



**GENERAL CONTRACTUAL CONDITIONS  
OF BUDAPEST AIRPORT ZRT.  
FOR DELIVERY SERVICES**

# 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 BUDAPEST AIRPORT BUDAPEST FERENC LISZT INTERNATIONAL AIRPORT OPERATOR PRIVATE LIMITED COMPANY (registered offices: 1185 Budapest, BUD International Airport; corporate registration no.: 01-10-044665; tax no.: 12724163-4-44; group VAT identification no.: 17781145-5-44; company court: the Company Court of the Court of Budapest) (hereinafter: BUD) and a business partner thereof (hereinafter: Partner) (hereinafter jointly referred to as: Parties), when BUD accepts the offer of such Partner in the form of an order form (hereinafter: Order) - and not by signing a separate contract -, based on such contract, BUD orders goods (hereinafter: Goods) from the Partner, and BUD's main obligation is the payment obligation, and the Partner's main obligation is the delivery of the Goods (hereinafter: Contract).
- 1.2. This GCC shall apply if BUD 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 BUD, the Partner accepts the contents of this GCC in its offer and also acknowledges that in case BUD accepts its offer, this GCC shall become part of the Contract.
- 1.3. If the application of this GCC has been accepted by the Partner as set out above, the application of this GCC may subsequently be excluded only 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 concluded between BUD and the Partner, the provisions of the Contract shall apply to the legal relationship between the Parties.

## 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 performance deadline(s) specified therein, in first class quality. The Partner shall be obliged to coordinate with BUD in advance concerning the exact date and time of delivery.
- 2.2. The location of performance shall be Budapest Ferenc Liszt International Airport (hereinafter: Airport) or the location designated by BUD. 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 2020), BUD does not accept delivery invoices.
- 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. When accessing the Airport, the Partner (also including its employees and agents) shall be obliged to comply with the provisions of the Aerodrome Manual (including its Volume I and II), which means the prevailing regulations

pursuant to section 50/A (2a) of the aviation act, and issued by Budapest Airport Zrt. as the asset manager and operator of the Airport and - regarding section 50/A (2c) of act XCVII of 1995 on aviation (hereinafter: Aviation Act) - approved by the aviation authority, the content of which were made fully known to the Partner prior to the signing of the Contract and which is available at [www.bud.hu](http://www.bud.hu) as amended from time to time. The Partner acknowledges that, pursuant to section 228 of act II of 2012, any breach of the provisions relating to the proper use and operation of the Airport shall constitute an offence. The Partner shall be obliged to inform its employees and agents of these regulations, and to ensure that they also comply with them.

- 2.4. BUD 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. BUD 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, BUD may refuse takeover. In such cases, the Partner shall be obliged to perform properly and to cover any penalty and additional costs. The quantity check performed upon the receipt of the Goods shall mean that BUD compares the quantity of the received Goods to the figure displayed on the delivery note, while the quality check shall mean that BUD checks that the packaging of the Goods is intact, which packaging must be apt for keeping the goods intact during transportation.
- 2.5. The goods delivered by the Partner must comply with all applicable legal provisions, best before dates and other data must be displayed on the Goods in accordance with legal provisions, and must be accurate and true. If the Goods delivered do not comply with the quality parameters defined by BUD and applicable legal provisions, BUD may exercise its rights of guarantee pursuant to the provisions of act V of 2013 on the Civil Code (hereinafter: Civil Code), and may enforce its damages or those of third parties resulting from this against the Partner.
- 2.6. The Contract shall be considered performed by the Partner only with the delivery note - which is considered as a performance certificate - for all its obligations. Proof of the performance of the delivery is provided by issuing a paper or digitalized/electronic delivery note. In case of a paper delivery note, the Parties shall certify handover of the delivered Goods by means of their legible signatures and shall indicate their names in legible printed characters under the signature. An electronic delivery note shall be deemed to have been given if the Partner sends BUD (i) a paper document signed by the person designated by the Partner as authorized to confirm performance, (ii) a digitized (scanned) version of the signed paper document or (iii) a document with an electronic signature in accordance with these GCC, whereupon the person designated by BUD and authorized by BUD to issue the delivery note shall affix his electronic signature to the digitized version of the paper document or to the document already digitized/electronically transmitted, thereby certifying the Partner's performance. BUD shall send the signed delivery note by e-mail to the person designated by the Partner as the person who confirms performance or as the contact person or to the e-mail address indicated as the official e-mail address in the business register. For the purposes of this GCC and the Contract, application of section 6:247 (4) of the Civil Code shall be excluded. Warehouse employees shall

be authorized to sign the paper delivery note and warehouse employees or the contact persons designated by BUD shall be authorized to sign the electronic delivery note on behalf of BUD. The date of performance and the date of the transfer of ownership of the Goods to BUD shall be the date when the Parties sign the delivery note.

- 2.7. Liability for the Goods and the risk of damage shall be with the Partner as of the day of the entry into force of the Contract. The risk of damage and the liability of the Partner with regard to the supervision of the Goods shall cease upon the takeover of the Goods by BUD. Until the transfer of the risk of damage, the Partner shall handle and transport the Goods at its own liability and risk, and shall be liable for all damage to the Goods or to its other equipment or materials, which no one is obliged to reimburse, pursuant to the Civil Code.
- 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. If the Partner undertakes 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. Should the Partner fail to fulfill its obligations arising from the Contract or this GCC, BUD shall be entitled to contract with a third party, and the Partner shall be obliged to reimburse to BUD the damages resulting from the delay or from contracting with the third party.

### **3. Payment terms**

- 3.1. BUD shall pay the consideration for the Partner’s performance as stipulated in the Contract, in case the Partner’s contractual performance is certified by BUD, by signing the delivery note. The currency of payment shall be the currency stipulated in the Contract.
- 3.2. BUD shall pay the consideration based on the Partner’s contractually and properly issued invoice, the payment deadline being 30 (thirty) 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 BUD, as well as BUD’s tax number (12724163-4-44) and group VAT ID number (17781145-5-44). The copies of the delivery note issued and duly signed in accordance with section 2.6 must be attached to the invoices. The Partner shall report the issued invoice on the Online Invoice System platform of the Hungarian Tax Authority (NAV), that is, provide the online invoice submission by indicating the BUD’s group VAT number (17781145-5-44). The Partner shall send its invoice to the e-mail address e-szamlabud@bud.hu in case of an electronic invoice, or to the address of Finance at 1185 Budapest, BUD International Airport in case of a paper invoice. 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, or the issued invoice does not appear in the online invoice system of the Hungarian Tax Authority (including the reason if the invoice is not visible in the indicated interface due to an error in the Partner’s invoicing software), BUD shall return the invoice and

BUD 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. BUD shall be entitled to offset any claims against the payable amount of any invoices issued by the Partner under the Contract without the consent of the Partner.
- 3.4. Should BUD default on its payment obligation, BUD, based on the Partner's written request, shall pay default interest at the following rates for the duration of the delay: in case of settlement in HUF, the annual interest rate shall be the base rate of the Central Bank on the first day of the semester(s) affected by the delay, or 0 (zero) if that is negative, and in case of settlement in EUR, the annual interest rate shall be 1 month EURIBOR, or 0 (zero) if that is negative.

#### **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 for which it is liable compared to the deadline stipulated in the Contract, it shall be obliged to pay a penalty to BUD (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, BUD shall be entitled to rescind or terminate the Contract, and claim a frustration penalty from the Partner in both cases. If BUD 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, BUD 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 (hereinafter: Frustration Penalty) to BUD, equivalent to 50% (fifty percent) of its net consideration defined in the Contract for performance, and shall also be obliged to pay BUD's damages in excess of this, if any, including damages as per paragraph 6:142 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 BUD in accordance with the above sections 4.1 and 4.2 shall not be interpreted as a restriction of the rights of BUD 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 BUD's claim for Default Penalty.
- 4.4. The Partner shall be fully liable to BUD for ensuring that no third party has rights over the subject of the Contract which would impede or restrict the acquisition of rights by BUD, 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 BUD, 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 BUD for reimbursing any damage incurred by BUD 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 based on the Contract (including the factoring thereof), and the establishment of mortgage lien on any claim from BUD, or any encumbrance on such claim shall only be allowed with BUD's prior written and duly signed approval. The Partner shall be obliged to reimburse the administrative charges and costs incurred by BUD 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 BUD'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, BUD shall be entitled to claim compensation from the Partner for BUD's damages incurred as a result of the breach by the Partner.

## **5. EKÁER system**

- 5.1. In case the provisions of the Electronic Public Road Trade Control System (EKÁER) apply to the subject or performance of the Contract, the Parties shall be obliged to comply fully with the resulting relevant requirements, and the provisions of this section 5 of the GCC shall also be applicable to the settlement of the Parties' rights and obligations resulting from this, in addition to legal provisions.
- 5.2. If the Partner is a person registered in Hungary, the following EKÁER provisions shall be applicable to the legal relationship of the Parties:
  - 5.2.1. The Partner, as the person familiar with all conditions relating to the transport, is obliged to decide whether the regulations of the EKÁER system are applicable to the delivery under the Contract, and to inform BUD of its conclusion (including the related reasons) by the 3<sup>rd</sup> (third) working day preceding the commencement of transportation at the latest. The Partner shall also be obliged to inform BUD whether procurement occurs from another European Union member state, or whether domestic procurement qualifies as the first domestic product sale.
  - 5.2.2. If the Partner undertakes the procurement from another member state of the European Union, and the regulations of the EKÁER system are applicable, the Partner shall qualify as the addressee, and shall be obliged to fulfill all of its reporting obligations relating to the delivery

under the Contract, including its reporting obligation concerning the arrival of the products at the delivery location.

5.2.3. If transportation occurs from a domestic dispatch address to a domestic delivery address, the procurement qualifies as a first domestic product sale, and the regulations of the EKÁER system are applicable, the Partner, as sender and as the person responsible for organizing and undertaking transportation, shall be responsible for fulfilling all reporting obligations, including the reporting obligation concerning the arrival of the products at the delivery location. In this case, BUD shall be obliged to make its own name and tax number, as well as the location of the delivery of the product (in case of the transportation of risky products, the data of the company lawfully using the property found at the delivery address in connection with the legal transaction in question, if this company is not the same as BUD) available to the Partner, by the working day preceding the commencement of transportation.

5.2.4. If the Hungarian tax authority levies a default penalty on BUD on account of (i) the absence or the incorrectness of any data to be made available by the Partner, or (ii) the activities of the person undertaking transportation on behalf of the Partner being performed without the necessary statutory declaration or license, or (iii) the improper performance of the reporting obligation by the Partner, or (iv) the breach of any obligation of the Partner arising from legal provisions or the Contract, BUD shall be entitled to enforce its damages resulting from this against the Partner, and the Partner shall be obliged to reimburse such damages to BUD. BUD may also submit a compensation claim against the Partner if, in the course of its on-site inspection, the Hungarian tax authority seizes the goods or applies official detention for reasons attributable to the Partner or to the person undertaking transportation on behalf of the Partner, thereby causing damage to BUD.

5.3. If the Partner is a person registered in the European Union, but not in Hungary, the following EKÁER provisions shall be applicable to the legal relationship of the Parties:

5.3.1. BUD informs the Partner that, pursuant to Hungarian legal provisions, in case of the procurement of products from any EU member state to Hungary or the import of products for other purposes, if certain pre-defined conditions are fulfilled, the Hungarian tax authority will monitor the transportation of the products, from loading to unloading. In order for BUD to be able to decide whether the requirements of the so-called Electronic Trade and Transport Control System (hereinafter: EKÁER) apply to the transaction in the Contract, and to be able to fulfill the necessary data provision and reporting obligation, the Partner is obliged to comply strictly with the provisions below, to deadline.

5.3.2. The Partner shall be obliged to make the following data available to BUD within 3 (three) days of the acceptance of the offer, but by the working day preceding the commencement of the transportation of the products to be delivered to BUD pursuant to the Contract, at the latest:

- a) The name and tax number / community tax number of the Partner,
- b) The mode of transportation (by rail, road or air),
- c) The loading address, the name and address of the loading party,
- d) The general (commercial) description of the products transported,

- e) The gross mass of the products transported, by items of products,
- f) In case of the transportation of dangerous products, the dangerous goods ID number (UN number),
- g) The article numbers of the products transported (if any),
- h) The customs tariff heading of the products transported,
- i) The license plate numbers, the nationality and the mass of the vehicle(s) used for transportation, including the trailer (in this case, the data of the vehicle used for transportation in Hungary must be provided),
- j) The data and contact information of the person actually performing transportation.

5.3.3. If the provisions of EKÁER are applicable to the delivery pursuant to the Contract, BUD shall be responsible for making the necessary declarations and for requesting an EKÁER number. BUD shall be obliged to make the EKÁER number, requested on the basis of the data provided by the Partner, available to the Partner and to the person actually performing transportation, by the commencement of transportation at the latest. If the provisions of EKÁER are applicable to the delivery pursuant to the Contract, the Partner shall not be entitled to commence transportation without an EKÁER number.

5.3.4. BUD informs the Partner that the Hungarian tax authority is entitled to check the transport, as well as compliance with the provisions of EKÁER, during transportation, as part of an on-site inspection.

5.3.5. If the Hungarian tax authority levies a default penalty on BUD on account of (i) the absence or the incorrectness of any data to be made available by the Partner, or (ii) the activities of the person undertaking transportation on behalf of the Partner being performed without the necessary statutory declaration or license, or (iii) the breach of any obligation of the Partner arising from legal provisions or the Contract, BUD shall be entitled to enforce its damages resulting from this against the Partner, and the Partner shall be obliged to reimburse such damages to BUD. BUD may also submit a compensation claim against the Partner if, in the course of its on-site inspection, the Hungarian tax authority seizes the goods or applies official detention for reasons attributable to the Partner or to the person undertaking transportation on behalf of the Partner, thereby causing damage to BUD.

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

6.1. The Partner shall be obliged to handle the Contract and all information regarding BUD 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 BUD. 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. In order to perform the Contract, it is necessary for the Parties to process to a certain extent the personal data of the representative (chief officer(s)) of the Party involved in the transaction. With regard to the processing of the personal data of natural persons, the legal basis is article 6 paragraph (1) point b), the performance of a contract, based on regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (hereinafter: General Data Protection Regulation or GDPR). The legal basis for the processing of the personal data of the contact persons is article 6 paragraph (1) point f), the legitimate interest of the processing Party. The data retention period shall last until the end of the 5<sup>th</sup> (fifth) year after the termination of this Contract. For more information on data subjects' rights, please consult BUD's privacy policy on its website ([www.bud.hu](http://www.bud.hu)).

## **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 BUD on its website ([www.bud.hu](http://www.bud.hu)) in both languages. In the event of any discrepancy between the two versions, the Hungarian version shall prevail.

7.2. BUD 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, BUD 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, BUD may explicitly declare by email or in writing that the contact person(s) of BUD shall be entitled to accept (certify) the performance of the Partner.

8.2. BUD 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. The Parties agree that any written notifications required under this Contract shall be sent to the other Party via the following methods:

- (a) by handing it over in person; or
- (b) by post or courier; or
- (c) by electronic means in the form of an electronically signed document sent by e-mail;

The notices under sections a) and b) above, in addition to notices sent via email, shall be sent to the current registered offices of the Parties. A notice posted to that address by registered mail, with return receipt requested, will also be regarded as delivered on the 3<sup>rd</sup> (third) business day following the first attempt at delivery, even if according to the return receipt, delivery failed because the addressee is unknown, moved to an unknown address, did not take delivery, or refused to accept delivery.

The Parties may only send notices in electronic form pursuant to point c) above by electronic means, if the Party making the declaration has provided the document containing the notification in electronic form, which is available in electronic form, in the form required by regulation (EU) no. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing directive 1999/93/EC (hereinafter: "eIDAS Regulation"), with the electronic identification and signature provided for, in the eIDAS Regulation. The Parties expressly stipulate that under this Contract, only a signed notification or document in the form required by the eIDAS Regulation shall be deemed to be a written legal declaration. In all other respects, the Parties expressly agree that any notice signed and delivered electronically in accordance with this section shall be deemed to be a written statement. Notices with an electronic signature shall be sent by the other Party by sending it to the e-mail address of its contact person as set out in this Contract or to the official e-mail address of the Parties as set out in the company register, such e-mail shall be deemed to be delivered on the business day following the day of sending. If the delivery of an e-mail sent to the contact person is unsuccessful (the e-mail address is no longer valid or the message is returned with an undeliverable indication), the notification sent to that e-mail shall not be deemed as delivered and only the e-mail address in the company register may be used for sending electronic notification. The Parties further stipulate that notices deemed to be material by a Party, including in particular notices of termination, notice of termination, change of fees, etc., shall also be sent to the other Party's official electronic delivery address as recorded in the business register. If a Party does not have an electronic identifier in accordance with the eIDAS Regulation, it may only make written notices by the means set out in a) and b) above.

Written notices and notices of termination given under the GCC or the Contract may be sent electronically by the Parties in the form of an electronic signature as set out above, which notice and termination, when signed and communicated in the manner specified, shall constitute a written legal statement.

- 8.4. BUD informs the Partner that, taking into account that BUD operates an international commercial airport, and 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 BUD 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. If the Partner has not yet started to perform its obligations under the Contract and the GCC, BUD shall be entitled to withdraw from the Order or the Contract. In the event of BUD's

withdrawal, the Partner shall not be entitled to assert any claim for damages or any other claim or demand against BUD. If the performance of the delivery of the Goods ordered may be divided into several parts, BUD may withdraw from the Contract not only in respect of the performance of the delivery of the Goods under this Contract as a whole, but also in respect of part of its performance. BUD shall not be obliged to give any reasons for its right of withdrawal under this clause and BUD shall be entitled to withdraw in the form in which the order was placed.

#### 8.7. Force Majeure

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 60 (sixty) 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.

Taking into account that the COVID-19 pandemic and the Russian-Ukrainian war are known (i.e. not unforeseen) circumstances at the time of execution of this GCC, they shall not be considered as Force Majeure Events, regarding the performance of the obligations under the GCC and the Contract, except if a Party cannot perform its obligations due to a statutory requirement in connection with the COVID-19 pandemic or the Russian-Ukrainian war which becomes effective following the execution of this Contract.

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.

#### 8.8. Sanctions

8.8.1. None of the Parties, any of their subsidiaries, their respective directors and officers or employees is an individual or entity ("Person") that is, or is owned or controlled by Persons that are: (i) the subject or target of any Sanctions (a "Sanctioned Person") or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country, or territory (a "Sanctioned Country"), including, without limitation, Cuba, Iran, North Korea, Sudan, Syria and Russia/Crimea-Sevastopol. The Parties represent and warrant to maintain the provisions of this Section during the

term of the Contract. Breaching of this Section shall be deemed as a material breach of contract and it may result the termination of the Contract by immediate effect.

8.8.2. The Client does not conclude this Contract

(i) to enable, support or fund, directly or indirectly, any activities or business, including the underlying transaction, of or with any Person, or in any country or territory, that, at the time of the conclusion of this Contract is a Sanctioned Person or Sanctioned Country, or

(ii) to cause the Partner to breach the Sanctions.

8.8.3. For the purpose of this section 8.8: "Sanctions" means any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, the French Republic, His Majesty's Treasury, or the relevant Hungarian authorities or other relevant sanctions authority.

8.9. Anti-corruption clause

The Partner is obliged to act in accordance with applicable legislation. The goal of BUD and the Partner is to comply with the anti-corruption rules, fair market conduct and generally accepted rules of business ethics, and to comply with them when concluding and performing the Contract. The Parties declare that the negotiations prior to the conclusion of the Contract, the establishment of the terms of the Contract and any business or other conduct based on or performed during the Contract have not been influenced, directly or indirectly, by the Parties, their representatives, agents or to deliver or promise to deliver a thing of value to related third parties and to provide or promise to provide any material or personal advantage. The Parties shall ensure that the general business conduct of the business partner, employees, other persons employed or otherwise directly or indirectly involved in the performance of this Contract by the business partner, employees, other persons employed in the course of their employment complies with these provisions.

8.10. By signing this Contract, the Partner confirms that in the course of preparation of the Contract it reviewed, and familiarized itself with, the contents of the Compliance Manual comprising the basic principles of BUD's operation (available for reading and downloading at [www.bud.hu](http://www.bud.hu)). The Partner declare that upholding and observing the values of ethics along with economic values is of importance to them and they declare that they perform their business activities in accordance with the principle of fairness, within the framework of the existing values. Based on the foregoing, the Partner expressly accepts BUD's Compliance Manual as a part of this Contract.

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

- 8.12. 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.
- 8.13. In order to comply with the provisions of Act CVIII of 2023 on the rules of corporate social responsibility, taking into account environmental, social and societal aspects, in order to promote sustainable financing and unified corporate responsibility and on the amendment of other related acts (ESG Act), the Partner shall provide information and data requested by BUD, in the form requested by BUD, within the deadline specified by BUD.