



Gép és Daru Kft.

Budapest Kelenvölgyi határsor 5. H- 1119

+ 36 1 371-2800

gd@gepesdaru.hu

www.gepesdaru.com

General Terms and Conditions

The specific/individual terms of GD Gép és Daru Kft.'s orders take precedence over these General Terms and Conditions (GTC).

1. Acceptance of Order by the Supplier

1.1. The Supplier must confirm GD Gép és Daru Kft.'s order in writing; otherwise, if no response is received within 48 (forty-eight) hours, the order is deemed expressly accepted by the Supplier. In the event of a dispute regarding the Order, the Supplier must communicate any objection to the unaccepted clause(s) in writing; in the case of missing this obligation this, these general terms and conditions are deemed accepted, and the Supplier's own sales conditions waived.

1.2. Acceptance of GD Gép és Daru Kft.'s order by the Supplier implies acceptance of:

- the specific/individual conditions of the order,
- these GTC if they have not been modified by specific/individual conditions of the order or by a supplementary order.

1.3. The Supplier is obliged to accept GD's order if it strictly complies with the Supplier's offer and is issued within the deadlines set by GD.

1.4. The commencement of delivery or invoicing constitutes complete acceptance of the order by the Supplier.

2. Contractual Documents

The contractual documents are defined as the GD "Order" and "Order Modification" documents, including any annexes, along with these GTC.

All clauses contained in documents preceding the order issued by GD shall be considered invalid.

The Supplier is required to notify GD Gép és Daru Kft. of any changes in products and/or processes, suppliers, or manufacturing locations in order to GD's approval. Furthermore, the Supplier must apply GD Gép és Daru Kft.'s relevant requirements to all elements of its supply chain.



Gép és Daru Kft.

Budapest Kelenvölgyi határsor 5. H- 1119

+ 36 1 371-2800

gd@gepesdaru.hu

www.gepesdaru.com

In the event of any contradiction or discrepancy in interpretation between these GTC and other documents related to the Order, the documents should be interpreted in descending priority as follows:

- The Order,
- Documents explicitly referenced in the Order, excluding the Supplier's general sales terms and conditions,
- Any specific/individual agreement made between the Supplier and GD Gép és Daru Kft. (e.g., framework agreement),
- The current version of these GTC, as amended or supplemented by order.

3. Suppliers and Subcontractors

3.1. Without GD's approval, the Supplier may only partially fulfill the Order if it does not incur additional costs or alter the final deadline for completion. In other cases, partial fulfillment must be approved by GD.

3.2. The Supplier shall provide GD with a list of its suppliers and subcontractors, indicating the origin and source of procured materials. The Supplier must comply with all Hungarian and European regulatory and legal requirements concerning hazardous materials, with particular emphasis on Regulation No. 1907/2006 ("REACH"). The Supplier must fulfill all requirements related to market access, including, if necessary, registration obligations and information obligations concerning the delivery of substances, preparations, and/or articles. The Supplier is also required to voluntarily provide GD Gép és Daru Kft. with all necessary information in this regard, including (without limitation) information provided under Articles 31-33 of the REACH Regulation.

3.3. When the Order requires the involvement of a supplier or subcontractor for certain components, the Supplier retains full responsibility for fulfilling the Order. The Supplier must ensure compliance with all relevant requirements of GD and provide the necessary documentation.

3.4. The Supplier shall inform its suppliers and subcontractors of all measures and requirements relating to their obligations regarding the Order.

3.5. GD cannot be held liable for any consequences arising from shipments sent directly to GD's premises by the Supplier's suppliers and subcontractors without prior written consultation and approval.



Gép és Daru Kft.

Budapest Kelenvölgyi határsor 5. H- 1119

+ 36 1 371-2800

gd@gepesdaru.hu

www.gepesdaru.com

4. Provision of Services

The Supplier providing services commits to familiarize itself with and comply with specific requirements related to the fulfillment of tasks on GD's premises, in the vicinity of GD sites, or at external work sites. The Supplier shall be solely responsible for any accident or damage resulting from the service provision, whether it involves personal injury or property damage due to the presence of its personnel or equipment. The Supplier must confirm the existence and validity of necessary insurances.

5. Deadlines and Delivery Delays

5.1. The specified delivery deadline shall be defined by the specific terms of the Order. The mode and schedule of delivery must be selected in a way that allows adherence to the contractual deadlines specified in the Order, which—unless otherwise stated—refers to delivery to the destination.

5.2. All costs associated with meeting the deadline or minimizing delays must be borne by the Supplier.

5.3. If the specific terms impose delay stipulated damages and compensation for late delivery, the Supplier, after notification, must pay the default amount. If the Supplier fails to perform, the stipulated damages shall apply automatically without further notice.

5.4. Early deliveries may only occur with GD's prior written consent. However, as regards payment terms, the original delivery date specified in the Order remains valid.

6. Documents – Monitoring – Inspection – Acceptance

6.1. Despite any approval given by GD for the Supplier's documents, the Supplier's responsibility remains unchanged.

6.2. To facilitate tracking of the performance, the Supplier must provide unrestricted access to GD employees at predetermined times within their facilities.

6.3. The purpose of progress and performance inspections during production is to keep GD informed of the current status, and these inspections in no way release the Supplier from their responsibility to perform. Acceptance can only be officially declared when the Supplier's service is fully completed.



Gép és Daru Kft.

Budapest Kelenvölgyi határsor 5. H- 1119

+ 36 1 371-2800

gd@gepesdaru.hu

www.gepesdaru.com

6.4. The Supplier must promptly notify GD of any planned changes to the product composition or technical execution conditions. Such changes cannot be implemented without prior written consent from GD. Similarly, GD must be informed of any defects or non-compliances with the previously agreed-upon specifications.

7. Waste – Ensuring Compliance

In cases of non-compliance, the Supplier must have any exemption/deviation requests approved by the Quality Assurance Department of GD Gép és Daru Kft. Shipments may only proceed following written approval. If, upon acceptance or commissioning, the product or service as per the Order does not meet contractual requirements or fails to fulfill general quality criteria, GD reserves the right to:

- reject the delivery and unilaterally terminate the Order in writing (in which case any advance payment, if applicable, will be refunded immediately); or
- require the replacement or repair of the product, in which case the product must undergo further inspection and testing. All costs arising from the replacement or repair must be borne by the Supplier. The Supplier is obligated to use components originating from the original or official distributor or from approved sources. The Supplier must ensure traceability of the parts and components.

8. Deliveries

8.1. Each package must include a delivery note that references the Order.

8.2. If the ordered materials and products are damaged during shipping or storage due to inadequate packaging, protection, or securing, the resulting costs shall be borne by the Supplier.

9. Invoicing – Payments – Compensation

9.1. The Supplier may only issue an invoice or request an advance payment once all related obligations have been fulfilled. Otherwise, GD reserves the right to withhold payment. The invoice must be accompanied by a proof of receipt or completion certificate.

9.2. Payment for invoices is due within 30 (thirty) days from the invoice date.

9.3. GD Gép és Daru Kft. reserves the right to offset its liabilities with any amounts owed by the Supplier, including penalties.



Gép és Daru Kft.

Budapest Kelenvölgyi határsor 5. H- 1119

+ 36 1 371-2800

gd@gepesdaru.hu

www.gepesdaru.com

10. Default stipulated damages

Default in service provision will automatically lead to stipulated damages charges by GD Gép és Daru Kft. against the Supplier. These stipulated damages apply to each day of delay, beginning from the third day of non-performance, and can amount to a maximum of 1.5% of the net total of the Order issued by GD Gép és Daru Kft. (excluding shipping and handling costs). GD Gép és Daru Kft. reserves the right to invoice these default stipulated damages, which must be paid by the Supplier within thirty (30) days from the receipt of the invoice, or the amounts may be deducted from any overdue or pending payments at GD Gép és Daru Kft.'s discretion. GD Gép és Daru Kft. reserves the right to claim additional compensation for any damages resulting from default or to terminate any part of the Contract. Payment of default stipulated damages does not relieve the Supplier of their contractual obligations.

11. Warranty

11.1. The Supplier provides a warranty covering material and workmanship defects for the products supplied. This warranty period begins on the date of acceptance, after unloading and, if necessary, commissioning, and lasts for two (2) years, unless otherwise specified in the specific terms of the order. During the contractual warranty period, the Supplier must immediately replace or repair any defective deliveries at no cost, including all expenses resulting from the defective product.

11.2. Any repaired or replaced deliveries, or parts thereof, shall be subject to the same warranty conditions and duration as the original. The Supplier must comply with legal requirements regarding hidden defects.

12. Liability – Insurance

12.1. The Supplier is liable for all material, non-material, or personal damage caused by any action or omission, or due to failure in the full or partial fulfillment of the Order, as well as for any damage caused by its employees, subcontractors, or equipment. The Supplier is obligated to compensate GD Gép és Daru Kft. for any such damages in accordance with applicable laws. The Supplier has an obligation to ensure successful outcomes in delivering the Services or Ordered Goods.

12.2. For Orders related to Services, the Supplier also has a general duty to provide information and advice to GD Gép és Daru Kft.



Gép és Daru Kft.

Budapest Kelenvölgyi határsor 5. H- 1119

+ 36 1 371-2800

gd@gepesdaru.hu

www.gepesdaru.com

12.3. The Supplier agrees to maintain an insurance contract to cover any potential damages that may arise during the fulfillment or delivery of the Order and undertakes to maintain these insurance policies to cover all potential damages that may occur to GD or third parties during or as a result of fulfilling the Order.

12.4. If requested by GD Gép és Daru Kft., the Supplier must provide a statement detailing the contents and amounts covered by its insurance policies.

12.5. The terms and limits of these insurance contracts shall not limit the Supplier's liability.

13. Models – Tools

13.1. Products created by the Supplier as part of fulfilling the Order from GD Gép és Daru Kft. become the property of GD at the moment of completion.

13.2. The Supplier must ensure that contractual drawings, models, and documentation provided by GD are adhered to. Any improperly manufactured parts will be rejected, even if the defects result from errors in the drawings supplied by GD.

13.3. All tools and products necessary for fulfilling the Order must be used exclusively for the execution of the contract and may not be reproduced or transferred to any third party without prior written consent.

14. Intellectual Property

14.1. GD Gép és Daru Kft. remains the sole rightful owner of all drawings, plans, know-how, and intellectual property acquired prior to or during the fulfillment of the Order, and which were provided to the Supplier for the effective execution of the Order.

14.2. Without prior written consent, the Supplier is not authorized to communicate or pass on to third parties any documentation, tools, or products prepared for GD or obtained through collaboration with GD.

14.3. The Supplier commits to immediately returning all documentation, tools, or equipment that are the property of GD upon request, especially upon completion of the Order.

14.4. All results achieved or created in relation to the Order (including all designs, products, patentable or non-patentable innovations, procedures, know-how, tests, samples, software, IT developments, specifications, databases, drawings, information, names, logos, etc.) developed by the Supplier in the fulfillment of the Order



Gép és Daru Kft.

Budapest Kelenvölgyi határsor 5. H- 1119

+ 36 1 371-2800

gd@gepesdaru.hu

www.gepesdaru.com

shall fully become the property of GD Gép és Daru Kft. The transfer of ownership occurs during the fulfillment of the Order, and all intellectual property rights associated with the results become the exclusive property of GD Gép és Daru Kft., including the right to fully or partially exploit, use, reproduce, communicate, and market the results.

14.5. The Supplier may not develop services or products that significantly resemble the information obtained under GD's Order or the services/products provided. The Supplier is not entitled to transfer or assign rights to the results or any part thereof to third parties.

14.6. If the results include works and/or inventions eligible for intellectual property protection, GD Gép és Daru Kft. reserves the exclusive right to file industrial property claims at its own expense in any country, and the Supplier agrees to take all necessary measures to enable GD Gép és Daru Kft. to exercise this right.

15. Suspension – Termination

15.1. GD reserves the right to suspend the execution of the Order at any time. In such cases, an agreement on compensation payable to the Supplier shall be established, covering only additional costs directly resulting from the suspension, excluding any indirect damages such as business loss or lost profits.

15.2. If due to force majeure or customer circumstances GD must partially or fully terminate the Order, compensation for termination is limited to specific costs incurred by the Supplier for the Order as of the termination date, after deducting any advance payments that may have been made.

15.3. GD reserves the right to terminate the Order or any part of it at any time if the Supplier breaches its contractual obligations. This also applies if, during the execution of the Order, it becomes evident that the subject of the Order may be partially or fully rejected upon completion. In such cases, GD reserves the right to claim compensation from the Supplier.

16. Confidentiality – Advertising

16.1. Information communicated within the framework of the Order by GD Gép és Daru Kft., its customers, or subcontractors must be treated as confidential information.

16.2. The Supplier agrees to keep all information provided by GD Gép és Daru Kft. during negotiations and throughout the fulfillment of the Order confidential for five (5)



Gép és Daru Kft.

Budapest Kelenvölgyi határsor 5. H- 1119

+ 36 1 371-2800

gd@gepesdaru.hu

www.gepesdaru.com

years following the completion or termination of the Order, regardless of the nature of the information. Additionally, the Supplier agrees:

- not to directly or indirectly pass on information to third parties unless deemed necessary to fulfill the Order and justified by the Supplier;
- to take all reasonable measures to protect the information received with the same care as it would its own confidential information;
- to use the confidential information exclusively for the fulfillment of the Order.

16.3. Under no circumstances may the content of GD's Order be advertised in any form.

17. Transfer of Ownership and Risk – Ownership Retention Clause

17.1. Ownership transfer occurs when the sold product becomes physically identifiable, whether in whole or in part.

17.2. Without explicit consent from GD, no retention of title clause shall be accepted.

17.3. For products owned by GD and stored by the Supplier, the Supplier is responsible for proper maintenance and preservation and is liable for any losses or damage of these products incur while stored by the Supplier.

18. Pricing

Unless GD specifies otherwise, the agreed prices are fixed and non-negotiable, exclude delivery and packaging costs, are tax-free, and are expressed in euros.

19. Personal Data Processing

The handling of personal data related to the Order and in connection with the Supplier relationship is always necessary for the fulfillment of the Order. These data undergo IT processing and are transmitted to the relevant parts of GD Gép és Daru Kft.

Lajosmizse, 2024.11.12.