General Terms and Conditions
for ordering services
Effective from 1st January, 2023 until recalled

1. General Provisions

1.1 These General Terms and Conditions (hereinafter referred to as: **"General Terms and Conditions"**) shall apply to any agreement and framework agreement on ordering services (hereinafter jointly referred to as: the "**Agreement**") and for the customized agreements concluded within the scope of the framework agreement (Customized Agreement) which are concluded by **KVV Tank and Pipeline Construction Private Limited Company** (HU-8600 Siófok Bajcsy-Zsilinszky str. 207,; reg.nr.: 14-10-300048; tax nr.: 11225331-2-14) as customer or principal (hereinafter referred to as "**Customer**") with the service provider, entrepreneur or agent (hereinafter referred to as "**Partner**") providing the service that is the subject of this Agreement. Agreement and Customized Agreement hereinafter uniformly referred to as Agreement.

1.2 The Parties expressly exclude application of the general terms and conditions of Partner or any provision of those for performance under the Agreement.

1.3 When concluding the Agreement, for their contractual relationship the Parties expressly exclude any and all former agreements, related practices and conditions invalidated or still in full force and effect between them.

1.4 In case of concluding a framework agreement Customer shall request for performing the services subject of the Agreement continuously, arising as per demand during the term of the Agreement, by issuing several single orders (hereinafter referred to as: the "**Order**"). The Order contains the data of the Parties, SAP number and date of the Order, description of the services to be performed, as well as its technical content, deadline, scheduling and the unit price-based fee/ lump sum. Partner shall confirm receipt of the Order within 3 (three) business days after receipt in writing. Failing to provide confirmation, the Parties shall consider the content of Order accepted and the Agreement is concluded between them. The Order shall form an inseparable part of the framework agreement and any matter not regulated by the Order shall be governed by the provisions of the framework agreement.
The Parties may conclude a Customized Agreement for certain transactions falling within the scope of the framework agreement, as per Customer's choice by expressly excluding the provisions of the framework agreement. The current General Terms and Conditions shall apply to the Customized Agreements to be concluded.

1.5 The Agreement or the Customized Agreement under the framework agreement shall be concluded upon signing by the Parties. The Customer shall also be entitled to issue single Orders, i.e. Orders without framework agreement. In such case Partner shall confirm receipt of the Order within 3 (three) business days after receipt. Based on the Single Order, the Agreement is considered to be concluded at the time of written confirmation, or, failing this, on the 4th (fourth) working day as from the date of receipt of the Single Order by Partner.

2 The Fee

2.1 The Parties shall set out the amount of the consideration payable for the works/services in the Agreement. . The Fee shall be a fixed lump sum or price formed from fixed unit price and actual quantity which may not be changed during the term of the Agreement, including the term of any extra work.

2.2 Parties shall determine a payment schedule (partial invoices, final invoices) in the Agreement. Partner shall submit a partial or final invoice upon a performance certificate, on an amount approved therein. Customer may set the approval of the works/services by its own customer as an additional condition to submitting any invoice.

2.3 By signing the Agreement, Partner shall declare that, it carefully checked the documents constituting inseparable parts of the Agreement and other documents placed at its disposal by the Customer with the necessary and appropriate professional competence and it is aware of the facts and provisions set out in these documents. Partner - based on its experience - determined the fee by considering this above referred information and being acquainted with the location of performance. Partner was able to determine the tasks necessary for performing the subject of this Agreement in terms of appearance and quality conforming to first class quality requirements and conditions which make undisturbed use possible and it considered all technical and demand level-related uncertainties.

3 Extra Work, Additional Work in case of lump sum fee

3.1 During the performance of this Agreement, extra work is considered to be work commissioned by Customer which is not set out in the documentation constituting the basis of this Agreement (Technical Specification / Content) and the necessity of which could not be foreseen at the time of concluding the agreement.

3.2 Additional work is considered to be services which are set out in the documentation constituting the basis of

this Agreement (Technical Specification / Content) and are not considered in determining the fee, but the lack of these services makes the subject of agreement unsuitable for proper use.

3.3 In addition to the fee, Partner shall charge consideration only for the extra work and is not entitled to any payment for additional work.

3.4 Such extra work shall be done and settled based on mutual written agreement and itemised settlement of accounts. In this case, the material cost and fee items of extra work shall be identical to the material cost and fee items broken down in the Agreement, or, in lack of it, the offer. If the Customer requests the performance of extra work concerning which the itemised quotation of the Agreement does not specify any unit price, Parties shall enter into a written agreement prior to starting the work which is based on the purchase price of the used materials verified by vouchers and invoices, as well as KönyvCalc norms, calculated with the profession-related overhead hourly rate set out in the Agreement.

3.5 In the case of any change order is required by the Customer or due to change in the regulatory requirements or if the Partner requires alterations from the original technical content, the Customer shall send a written change request to the Partner.

3.6 Any and all kinds of changes in performance (including extra work) can only be performed based on the prior written declaration of the Customer. In the absence of such declaration, Partner may perform differently from the approved content at its own risk and responsibility.

3.7 Extra work may be settled in the final invoice, unless Parties agree otherwise.

3.8 Additional work is also registered in the construction log book or in the minutes.

4 Invoicing and Payment Terms

4.1 At the time of issuing each partial invoice and upon the comprehensive performance of the Technical Specification / Content set out in the Agreement, the Partner is entitled to prepare a notification of completion of the Technical Specification / Content annexed to the partial and final invoice. Partner shall prepare a notification of completion of the performed works in which it provides an itemised list (by referring to the main work types) of the works and services performed in the given phase (hereinafter referred to as: "**Work**"). Partner sends the officially signed notification of completion to the Customer requesting the approval of its performance based on which the Parties shall conduct the suitable procedure to accept and take over the performance/partial performance.

4.2 During the procedure set in Clause 4.1. following the Partner's notification of completion, a document (minute) is drawn up about the completed task, on the basis of which the Customer is obliged to issue a certificate of completion in accordance with the Agreement based on the sample used in the SAP system (hereinafter: "Certificate of Completion") within a maximum of 5 days, given that the performance of Works listed in the notification were performed in accordance with the Agreement are

(a) accepted by the Customer and
(b) no quantity or quality defects or other shortcomings were found in relation to the affected Works or if the defects and shortcomings were properly corrected and approved by the time of issuing the performance certificate.

4.3 The Parties state that the performance certificate itself shall not verify the claim of Partner and shall not serve as basis for Partner claiming its fee. From financial and legal aspects, Partner issuing its invoice on the fee set out in the performance certificate as per the provision of this clause and submitting that to Customer with the required appendices and Customer receiving and accepting such invoice are also needed for Partner to claim its fee.

4.4 No advance payment shall be made in relation to the Fee.

4.5 For the Works performed in accordance with the Agreement and certified by the Performance Certificate, Partner may submit its invoices issued on an amount marked as accepted in the performance certificate and as per a payment schedule set out in the Agreement, within deadline set in related legal regulations in 1 (one) original enclosing the Performance Certificate.

4.6 Form requirements of the invoice:

- the particulars of the Customer set out in the Agreement shall be listed at particulars of Customer
- the invoice shall be paper-based or electronic
- the form of the invoice shall be in line with the requirements of the relevant laws and regulations
- Partner shall indicate the number of the Agreement and the SAP number of the Order on the invoice and shall attach the Performance Certificate, being basis of issuing the invoice thereto, verified and signed by Partner and Customer, and issued in line with a printout from the SAP system of Customer and as per the provisions of these General Terms and Conditions, also the Declaration of the Owner ("*Tulajdonosi Nyilatkozat*", if required).

- name and address of the Project shall be indicated in a separate column of the invoice;
- Partner shall attach any other appendices to the invoice if set out in the Agreement.

4.7 The Parties state that if the form of the invoice is not acceptable or the performance of Partner is challenged, Customer shall refuse to accept the invoice and shall send that back to Partner along with reasoning to such refusal. Refusal of accepting the invoice of Partner shall be deemed as Customer challenging the claim of Partner.

4.8 In case of an incorrect or such an invoice which is not issued in accordance with the above, the payment deadline stipulated in the Agreement shall begin once all the deficiencies have been removed, i.e. on the day subsequent to the receipt of the invoice that is correct both in form and content and Partner may not claim any default interest from Customer referring to late performance of an improper invoice issued not in line with the above provisions.

4.9 Method and place of submitting an invoice
via registered mail to the following address:

2443 Százhalombatta Pf. 31.

via electronic mail to the following e-mail addresses:

szamla_elorogzitok@olajterv.hu

bankiutalasok@olajterv.hu

4.10 Payment date of (partial and final) invoices shall be 60th day following the day of the receipt of the invoice by the Customer.

Partner may claim default interest at the rate specified in the Civil Code applicable at all times for transfers made after the deadline set out in first section of this clause.

4.11 Partner acknowledges and accepts that payments made via settlement at bank accounts shall be deemed as paid on the day when the amount is debited to the bank account of Customer. Payment shall be made via bank transfer to the bank account of Partner.

Each party bears its own bank costs, with the exception that, in the case of an international HUF transfer, the costs of the sending bank are borne by the transferring party, while the costs of any other bank participating in the transaction (e.g. correspondent bank, beneficiary bank) are borne by the beneficiary party.

4.12 In case of Customer having any claim against Partner on any legal ground arising from or outside this Agreement or from any legal relationship between the Parties, including claims and penalties reported in writing, Customer may set-off such claim from any amount payable to Partner and may satisfy such claim that way. Customer may also set-off its claims against Partner enforced as per the Agreement from the fee payable to Partner and may deduct such amount from the due payments.

4.13 Partner undertakes not to refer to any of its claims against Customer in case of any third person (e.g. supplier) introducing any claim against Partner. Partner also undertakes not to offer its claim against Customer as a security. Partner shall settle and satisfy such claim at its own costs.

4.14 The Customer provides the Partner with the opportunity to submit a demand for performance before the payment deadline stipulated in the Agreement (discount), no more than twice per calendar year. The Partner is obliged to submit its claim together with the invoice, and the claim shall only be validated in case of a written discount agreement concluded between the Costumer and the Partner, taking into account the provisions of the Customer's internal regulations.
The Parties agree to accept and account the amount of the discount applicable in case of early payment as non-repayable asset received. Partner may not claim the discounted amount back, Customer may keep such amount for good as a fee discount.

5 Performance Deadline

The Parties shall set out any deadline in the Agreement or the Customer shall set out any deadline in the Order.

6 Performance

6.1 Any act by Partner shall be deemed as performance, if Partner hands any and all undertaken services over to Customer in first-rate quality and in accordance with the prescriptions/standards/technical requirements set out in the Agreement, without any defect and any lack of quantity, of content as set out in the Agreement, enclosing the related documents before the due date and Customer accepts those.

6.2 Customer shall issue the performance certificate, a document verifying acceptance and approval of the contractual performance of Partner, as set out in Clause 4.2 above.

6.3 Accepting any non-contractual performance shall not be deemed as waiver of any claim of Customer arising from the non-contractual performance of Partner.

Customer maintains the right to enforce any claim related to hidden defects and defects not detected by Customer during delivery and/or reported by its own Customer / the Investor.

6.4 If Partner considers not to be able to keep the deadlines set out in Agreement for any reason, Partner shall, without any delay, inform Customer about the reason and probable length of the occurring delay. Partner shall take all measures serving progress and ensuring keeping deadlines. Partner may not receive any remuneration for such measures.

6.5 Place of performance shall be the address determined by Customer in the Order or set out by the Parties in the Agreement.

7 Tasks of Customer

7.1 The Parties shall list the tasks of Customer in the Agreement.

7.2 Customer shall provide Partner with all relevant information needed for performance under the Agreement.

8 Obligations of Partner

8.1 Partner shall fulfil its obligations in line with the laws, regulations and standards in full force and effect at the date of concluding the Agreement, also of technical content as per the instructions of Customer (and via Customer of the Investor)

8.2 Customer may give instructions to Partner. Partner shall call the attention of Customer to the fact if any instruction is unprofessional or if considering the given circumstances such instruction is impossible to follow or is not reasonable. If Partner fails to comply with such obligation, Partner shall bear full liability for the damages of Customer arising from this failure by Partner.

8.3 Customer has the right to follow the performance process, to ask for consultation and to give instructions and Partner is obliged to fully comply with these requests at the time and location designated by Customer.

9 Warranties, guarantee

9.1 Partner shall undertake a warranty for the performed work/services and the built in or replaced materials provided by Partner in line with the provisions of the effective laws and regulations. If Partner undertakes an obligation to transfer proprietary rights, rights or claims for consideration in accordance with the Agreement, Partner undertakes a warranty that the acquisition of proprietary rights, rights or claims shall not be limited and its value shall not be reduced by the right of a third party.

9.2 Partner shall bear full warranty and liability for the services provided by Partner, as well as the implemented facilities and delivered materials and devices.

9.3. Partner shall undertake a guarantee for fulfilling its obligations and for the suitability of the Works and any part thereof under the Agreement for a period prescribed by the law, but at least for a period set out in the Agreement.

9.4. Partner shall repair the defective work or material built-in, or if Partner is not able to do so within a period agreed with Customer, Partner shall carry out the work again within a reasonable period and shall replace the material built-in.

The guarantee period shall recommence for the repaired or replaced products/work.

The guarantee shall not cover remedying any damage attributable to natural disasters, abuse or any other improper use and interference.

Partner shall be liable for damages arising from Partner failing to perform its guarantee obligations or performing those improperly.

10. Financial bonds

If Partner shall provide a performance or a warranty bond, the extent, effectiveness, validity of the bond, also the deadline for delivering such bond shall be determined in the Agreement.

10.1 Performance bond

The performance may be secured by (i) deduction from the remuneration payable for performance (retention), (ii) a bank guarantee or (iii) a surety bond issued under an insurance agreement. The required form of the performance bond is always provided for in the Agreement. The surety bond shall be direct, i.e. the surety may not claim from Customer to enforce its claim from Partner first. Should Partner fail to submit the bank guarantee or the surety bond, Customer - if the invoicing schedule according to the Agreement allows it - enforces this claim by withholding, if not able to do so, entitled to, after 10 days from the date of receipt by the Partner of the written call of the Customer to recover, terminate the contract with immediate effect.

10.2 Warranty/guarantee bond

The performance of guarantee/warranty obligations may be secured by (i) deduction from the remuneration payable for performance (retention), (ii) a bank guarantee or (iii) a surety bond issued under an insurance agreement. The required form of the warranty bond is always provided for in the Agreement. The surety bond shall be direct, i.e. the surety may not claim from Customer to enforce its claim from Partner first.

Partner shall provide the warranty/guarantee bond to the Customer in the deadline specified in the Agreement, but up to the commencement date of the guarantee/warranty period at latest.

Should Partner fail to submit the bank guarantee or the surety bond simultaneously with its final invoice, Customer shall enforce this claim by withholding.

10.3. For both the bank guarantee and the surety bond provided as performance and/or warranty bond it is required to be issued in favour of the Customer, from banks acceptable for the Customer, with appropriate content, in an amount equal to the amount specified in the Agreement, and with an expiry date equal to the expiry date specified in the Agreement and being unconditional, irrevocable commitment to be fulfilled for first demand

11 Insurance

Partner shall take any insurance of any kind and extent as set out by the Parties in the Agreement and shall maintain that until full performance of its obligations under the Agreement.

12 Default Penalty

12.1 Partner acknowledges that Partner shall pay default penalty for breaching the Agreement for any reason attributable to Partner. Partner shall pay default penalty for any delay, non-contractual performance and/or non-performance, violation of HSE rules, failure to provide information and breach of confidentiality obligations.

12.2 The default penalty shall be due when:

a) if the delay is over or the new deadline (extended deadline) for performance provided due to the delay elapsed (whichever occurs earlier), in case of late performance;

b) a notice is communicated, in case of non-contractual performance:

c) Customer exercises its right to rescind or terminate the Agreement with immediate effect, in case of non-performance;

d) a notice is communicated, in case of violation of HSE rules, failure to provide information and breach of confidentiality obligations.

12.3 Partner shall pay default penalty for any delay in performance, i.e. if not keeping deadline(s) (including interim and final deadlines) is attributable to Partner; amount of the default penalty shall be equal to 1% (one per. cent) of the net contractual fee but shall not exceed 10% (10 per. cent) in total for the given delay.

12.4 Customer may claim cancellation penalty for any unfeasibility attributable to Partner, for Partner denying performance without proper reasoning and for Customer lawfully terminating or withdrawing from the Agreement due to any wrongful conduct of Partner. The amount of the cancellation penalty shall be 20% (20 percent), the net contractual fee of the affected work shall be the basis for calculation. In case of Customer terminating or withdrawing from the Agreement, Partner shall receive remuneration for partial performance accepted beforehand in terms of quality and quantity requirements. Customer shall pay such remuneration as agreed before as set out in Clause 4.12.

12.5 In case of any non-contractual performance by Partner and if Customer does not request correction, Partner shall pay default penalty, the amount of which shall be 10% (ten percent) of the contractual net price of the work affected by such non-contractual performance. If Customer requests correction, the rules of delay shall apply to the extent of default penalty.

12.6 If Partner foresees that his performance will not be in accordance with the Agreement (delayed or non-contractual and/or non-performance) but does not inform the Customer thereof, Partner is obliged to pay a penalty of 10% (ten percent) of the penalty otherwise payable.

12.7 If Partner violates the confidentiality obligation set in the Agreement, SPartner is obliged to pay a penalty, the amount of which shall be 5% (five percent) of the contractual net price of the goods.

12.8 If Partner violates its obligation arising from the HSE rules, Partner is obliged to pay to the Customer a penalty according to the provisions of the Agreement, in lack thereof penalty equal to 10% (ten percent) of the contractual net price of the goods affected by the violation.

12.9 Customer may claim reimbursement of its damages exceeding the amount of the default penalty, also any other claim of Customer may be enforced.

12.10 Customer shall charge the amount of the deafult penalty that cannot be set off in a separate letter which Partner

is obliged to pay by bank transfer within 15 days of receipt thereof.

13 Damages

If Partner causes damage to Customer by breaching any of its obligations set out in the Agreement, Partner shall reimburse all damages of Customer which Customer suffered in connection with Partner's breach of contract including but not limited to damage occurred in Customer's property, loss of economic advantage and costs, claims made against Customer by the Investor or third parties for damages (including consequential damages), default penalty, loss of economic advantage and costs. Partner acknowledges that when determining damages to be enforced against Partner, Customer will consider Customer's responsibility toward the Investor, the damage, cost and default penalty claims made by the Investor against Customer in relation to the late and/or non-contractual performance of Partner based on the agreement of the Investor and the Customer.

14 Copyright

14.1 Customer shall overtake any and all copyright attached to or available for any intellectual property delivered to Customer under the Agreement, the Parties considered this when determining the remuneration payable under the Agreement. Partner may use the intellectual property only for its business operation, shall not make it public, shall not disclose that to any third party and shall not utilise that in any way. Customer shall have exclusive, full and unlimited disposal of the intellectual property.

14.2 Customer overtakes the exclusive, full and unlimited right to use the intellectual property at handover of such intellectual property. Customer may transfer such right to any third person without any limitation and may give further authorisation to any third person to use that.

14.3 Under the Agreement Customer may revise and alter the intellectual property without the need to obtain the consent of Partner thereto.

15 Confidentiality

The Agreement and its appendices, any fact, condition and other information the Partner became familiar with during its performance under the Agreement are confidential and the Parties will disclose them to any third person (including the media) as per the prior written agreement with the other Party. This provision shall not be applicable to any disclosure to the owners and/or the companies providing financial or other services, also to any disclosure given as per the effective laws and regulations.
This confidentiality clause shall be binding to the Parties without any limitation in time.

16 Co-operation

16.1 Any correspondence shall be in writing and shall be delivered to the proper address of the given Party in person or via mail. In case of any dispute letters (the content of which affects significant matters of the Agreement) sent via e-mail may be deemed as delivered if those were signed and sent to the other Party via mail as well.

16.2 Any correspondence, i.e. statements and notices relating to the Agreement shall be made in writing or by e-mail to the postal address specified in the Agreement (a) in person or (b) by courier or (c) by post, or (d) to a fax number or (e) to an e-mail address (or to another person sent by one party to the other party in accordance with the provisions of the Agreement, or to another postal address in person, by courier or by post, or to an email address or fax number). A declaration and notification sent by e-mail in the event of a dispute, in so far as its content concerns material matters of the Agreement, shall be deemed to have been served if it is also sent by post by the party concerned to the other party. The declaration shall be deemed to have been served (a) in the case of personal service, at the time of service; (b) in the case of delivery by courier, at the time of receipt indicated on the receipt of the courier service; (c) in the case of registered postal delivery by return receipt, at the time of receipt indicated on the return receipt, unless the postal item returned the item to the sender with an "not searched" or moved to an unknown location, in which case the item shall be deemed to have been delivered on the 5th working day; (d) in the case of a fax, at the time of transmission specified in the successful acknowledgment; (d) in the case of an email, on the date indicated in the confirmation or, failing that, on the working day following its dispatch.
If the delivery according to this Clause 16.2 does not fall within the official hours of a working day (i.e. between 9.00 and 17.00 on a working day), the date of delivery shall be the beginning of the official hours of the next working day at the place of delivery.

16.3 When fulfilling its obligations under the Agreement Partner shall comply with the provisions of the effective laws and regulations, European and Hungarian standards, technological orders, specifications, also with the provisions of the regulations of Customer (and investor) on working hours, work safety and operation, the generally accepted regulations on security technology and occupational health pertaining to the activity subject of the Agreement. Partner by signing the Agreement declares that it has been provided with the Business

Partner Code of Ethics of MOL Group (available on https://mol.hu/en/about-mol/ethics-and-compliance/ethical-behaviour) and with the applicable HSE rules (available on https://molgroup.info/en/about-mol-group/supplier-center/hse-appendix-of-contracts) , it has studied and understood both regulations and hereby consents to conduct business in strict compliance with the requirements of these regulations.

16.4 Partner undertakes not to employ the employees of Customer and/or of the investor, nor to conclude any agreement with them on any kind of work during performance under this Agreement and for 3 (three) years afterwards. This provision shall be binding for the subcontractors of Partner as well.

16.5 Partner shall, without any delay, inform Customer about any condition, which endangers fulfilling its obligations properly or when due. Partner shall be liable for damages arising from Partner not complying with such obligation.

16.6 Customer may transfer the Agreement or any part(s) of that or certain rights or obligations or claim under the Agreement to any third person, with the obligation to inform Partner thereabout beforehand. By signing the Agreement Partner hereby gives its irrevocable consent to such transfer.

17 Rescission, termination with immediate effect

17.1 Customer may extend the deadline for performance in writing in case of any non-contractual or late performance by Partner.
If Partner appears not to be able to keep such postponed deadline either or such deadline expired without any result, Customer may rescind the Agreement before commencement of performance and may terminate the Agreement with immediate effect after commencement of performance. Customer may claim default penalty and reimbursement of damages in such cases as well.

17.2 If it appears before expiry of the performance deadline set out in the Agreement that Partner can fulfil its obligations with significant delay only, which falls out of the interest of Customer, Customer may rescind the Agreement before commencement of performance and may terminate the Agreement with immediate effect after commencement of performance, and may claim default penalty and reimbursement of damages simultaneously.

18 Force Majeure

It shall not be deemed as breaching of the Agreement, if any of the Parties fails to fulfil its obligations due to any reason not attributable to any of the Parties (force majeure). Force majeure shall mean any unforeseeable and unavoidable event or circumstance (e.g. war. strike, earthquake, flood, fire, act of terrorism), which is beyond the reasonable control of the Party affected and which directly prevents the Party affected from performing its obligation. The affected Party shall present proper evidence of the force majeure event upon request of the other Party. If the event of force majeure last for a period exceeding 90 (ninety) days, any Party may terminate the Agreement in writing, disadvantageous circumstance shall not apply in such case, or may terminate the Agreement even if such Party may not do so under the Agreement. The Parties shall inform each other in writing about any oncoming force majeure event, the occurrence and expected period of a force majeure event, without any delay. The Party liable for late notification shall bear liability for damages arising from serving late notification on any oncoming force majeure event or any such event that has occurred.

The Parties lay down that the fact of Coronavirus disease (COVID-19) and the content of the official restrictive measures issued by an authority until the date of conclusion of the contract is recognized by both of them at the time of the conclusion of the Agreement and they undertake to fulfil their obligations under this Agreement in view of this fact and the risks. For reasons of clarity, the Parties also specify that the fact of Coronavirus disease does not in itself constitute grounds of exemption from the contractual obligations. With regard to force majeure declared in connection with Coronavirus disease, the Parties shall adopt the following provisions:

In view of the epidemiological situation, the Parties have introduced voluntary restrictive measures and they have duly informed each other.

The Parties declare that, subject to the limitations set forth in clauses above, they will still be able to fulfill their obligations under the Agreement within the time limits and without any additional costs.

Where the consequences of Coronavirus disease or the official measures taken to prevent them place an additional burden on one of the Parties compared to the restrictions set out in clauses above, the Parties shall act in accordance with the provisions of force majeure and each party shall bear the risk and costs incurred related to its interest. The Parties agree in this respect that it shall not constitute a breach of contract if the party concerned is unable to perform its obligations under the Agreement, because

- the infectious diseases directly affecting its activity or operational areas have reached a stage where

and as a result of which the performance of the contractual obligations can no longer be expected, or

- as a result of infectious diseases directly affecting its activity or operational areas, an official measure of an authority not covered by clauses above has been or will be taken which objectively makes it impossible to perform the Agreement.

The Party wishing to invoke the above circumstances shall immediately inform the other Party thereof when they are incurred. In this case, the Parties shall jointly assess and classify the situation within the shortest time frame possible.

19 Data protection

19.1 Data protection is extremely important for the Parties, given that personal data is collected, processed and registered in relation to the Agreements and the Customized Agreements.

19.2. The Parties declare that Regulation 2016/679 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: "GDPR") and Act CXII of 2011 on informational self-determination and freedom of information (hereinafter referred to as the "Privacy Act") are recognized as binding on them.

19.3. With regard to the provisions of the GDPR and the Privacy Act, the Parties are considered to be data controllers in view of the fact that they process personal data in connection with the conclusion and performance of Agreements and Customized Agreements and determine the purposes and means of data processing independently or together with others.

19.4. The Parties agree that the personal data provided to them by the other party's employees, senior officials or other private agents during the conclusion or performance of Agreements shall be processed in accordance with the provisions of the GDPR and the Privacy Act.

19.5. Data protection issues not regulated in these General Terms and Conditions shall be governed by and in accordance with the statements provided by Customer available on Customer's website: https://molkvv.kmak.hu/documents/beszerzes/kvv-szallitoknak-szolo-adatvedelmi-nyilatkozat.pdf, and the applicable legislation in a way extends to Partner.

20 Miscellaneous

20.1 Any amendment to the Agreement shall enter into full force and effect upon the written agreement of both Parties only.

20.2 The prior written approval of Customer is needed for any public use of reference (e.g. in the media, in marketing materials, on the website etc.). Partner may use the works it carried out under the Agreement as reference in a form priory agreed with Customer and after obtaining the written approval of Customer, provided that Partner shall not violate the interest of the OT Industries Group of Companies. Partner may also put the name of Customer on its reference list in a form priory agreed with Customer and after obtaining the written approval of Customer. Partner shall remove the challenged disclosure immediately upon receipt of the notice of Customer if Partner violates the provisions of this Clause, and Customer may claim reimbursement of its damages.

20.3 Any delay or failure in enforcement of any right under the Agreement shall not be deemed as waiver of enforcement of such right and partial or exclusive enforcement of certain rights may not exclude enforcement of any other or residual right.

20.4 The Agreement shall be governed by Hungarian law, especially by the provisions of the Hungarian Civil Code. The Parties expressly exclude the application of the international private law norms and of the UN Treaty on the agreements of international sale and purchase of goods dated 11 April 1980. Provisions commonly used in trading shall be interpreted in line with the effective Incoterms (ICC, Paris).

20.5 The Parties agree to attempt to settle any dispute between them arising from the Agreement amicably, out of court and they will use mediation services in the cases set out in the Agreement.

The Parties agree that if they are unable to settle the above dispute through negotiations, out of court, they shall stipulate the ordinary Hungarian courts competent under Hungarian law for the final settlement of the dispute.

20.6 The Agreement concluded by the Parties shall contain any and all terms and conditions of the agreement between the Parties, therefore any former non-written agreement between the Parties shall cease to exist simultaneously with signing the Agreement. During interpretation of certain provisions of the Agreement the former declarations of the Parties may be taken into consideration when dealing with performance or any dispute.

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