



**GENERAL CONTRACTUAL CONDITIONS  
OF BUDAPEST AIRPORT ZRT.  
FOR THE PERFORMANCE OF WORKS**

# 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 the performance of works (hereinafter: Works) from the Partner, and BUD's main obligation is the payment obligation and the Partner's main obligation is the performance of the Works (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 the Works set forth in the Contract at the price(s) and by the performance deadline(s) specified therein, in first class quality, in accordance with applicable legal provisions, standards and professional regulations.
- 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) or the location designated by BUD.

- 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 (EKÁÉR) 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. BUD 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. 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.
- 2.6. The Partner acknowledges that if the Works include the preparation of designs related to the Works, it is also required to fulfil this obligation in accordance with the Contract within the time limit specified in the Contract. If BUD makes the commencement of the construction part of the Works subject to the approval of the designs, the Partner may commence the construction works only on the basis of designs and documentation agreed with BUD and approved in writing by BUD.
- 2.7. If, BUD hands over a work site to the Partner at the Airport for the performance of the Works, the Partner shall be obliged, in the course of its performance, to undertake value-preserving demolition in the course of its work, during the necessary demolitions. The Partner shall store demolished materials in a systematic manner, and shall transport them to the location designated by BUD.
- 2.8. BUD 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, BUD may refuse takeover. In such cases, the Partner shall be obliged to perform properly and to cover any penalty and additional costs.
- 2.9. The Contract shall be considered performed by the Partner only when the performance certificate for all obligations is issued and signed by both Parties. Proof of performance of the Works is provided by issuing a paper or digitalized/electronic performance certificate. In case of a paper performance certificate, the Parties shall certify the handover of the performed

works by means of their legible signatures and shall indicate their names in legible printed characters under the signature. An electronic performance certificate 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 this GCC, whereupon the person designated by BUD and authorized by BUD to issue the performance certificate 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 performance certificate 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. The person(s) indicated in the Order and/or the Contract shall be authorized to sign the performance certificate on behalf of BUD. The date of performance and the date of the transfer of the ownership of the Works to BUD shall be the date when the Parties sign the performance certificate.

2.10. The risk of damage shall be borne by the Partner from the time when the Contract comes into existence until signing of the performance certificate by both Parties. If, BUD hands over a work site to the Partner at the Airport for the performance of the Works, the risk of damage with regard to the work site shall be borne by the Partner from the takeover of the work site until its handback to BUD.

2.11. 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 act V of 2013 on the Civil Code (hereinafter: Civil Code) shall be considered as the warranty period undertaken.

The Partner shall be obliged to remedy, by means of repair or replacement within the shortest time possible based on the circumstances, any and all deficiencies or defects becoming apparent during the Warranty Period on account of defective materials, defective performance of work, defective design or any act or omission of the Partner.

If the Partner fails to repair or does not start to repair the defects or damages within the technically justified shortest time, BUD may perform such works itself at the Partner's cost and risk, or have the works performed by a third party, provided it does so in a manner that is consistent with reason. The Partner shall not be liable for such works; however, it shall be obliged to reimburse any and all costs and damages resulting from its default and incurred by BUD.

2.12. If the subject of the Contract is equipment, the Partner may not limit its warranty obligation, and may not make the performance of its warranty obligation subject to conditions.

Not only the person designated by the Partner and the manufacturer, but also the third parties complying with the necessary professional requirements and selected by BUD shall be entitled to maintain and repair the equipment installed. The Partner is not entitled to impose the condition that the warranty undertaken by it is only valid if the maintenance of the equipment installed is performed by the person designated by it or the manufacturer.

- 2.13. The Partner shall be obliged to provide for any permits, agreements and licenses for the appropriate intellectual property rights relating to materials incorporated during performance and procedures, processes and systems used in the course of the works.
- 2.14. In the course of its performance, the Partner may not incorporate any materials and 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 BUD does not have authorization, or which may lead to claims for damages, or litigation against the Partner or BUD 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.
- 2.15. If the Partner agrees to the obligation specified in this section 2.15 in a separate written declaration, by signing the performance certificate, the Partner grants BUD 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 (hereinafter: 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 BUD 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 BUD 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 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 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. 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 performance certificate issued and duly signed in accordance with section 2.9 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 6:141 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 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 (including breaches of sections 2.13-2.15 of this GCC).
- 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. Insurance**

- 5.1. The Partner shall be obliged to contract the insurance recorded in the Contract for the amount stipulated in the Contract, and to maintain it during the term of the Contract.

5.2. If the subject of the Works is construction and assembly works, BUD reserves the right to extend the scope of its below insurance policy to the Partner, with the prior notification of the Partner, the conditions of which are as follows:

5.2.1. BUD undertakes to take out, for construction-assembly projects, the so-called construction or erection all risks insurance policy (hereinafter: "C.A.R." or "E.A.R."), which shall also include property damage and liability insurance. The validity of the "C.A.R." insurance shall solely and exclusively cover the works performed during the Construction/Performance Period, plus a warranty period of 12 (twelve) months. Since the Partner shall be indicated on the "C.A.R." insurance policy as an insured party, BUD maintains its right to charge 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 domestic freight insurance cover.

BUD agrees to take out a combined insurance policy, including property insurance coverage for installation and construction works and liability insurance coverage for damage caused to other persons in connection with the projects.

The insurance premium passed on is equal to the total value of the project (including additional works and other fees billed by the contractor) multiplied by 0.0011, which covers the cost of both property and liability coverage.

The own contribution part of the "C.A.R." insurance contract is 5000 EUR, both for property and liability damages. In case of damage, the own contribution is borne by the Partner.

5.2.2. BUD is entitled to invoice the "C.A.R." insurance fees (fee) to the Partner, following the signing of the Contract or after placing the Order. The Partner shall be obliged to transfer the amount included in the invoice to BUD's bank account indicated on the invoice, within 30 (thirty) days as of the issuing date of the invoice.

In case the amount of the insurance fee is not received by the date indicated on the invoice, BUD shall be entitled to charge the default interest specified by the prevailing Civil Code.

Any complaint regarding the invoice issued may only be submitted in writing, within 30 (thirty) days following the issuance of the invoice. The date of submitting the complaint shall be the date on which the complaint was received by BUD's OTC Department.

If the complaint is accepted, the necessary correction shall be made by BUD in line with the relevant provisions of the prevailing VAT act.

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

The Partner is entitled to receive a copy of the certificate of insurance coverage (“fedezetigazolás”), and to receive information about the details, endorsements, exclusions in the C.A.R. policy.

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

- 5.3. If the subject of the Contract is construction-assembly works at the Airport, the Partner shall be obliged to contract the following insurance policies, under the following conditions:
1. Employer liability insurance for accidents involving its employees, in the minimum amount of 30,000,000 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 subcontractors also conclude the same contracts within the entire subcontractor chain.

## **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 Works ordered may be divided into several parts, BUD may withdraw from the Contract or the Order not only in respect of the performance of the Works 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 section, 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 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.