

In connection with the access control systems handed over by ANTEUS Kft. during the operating period, the general terms and conditions for business contracts applied by ANTEUS Kft. (,Terms) Effective as of December 15, 2023

1. SUBJECT OF THE TERMS

1.1 Detailed regulation of the terms of a business contract (hereinafter referred to as the “Contract”) between ANTEUS Fejlesztő, Kereskedelmi és Szolgáltató Kft., as the contractor (hereinafter referred to as the “Contractor” or “Anteus”) and the customer signing the document entitled “Order Form for Regular Services” (hereinafter referred to as the “Order Form”) (hereinafter referred to as the “Customer”) (Contractor and Customer collectively referred to as the “Parties”) in connection with the operation of access control systems (hereinafter referred to as the “System”) for the provision of services ordered from the Contractor by signing the Order Form (hereinafter referred to as the “Services”).

2. REGULATION OF LEGAL RELATIONSHIP BETWEEN THE PARTIES

- 2.1 Any matters not regulated in these Terms the provisions of the Civil Code shall apply.
- 2.2 Upon acceptance by the Customer, the Terms shall become part of the Contract. The signing of the Order Form by the Customer is considered the acceptance of the Terms by the Customer.
- 2.3 The signed Order Form, the Service Description Sheets attached to the Order Form (hereinafter referred to as the “Description Sheets”) and the Terms together constitute the Contract between the Parties.
- 2.4 If any provision of the Terms or the Order Form differs from each other, the provisions of the Order Form shall prevail in the given matter.
- 2.5 The Contractor reserves the right to amend the Terms and the Description Sheets in whole or in part at any time, however, it is obliged to notify the Customer in writing - by letter, e-mail or other electronic means of communication - 30 (thirty) days before the amendment enters into force, and at the same time as the notification, make the amendment and the amended and restated Terms available on the Contractor's website at www.anteus.hu/aszf. The Terms can be viewed on the Contractor's website. The Contractor shall separately inform the Customer of the general terms and conditions of service, which differ significantly from the law or the usual contractual practice, or from any clause previously applied between the Parties.
- 2.6 The Customer acknowledges and agrees that the current Terms can be found on the Contractor's website at www.anteus.hu/aszf.
- 2.7 The Terms regulated herein shall constitute an integral part of the Order Form.

3. DEFINITIONS

- 3.1 Capitalized terms used and not otherwise defined in these Terms, the order Form or the Description Sheets shall have the following meaning:
- **Crucial defect** – the partial or total outage of the System or any other defect that hinders the implementation of a Key function of the System.
 - **Serious defect** – a defect that makes it impossible to use the System or any well separable parts thereof or it restricts the use so severely that the System can not be operated in the course of the day-to-day business or the System can only be used at such an unreasonable efforts that economically are not justified.
 - **Defect** – any defect of the System that is not considered a Serious or Crucial defect.
 - **Key function** – the capability of the System whose operation is essential to the intended use of the System or any subsystem thereof.
 - **Software** – the software that operates the System and which is delivered by the Contractor to the Customer. The Software does not include the server and the work station operation system.
 - **Error Report – During Business Hours** a Defect can be reported through Anteus Rendszertámogatási Központ or by phone at: **+36 1 9000 303**. Anteus Rendszertámogatási Központ is available at support.anteus.hu upon prior registration or by e-mail at

support@anteus.hu. Following the submission of an Error Report, the Customer will receive an auto reply e-mail with the time of recording of the Error Report and the serial number of error sheet. If Error Report is made by phone, the Customer will also receive a reply e-mail stating the time of recording of the phone call at Anteus Rendszertámogatási Központ by the colleague of the Contractor and the serial number of error sheet.

During on call hours a Defect can be reported through Anteus Rendszertámogatási Központ or by phone at: **+36 30 828 6160**. If an Error Report is made during on call time through Anteus Rendszertámogatási Központ, the Error Report is considered accepted by the Contractor if the Error Report is confirmed by the Customer by phone at: +36 30 828 6160. With respect to reply e-mails, the provisions for confirmation of Error Report submitted During Business Hours shall apply. .

The timing recorded by Anteus Rendszertámogatási Központ shall be considered authentic by the Parties. The Contractor shall not act if the Error Report is made in another way, for example at different phone number or by e-mail but at an e-mail address other than support@anteus.hu. The Contractor shall not be liable for delay due to inadequate Error Reports. The Contractor reserves the right to voice record the Error Report made by phone. The Contractor shall draw attention of the Customer to voice recording at the beginning of the phone call.

- **Time of Error Report** – Recording of the Error Report at Anteus Rendszertámogatási Központ.
- **Reaction Time** – Time elapsed from the Timing of Error Report until the start of repair of Defect by the Contractor. For purposes of Reaction Time, working hours within Business Hours shall count.
- **Duration of troubleshooting** – Time period from the Time of Error Report during which the Defect is corrected and the repair was reported as complete by Anteus. In the event that the Customer does not respond in writing to the report of complete repair within 1 (one) Working Day, the closing of the error sheet and the correction of Defect shall be deemed to have been accepted at the time of closing.
- **Business Day** – Days defined as Business Days in Section 87 of Act I of 2012 on the Labour Code.
- **Day** – shall mean a calendar day.
- **Services** – shall mean the following services to be provided by the Contractor in connection with the System which can be requested on the order sheet: (i) regular, preservative maintenance, (ii) availability services, (iii) on-call out of business hours, (iv) software tracking (v) daily data backup (vi) warranty repair services (vii) software administration services. A detailed description of each Services is contained in the Description Sheets.
- **Business Hours** – From 9.00 a.m. to 5.00 p.m. on Business Days.
- **On-call Hours** - From 9.00 a.m. to 8.00 p.m. on weekends and on holidays, from 5.00 p.m. to 8.00 p.m. on Business Days.
- **Anteus Rendszertámogatási Központ** – An online error management system operated by the Contractor which can be accessed at support.anteus.hu upon prior registration or by e-mail at support@anteus.hu. The error management system records the reported errors, problems and questions, as well as the solutions to them given by the Contractor. Each record into the error management system contains the time of recording and the name of the user performing the recording (in case of e-mail message, the sender of the e-mail). After entering the website, the category, subject-matter or detailed description of the problem can be given, and it can be tracked where is the solution to the problem. The recorded error sheet can be checked at any time, and the system sends an e-mail notice to the recorder of the error sheet whenever there is a change in connection with the error sheet.

4. CONCLUSION OF CONTRACT

- 4.1 The Customer orders the Services or one of them by filling in, signing the Order Form and sending it to the Contractor or handing it over to the Contractor.
- 4.2 The Contractor shall confirm the order in writing within 8 (eight) Business Days from the receipt of the Order Form. A confirmation within this period is considered a confirmation without delay. By confirming the contents of the Order Form, a Contract is concluded between the Parties.

4.3 If the confirmation differs from the order of the Customer included in the Order Form, the Customer shall notify the Contractor in writing within 5 (five) Business Days from the receipt of the confirmation whether it maintains its order with the changed content included in the confirmation. If the Customer maintains the order, the Contract will be concluded between the Parties with the changed content included in the confirmation. If the Customer does not maintain the order with the changed content, or the Contractor does not confirm the order within the deadline, no Contract shall be concluded between the Parties. If the Customer does not make a statement within 5 (five) Business Days from the receipt of the confirmation with the different content, the Contract shall be concluded between the Parties with the changed content included in the confirmation.

5. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

- 5.1 In order to perform the Contract, the Contractor shall act in a way as is usually expected in a given situation.
- 5.2 If the Contractor is in delay in performance, it shall be liable for direct damages of the Customer associated with the delay unless the Contractor proves that the delay was caused by a circumstance that was outside of its control and was not foreseeable at the time of concluding the contract and it could not be expected to have avoided that circumstance or averted the damage. The Contractor shall be liable for direct damages to the assets of the Customer only that are attributable to the Contractor. Accordingly, the Contractor shall not be liable for indirect and consequential damages. This limitation of liability does not apply to cases excluded from the possibility of limitation of liability by law. Under no circumstances may the Contractor's liability exceed three times the total monthly fee for the Services ordered by the Customer on the Order Form.
- 5.3 The Contractor shall immediately notify the Customer of all circumstances that endanger or hinder the effectiveness or completion on time of the Services. The Parties shall cooperate in the course of performance of the Contract.
- 5.4 The Contractor shall act in accordance with the instructions of the Customer. The Contractor shall not be liable for damages deriving from inappropriate or unprofessional instructions of the Customer provided that it has warned the Customer therefor. However, the Contractor shall be entitled to reject the performance of the task if, due to its judgment, the instruction is unprofessional and it endangers the operation of the System or creates unreasonably a heavy burden on the Contractor (and the desired result can be achieved in other ways). The Contractor shall be required to refuse to follow the instruction if performing it would lead to the violation of law or an authority decision, or would endanger the safety of life and property.
- 5.5 The Contractor shall provide the Services with its own work equipment and at its own expense. However, at the reasoned request of the Contractor, the Customer shall provide a location / workspace for the Contractor and its pre-announced employees or subcontractors for certain inspections, testing with equipment requiring the Software / other device or other activities necessary for the provision of the Services at its own expense within 2 (two) Business Days of becoming aware of the request and offers its own IT system to the Contractor for work. In this case, the Customer is obliged to create not only the basic conditions necessary for the work (energy, equipment), but also all the conditions that enable the Contractor to perform the Services independently of the Customer's work organization, in its own schedule.
- 5.6 The Contractor may not use the Customer's employees in the transferred work area for the purpose of its own work. It is also obliged to organize its own work in such a way that it does not hinder the work of the Customer and its employees.
- 5.7 5.7 In order to speed up on-site error correction and optimize costs, the Customer is entitled to determine a maximum value up to which the Contractor can eliminate errors discovered during on-site work without prior approval. The Contractor is entitled to eliminate defects discovered during maintenance or on-site repair without the prior order of the Customer, at every occasion up to the maximum value indicated on the Order Form, which amount also includes the cost of the raw material. Repairs worth more than this can only be carried out by the Contractor upon the prior written order of the Customer. If the Customer does not specify such a value on the Order Form, the Contractor may only carry out repairs at a cost in excess of the fees specified in the Contract based on the Customer's prior written order.

6. BUSINESS OR SERVICE FEE AND METHOD OF PAYMENT

- 6.1 For the contractual performance of the Services provided by the Contractor, the Customer is obliged to pay a services, in the amount and on the payment terms indicated on the Order Form.
- 6.2 The service fee shall include all costs and expenses of the Contractor associated with the provision of Services as indicated on the Order Form. With respect to each of the Services, the Description Sheets shall determine which work phases and what consideration are included in the service fee and which work phases are outside the scope of a given Service and subject to a separate fee.
- 6.3 The Customer is obliged to pay the service fee in one amount on the basis of the invoice issued by the Contractor, within the deadline indicated on the invoice, by bank transfer to the bank account number indicated on the Order Form.
- 6.4 Service fee is considered to have been paid if credited to the bank account of the Contractor.
- 6.5 If the Customer does not pay any amount due to the Contractor under the Contract on time during the deadline for payment, the Contractor shall charge default interest at the rate of 20% per annum.
- 6.6 The Parties agree that the Contractor, at its discretion, may suspend the provision of a Service ordered on the Order Form if the Customer is in delay of payment of any invoice issued by the Contractor of more than 30 (thirty) days.
- 6.7 The Customer acknowledges that by signing the Order Form and thus by entering into the Contract, it has a legal relationship with the Contractor based on which its payment obligation definitely applies, and it must pay the invoices of the Contractor regardless of the omission, delay or unlawful conduct of third parties. The Customer may not refer to affiliated arrears and missed deadlines of others.
- 6.8 In the event that the Customer also requests the provision of a Service which has not been ordered on the Order Form, the Contractor, at its discretion and subject to sufficient resources, may provide the given Service to the Customer. In this case the Customer now undertakes to pay the service fee in effect for the given Service upon receipt of a separate invoice.
For the avoidance of doubt, the Parties agree that the fee for a Service provided by the Contractor at the Customer's request without ordering on the Order Form is higher than the fee for the same Service pre-ordered on the Order Form. The current service fee for Services without ordering on the Order Form can be viewed on the Contractor's website at www.anteus.hu/aszf.
- 6.9 If the Customer wishes to use the On-Call out of Business Hours Service without having pre-ordered the On-Call out of Business Hours Service on the Order Form and would therefore pay a monthly service fee, in case of correction of the reported Defect by the Contractor, it is obliged to pay not only the fee for work done Out Of Business Hours and the disembarkation fee available on the Contractor's website against an invoice, but also the occasional emergency fee of net HUF 25,000 / occasion at the time of issuing these Terms. The Contractor shall decide on the provision of the On-Call out of Business Hours Service in accordance with this clause at its own discretion and subject to the availability of appropriate resources. The same applies if the Customer requires out-of-hours on-call assistance or remote monitoring within the Service without having pre-ordered the On-Call out of Business Hours Service on the Order Form.
- 6.10 If the Customer does not request the software tracking Service on the Order Form or fails to meet any of its payment obligations, then it is not entitled to follow the software. In this case, it can only request a newer version of the System Software if, in addition to the expired payment obligation, it pays 60% of the current price for the latest software version, but at least 1,000 (thousand) Euros net, to the Contractor or repeatedly purchases a license for the System software at the price determined by the Contractor. At the same time, the Customer becomes entitled to order a software tracking Service, provided that a software tracking contract can only be concluded for a freshly installed or updated System.
- 6.11 Availability Services ordered on the Order Form are provided by the Contractor during Business Hours. Availability services outside Business Hours, in other words on-call out of Business Hours may be provided by the Contractor at its discretion and subject to sufficient resources, within the framework of emergency technical assistance, at the specific request of the Customer submitted according to the rules of Error Report. In the event that at the request of the Customer, the Contractor provides availability services outside Business Hours, such services are provided by the Contractor

on Business Days from 5 p.m. to 8. p.m. for one and a half times of the current service fee (consulting, remote monitoring, disembarkation, service, system expert service, etc.) published on the website and on Business Days from 8 p.m. to 9 a.m. and on weekends and holidays for double of the current service fee. If the Customer does not have the On-Call out of Business Hours Service, but wishes to use the On-Call out of Business Hours Service, the Contractor shall occasionally pay an occasional emergency fee to the Contractor in addition to the 150% and 200% service fee specified in this clause according to the price list published on the website.

6.12 The Contractor is entitled to increase the fee for the Services (contractor fee) on January 1 of each year by the rate of the consumer price index published by the Central Statistical Office for the previous year. The Contractor is entitled to retroactively invoice the modified service fee to the Customer as of January 1.

7. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

7.1 The Customer may at any time inspect the work of the Contractor on site. Further, it may request information from the Contractor.

7.2 By signing the Order Form, the Customer agrees that the Contractor may use subcontractors to fulfill its obligations. The Contractor shall coordinate the work of its subcontractors and organize the work in such a way as to ensure the uninterrupted provision of Services.

7.3 Instruction right of the Customer shall not cover the arrangement of work of the Contractor and the determination of work phrases and shall not make the performance of the Contractor more burdensome. Works performed at the seat of the Customer or at the operation site of the System do not entitle the Customer to exercise its inspection and instruction rights beyond what is contained herein. In particular, the Customer is not entitled to demand other work not ordered on the Order Form - outside the Contract - from the Contractor present, determine the start and end time of the work or oblige the Contractor to report.

7.4 Primary obligation of the Customer shall be the payment of service fees under Section 6. By signing the Order Form, the Customer undertakes to pay to the Contractor the service fees in full for Services used.

7.5 Depending on the nature of Service ordered on the Order Form, conditions and means required to the use of the Services (for example, remote monitoring connection, access to the IT and other electrical and electronic systems affecting the operation of the System) must be provided by the Customer from the System side. In the event that the Customer does not provide these necessary conditions or means and because of this the Contractor cannot provide the Services ordered (for example, fixing errors, maintenance, data backup, etc.), the Contractor shall not be liable for not providing the Services. If the Customer requests the help of the Contractor in creating the necessary conditions or bringing up the necessary tools, the provision of which would otherwise be the duty of the Customer, the Contractor, at its discretion and subject to sufficient resources, undertakes to create the conditions and bring up the tools, provided, that the Customer separately pays the current service hourly rate and the asset and material costs incurred by the Contractor.

7.6 Regardless of the abovesaid, in order to rectify the Defect on site, the Customer shall grant to the Contractor – depending on the nature of Service - :

- access to the installation location of the System and shall ensure the stay there,
- physical access to the defected part,
- access to the whole System and all of its elements,
- access to the electric network of 230,
- access to the IT network of the customer (if necessary) and to internet,
- access to electrical and electronic systems and tools affecting the operation of the System,
- access to information related to the Defect and required to troubleshooting thereof,
- reproduction of Defect if possible,
- local staff that can demonstrate the Defect, deliver information required to troubleshooting, and tests the repair,

- Customer personnel or the presence of third party contractor that is capable of management, configuration and, if necessary, repair, of the systems that are external and independent from the Contractor and which are required to the operation of the System,
- Customer personnel to verify the completion of Services.

7.7 It is the task of the Customer to operate the System and ensure the necessary conditions for operation thereof.

7.8 In particular, daily cleaning and protection of the System, removal of contaminations, especially in winter time when snow, salt, dust and other contaminations occur more intensively, shall constitute the responsibility of the Customer. Cleaning and operation of the System and its elements may be performed only and exclusively by such personnel of the Customer, who is fully aware of how the devices work and has received occupational safety training as, in case of inattention, work done at the devices may lead to accidents and any unprofessional intervention may result in equipment failure.

In case of ticketing and/or parking System, the refilling of supplies, emptying and quantitative control of money shall be the task and responsibility of the Customer. If the sale takes place at a terminal not licenced by the National Tax Authority, a receipt, or if needed, a manual invoice must be issued for sales according to current regulations. Tickets issued by the System should be treated as a strictly accounted form. If the sale takes place at an on-line terminal licenced by the National Tax Authority, compliance with the applicable regulations, especially the annual mandatory maintenance of the cash register, the provision of data connection and the conclusion of respective contracts must be taken care of.

7.9 The Customer must provide at least 1 (one) free parking space in the immediate vicinity of the work site for the Contractor to work on site. If the Customer does not comply with this obligation, the Contractor is entitled to invoice the Customer for the parking costs arising from the work. The accounting of the parking fee is based on the Customer's parking fee statement attached to the invoice.

7.10 The Customer must pay the monthly fee for the NAV-licensed online cash terminal (ANTEUS-POS A100) AEE operation support and bank card terminal software support according to the actual amount, even in the event that he indicated on the Order Form that such a device does not belong to the System, but in reality such a device forms part of the System, either by later expansion or by installation at the time of handover.

8 DEADLINE FOR PERFORMANCE

The Contractor shall provide and complete the Services and deliver the Software/other devices prior to the deadline set out on the Order Form. If the timely performance proves to be impossible due to the failure of the Customer in ensuring the location, work site, tools, conditions necessary to the provision and completion of Services and the failure is attributable to the Customer or the Customer does not fulfill its obligation to provide information, the deadline for performance shall be extended by the time period by which the Customer is in delay of the delivery of location/work site, provision of tools, conditions or information.

9 CONFIRMATION OF PERFORMANCE

9.1 If the nature of the Service allows it, for example, in case regular preservative maintenance, the Contractor shall notify the Customer of the date of provision of the Service by sending an at least 2 (two) Business Days notice. If the agreed date should be postponed at the request of the Customer, any damage due to the postponement shall burden the Customer.

9.2 Completion and delivery of work shall be documented by issuing a worksheet which is considered the document for confirmation of performance. The worksheet shall contain at least the following:

- date of commencement of work,
- time spent on work,
- in case of work outside of Budapest, kilometers of disembarkation,
- description of work completed,
- status of system (the system works properly or list of errors)

- names of those involved in the work,
 - quantity of materials used.
- 9.3 The worksheet shall be signed by the employees of the Contractor and the Customer present. If the Customer did not arrange for an employee authorized to sign the worksheet to be present on the spot, then the worksheet filled in and signed by the Contractor shall be considered confirmed and the Services completed without a signature from the Customer's side.
- 9.4 The Parties agree that in case of Services when there is no possibility to sign a worksheet on site or there is no field work due to the nature of the Service (for example, remote monitoring, telephone assistance), the error sheet recorded in the electronic error sheet management system of the Contractor (Anteus Rendszertámogatási Központ, support.anteus.hu) shall also be considered confirmation of performance.

10 CONFIDENTIALITY

- 10.1 The Contractor shall treat confidential and as business secret the information received from the Customer in the performance of its duties and the documentation prepared while providing the Services.
- 10.2 The Contractor may disclose the information brought to its attention to its subcontractors and employees only and to the extent necessary to perform the tasks and the information may not be used for other purposes.
- 10.3 The Customer shall also keep confidential all information brought to its knowledge in connection with the Contract concerning the Contractor and the activities thereof.
- 10.4 Confidentiality obligation also extends to the subcontractors of the Parties and it is the responsibility of the Party concerned to ensure this obligation.

11 EMPLOYEE PROTECTION

- 11.1 The Customer undertakes that it shall not solicit or employ the Contractor's employees participating in the performance of the Contract as set out in this document, neither on its own behalf nor on behalf of a third party, and neither as a freelancer nor as an entrepreneur. In case of a breach of the Customer's obligation under this clause, the Customer shall pay to the Contractor one year's salary of the employee concerned, but – if the employee is not employed under a labour relationship - at least three times the annual amount of the minimum wage valid at the time of concluding the contract, within five (5) days following the receipt of a demand to do so.. The employee protection regulated herein shall commence on the day of the conclusion of the Contract as set forth in this document and last for 36 (thirty-six) months from the termination of the Contract.

12. INTELLECTUAL PROPERTIES

- 12.1 The Parties agree that the Contractor shall be the exclusive owner of the copyrights, design rights and all other intellectual property rights that are available under applicable law and related to the devices and Software in connection with the System or delivered to the Customer in the course of providing the Services.
- 12.2 The provision of Services and the delivery of Software or other products to the Customer in the course of providing the Services shall not mean under any circumstances and it shall not be considered the transfer of exclusive intellectual property rights of the Contractor to the Customer.
- 12.3 Concurrently with the execution of the worksheet and the performance certificate confirming the completion of Services, the Contractor grants the right of use to the Customer of the intellectual property of the Contractor embodied in the Software/other devices delivered to the Customer in the course of providing the Services.
- 12.4 In the event that the Customer learns about new concepts, solutions or technical knowledge through the performance of the Contractor, it may not disclose such information without the prior written approval of the Contractor.

13 TERM AND TERMINATION OF CONTRACT

- 13.1 The Contract shall enter into force upon signing of the Order Form by the Customer and the confirmation of the Order Form by the Contractor. If the two dates differ, the latter of the two dates shall prevail.

- 13.2 The Contract is made by the Parties for an indefinite period of time.
- 13.3 The Parties may terminate the Contract in writing any time by mutual agreement, for the future.
- 13.4 Either Party may terminate the Contract with a 60 (sixty) days notice sent in writing to the other Party.
- 13.5 In case of breach of contract, the innocent Party may terminate the Contract with immediate effect upon sending a written demand to the other Party requesting the remedy of the breach and the other party neither cured the breach nor fulfilled its contractual obligations within 8 (eight) days following the receipt of the demand to do so. In particular, the followings shall be deemed breach of contract:
- The Customer is in default in paying of any services fees,
 - The Customer does not provide the work site, or, in the event that the place of performance differs from the seat of the Customer, the place of performance,
 - Despite of the contractual performance of the Contractor or otherwise in a manner inconsistent with the Contract, the Customer expressly refuses to sign the worksheet,
 - The Contractor or the Customer substantially breaches its confidentiality or other obligation,
 - The Contractor is repeatedly delayed in performance,
 - The Contractor damages any equipment or other devices put at its disposal and the damage is attributable to it.
- 13.6 If the Contract is terminated, the Parties are obliged to settle accounts with each other and compensate for the damage caused.

14 MISCELLANEOUS

- 14.1 By signing of the Order Forms and the confirmation thereof, this Contract supersedes all former written or oral agreements between the Parties the subject-matter of which is identical to the one of the Contract.
- 14.2 If any provision of the Contract is held to be unenforceable, then the remaining provisions of the Contract will continue in effect. The Parties undertake to cure the unenforceable provision through an immediate joint cooperation.
- 14.3 No amendment or modification of this Contract will be binding unless in writing and executed by the Parties.
- 14.4 All notices and other communications required or permitted under this Contract must be in writing save the Error Report submitted in On-Call Hours. Written communication shall be sent by mail, telefax or e-mail through Anteus Renszertámogatási Központ or be made by publishing on Contractor's website. Communications sent by mail, telefax or e-mail shall then be deemed to have been communicated within the time limit if received by the addressee prior to deadline. Such notification shall take effect upon receipt by, or delivery to, the addressee. The Parties consider proper delivery if the letter sent by mail to the address provided by the other Party on the Order Form or subsequently notified in writing returns to the sender with the indication of "is not sought", "addressee unknown", "moved without further delivery". Communications sent by telefax or e-mail shall be deemed to have been delivered if the messaging is completed successfully to the address provided on the Order Form or subsequently notified in writing according to the device or e-mail program of the sender Party.
- 14.5 Any dispute arising out of, or relating to this Contract in connection with a breach, termination, validity or interpretation thereof, the Parties shall submit to the proceedings of the court having jurisdiction over the Contractor's registered office.