15) days by the Company, or
- e. bankruptcy, liquidation or any other insolvency or termination proceeding is initiated against the Client.

9.2. The Client is entitled to withdraw from the Contract or terminate it unilaterally, if the Company fell behind in the performance of the Service for a period longer than fifteen (15) days and it failed to complete the Service in the additional time (minimum of five (5) days) given in a written notice delivered to it.

10. Restrictions on the Company's liability

10.1. The Company may not be held liable

- a. if in the end, the Service ordered by the Client is unsuitable for the goals determined by

the Client,

- b. for the defects of the sample supplied by the Client, i.e. for its unprofessional selection, sampling, storage, shipping, conservation or the sample's late delivery,
- c. if it turns out that the data and information supplied by the Client is false or imprecise,
- d. for the Client's utilization of the Service, the different methods of utilization or the lack of such utilization,
- e. for the damages that occurred because the Client failed to examine the Service in time,
- f. for the damages that occurred because the Client failed to notify the Company about its claims in time,
- g. for consequential damages occurred due to the defects of the Service,
- h. for damages related to the transfer of the Document and, if appropriate, the QR code to third persons or their publication,
- i. for the damages that occur if the QR code is altered, covered, made unreadable or is copied to a different Document.

10.2. The Company's liability for material and non-material damages or other forms of compensation is limited to tenfold of the given Service Fee.

10.3. The Client shall notify the Company about its claims without delay, but not later than three (3) months after such claim emerged. The notification must be in writing at least in a private document providing conclusive evidence.

11. Data processing

11.1. The Parties must handle all personal data shared with each other strictly purposefully, in line with the Act CXII of 2011 on informational self-determination and freedom of information, and the Regulation (EU) 2016/679 of the European Parliament and the Council (GDPR).

11.2. For all natural person Clients the Company gives detailed summary on the aspects of its data processing in a separate document attached to the form referred to in Clause 2.1. of the present T&C, while its General Data Protection Code is available on its website for anyone interested without limitation.

12. Final provisions

12.1. Regarding the present T&C and the Contract, Hungarian law shall be applicable. The present T&C was originally written in Hungarian, therefore if any discrepancy occurs, the Hungarian version shall prevail.

12.2. The Company excludes the applicability of the Client's general terms and conditions, therefore the provisions regarding material or non-material damages, penalties or other forms of compensation contained therein cannot be applied to the Contract.

12.3. The T&C effective on the day when the Order is submitted to the Company shall apply to the Contract.

Budapest, May 14, 2019

WESSLING Hungary Kft.