

GENERAL TERMS AND CONDITIONS (V8.4)

1. PURPOSE OF GENERAL TERMS AND CONDITIONS

The Contractor released its general terms and conditions with the aim of regulating in detail its rights and obligations as well as the rights and obligations of the Customer, and other relevant circumstances connected to the operation of the Contractor in relation to specific orders. The general terms and conditions of the Contractor contain the general terms of the legal relationship between the Contractor and the Customer. Any matters not regulated herein shall be governed by the signed and confirmed Order Agreement and the provisions of the Hungarian Civil Code.

2. BASIC DEFINITIONS OF THE GENERAL TERMS AND CONDITIONS

Software: computer program works with the related documentation whether embodied in source code, subject code or any other form, including the user program and operation system. Adaptation: any alteration of the software as a result of which a different software is created from the original software. Distribution: making available to the public of copies of the original or replicated software by circulation or offering for circulation, or lending certain copies of the software to the public. Device: any unit of the installed system, including the software.

3. PUBLICATION/ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

Coming into being of a works contract between the Contractor and the Customer is conditioned on the acceptance by the Customer of the General Terms and Conditions of the Contractor. It is considered acceptance if the Customer executes the Order Agreement which forms an inseparable appendix of these general terms and conditions. Upon execution of the Order Agreement, these general terms and conditions, together with the Order Agreement constitute the whole contract between the Customer and the Contractor. In case of any discrepancy between the provisions of the general terms and conditions and the Order Agreement, the provisions of the Order Agreement shall be decisive.

4. UNILATERAL MODIFICATION OF THE GENERAL TERMS AND CONDITIONS

The Contractor retains the right to modify all or any part of the general terms and conditions, however, the Contractor undertakes not to make any modification prior to the completion of a specific order. The general terms and conditions of the Contractor in effect can be reviewed at the website of the Contractor at www.anteus.hu/aszf. The Contractor shall particularly inform the Customer of any provision of the general terms and conditions that significantly differs from the usual contract practice or clauses previously applied by the parties.

5. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

In performance of the contract the Contractor shall act as it is generally expected in a given situation. If the Contractor is in delay in performance, it shall be liable for the damage arisen directly at the Customer and deriving from the delay unless it is able to prove that the damage occurred in consequence of unforeseen circumstances beyond his control, and there had been no reasonable cause to take action for preventing or mitigating the damage. The Contractor shall be liable exclusively for pecuniary damages attributable to the Contractor and occurred directly at the Customer. Accordingly, the Contractor shall not be liable for any indirect or consequential damages. Limitation of liability does not apply if limitation is not permitted by law. Liability of Contractor shall under no circumstances exceed the amount of contractor fee specified in the Order Agreement.

The Contractor shall immediately notify the Customer of any event that dangers or hinders the efficiency or timely completion of the works. The parties shall cooperate in the completion of the contract. If necessary, instead of devices indicated in the Order Agreement, the Contractor shall be entitled to apply devices of same or better quality without notice, if the use of such devices does not cause extra costs to the Customer. Supplement or modification of products delivered by the Contractor can only be made by the Contractor or person designated by the Contractor and based on separate agreement entered into with the Customer.

The Contractor may use subcontractors. The Contractor shall be liable for any works performed by the subcontractor as if the works would have been done by itself.

If the work to be completed consists of several work phases and the Customer has a payment obligation at the end of each work phase, in the event that the Customer is in delay of any payment, the Contractor shall be obliged to continue performing under the contract upon payment in full by the Customer of any late payment and the completion date undertaken by the Contractor shall be extended by the term of late payment. In case of late payment of over 15 days the Contractor shall be entitled to terminate or restrict the operation of devices. The Customer acknowledges that by execution of this contract it is in a legal relationship with the Contractor under which its payment obligations shall prevail and regardless of any failure, delay or unlawful act of third parties, it shall pay the invoices of the Contractor (the Customer may not refer to the delay of third parties, circular debt or other failure of deadline).

The Contractor shall complete the works by using its own tools and at its own expense. At the work site the Contractor may not use the employees of the Customer for performing its own work. The Contractor shall organize its performance of work and it shall not impede the work of the employees of the Customer.

6. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

The Contractor grants to the Customer an unlimited (in time) right of use of the software. The Customer may only use the software of the installed system in possession of a valid Software Licence Permit. A Software Licence Permit is granted by the Contractor to the Customer at the delivery of the installed system. The Customer acknowledges that the software is subject to copyright protection. Accordingly, the Customer may not replicate, distribute or revise the software or make substantial changes during utilization. In case of copyright infringement, the Contractor shall be indemnified in accordance with the rules of civil law liability, and the Contractor (author) may enforce other rights granted to it under law.

The Customer shall cooperate with the Contractor and ensure a permanent contact as well as its availability (for example for purposes of tuition) during performance until delivery, and shall immediately but at least within 3 business days following the receipt of a request, provide all information and data requested by the Contractor. The Customer shall hand over to the Contractor the site required to the installation of the system in working condition. The Contractor may refuse to start the work until the handing over by the Customer of the site. If the Customer is in failure of handing over the site within the reasonable deadline set by the Contractor, the Contractor may rescind the contract and claim for damages. If the Customer does not ensure the conditions required to the work due to reason attributable to the Customer, the completion date shall be extended by the term from the date on which the cause arises until the date of ensuring the required conditions, provided, that in the event that the extension of deadline reaches or exceeds 30 days („Excessive Extension of Deadline), instead of additional extension of the deadline, the Contractor may – at its own discretion - issue the ready report concurrently with the issuance of a storage declaration verifying that the devices ordered have been supplied and made available. The Customer shall accept the ready report of the Contractor issued due to the Excessive Extension of Deadline as performance and pay the invoice of the Contractor. In the event that the ready report due to the Excessive Extension of Deadline effects such an order, which, in addition to delivery of devices, contains the provision of services, and the services or any part thereof have not been used by the Customer at the time of issuance of the ready report due to the Excessive Extension of Deadline, the full amount of the contractor fee shall be due at the time of the ready report, however, the Consultant may request the provision of services or any part thereof not yet provided within 1 year from the date of the ready report at a pre-negotiated time with the Contractor.

If the Contractor is in delay of performance due to reason attributable to it, the Customer may demand, in writing, the discharge of the Contractor's obligations, or, if it is no longer in its interest and the Contractor does not provide reasonable justification for the delay within 5 working days following the receipt of the written demand, rescind the contract upon elapse of the deadline. Contractor informs the Customer that in the current economic situation, even with the careful and foresighted inventory management and business operations of the Contractor, it may be impossible to meet the agreed deadline due to a global shortage of components or raw materials, in which case the Contractor shall immediately inform the Customer of the extent and reason for the

expected delay. In such a case, the parties shall evaluate the options and modify the deadline or may by mutual agreement (in writing) modify the technical content of the order in order to reduce the period of delay. If the order is not modified and the agreed deadline is extended beyond 3 months, the Customer shall be entitled to withdraw from the contract. If, due to the performance of the Contractor, the Customer learns about new ideas, solutions or technical knowledges, it can not disclose the information to third party without the prior consent of the Contractor. The Customer acknowledges that it shall respect the rights of the manufacturer or the licensor of software delivered but not manufactured by the Contractor.

The Customer is obliged to inform the users about the operation of the system (in particular, but not exclusively, about the intended and safe use of vehicle access control devices, e.g. barriers or pedestrian access control devices, e.g. turnstiles) (also in the form of warning signs and inscriptions). The responsibility for claims arising from failure to do so rests solely with the Customer.

The Customer is obliged to notify the Contractor immediately if there is an abnormality in the operation of the system. If the abnormal operation affects the vehicle access devices, e.g. barriers or the pedestrian access devices, e.g. turnstiles or other devices, the incorrect operation of which may cause personal or property damage, the Customer is obliged to refrain from using them until the devices are repaired. If the Customer does not comply with this obligation, all responsibility resulting from abnormal operation rests solely with the Customer.

If it is necessary to develop a connection or integration to a third-party device or system in order to fulfill the tasks undertaken by the Contractor, the acquisition from a third party of the information necessary for the development shall be the sole duty and responsibility of the Customer, and this obligation is not transferred to the Contractor even if the Contractor participates in the consultation with a third party or makes a proposal for the appropriate technical solution.

7. DELIVERY OF SERVICES

The Contractor shall issue a ready report to the Customer at completion. The Customer shall, within two working days from the receipt of ready report, take over and inspect the works done. Within two workings days of the receipt of ready report, the Customer shall issue the completion certificate or deliver to the Contractor a written complaint list. In the event that within two working days the Customer neither issues the completion certificate nor delivers a complaint list to the Contractor, the works of the Contractor are considered completed on the forth working day following the receipt of the ready report and the Contractor shall be entitled to issue its invoice without issuing any further document.

8. GUARANTY

The Contractor undertakes a guaranty of twelve months from the date of delivery with respect to products delivered to the Customer. The Contractor guarantees that the products delivered comply with the requirements of intended use at the time of delivery, the hardware and software delivered are non-infringed and properly licensed and no third party has any rights with respect to the rights attached thereto and acquired by the Customer.

The Customer shall, immediately upon discovering any error or defect, notify the Contractor in writing.

Under guaranty, the Contractor provides a warranty repair service from among the services demonstrated at the website of www.anteus.hu/aszf. The following services are not provided by the Contractor, however, they can be requested by the Customer subject to a separate agreement and for an extra charge: systematic maintenance required for proper operation, availability service, product support by phone or e-mail, participation in operation, operation support, remote monitoring, software tracking, daily data back-up, out of office duty (hereinafter collectively referred to as: „Extra Services to be Provided”). If the Customer has no service contract for the “Extra Services to be Provided”, the Contractor shall act according to the provisions of the General Terms and Conditions of Services accessible at the website of www.anteus.hu/aszf and it can provide the Extra Services to be Provided for a fee payable in the event the Customer does not require the given service in the Order Agreement.

9. TERMS OF PAYMENT OF CONTRACTOR FEE

The Contractor shall issue an invoice concurrently with the delivery of works/product to the Customer. The Customer shall transfer the amount of the invoice within the deadline set forth in the invoice to the bank account of the Contractor contained in the Order Agreement.

If the Customer fails to pay any amount due to the Contractor when it is due, it shall pay a default interest of 9% per annum. The contractor fee does not include hardwares, softwares, other accessories and services (for example installation, routing construction, cabling) not indicated in the Order Agreement, even if these products or services are required for the proper use. The provision of these products or services is the duty of the Customer.

The Customer may cancel its order if the cancellation is confirmed and accepted by the Contractor in writing. The Parties agree that in case of cancellation of an order – which is accepted by the Contractor - the down payment paid by the Customer to the Contractor or, in lack of a down payment, 30% of the contractor fee shall be considered a penalty and in this case the amount of the down payment is fully reckoned with the penalty.

If the deadline for delivery of product or project is delayed due to reason attributable to the Customer, the Contractor may claim an additional project management fee for the protracted period based on the tariffs of the respective order, or in lack of such tariffs, based on its actual price list.

10. DISPUTES

Neither party - Supplier, Buyer - is liable for any delay or non-performance caused by force majeure (vis maior) event - which is beyond the control of the parties - including but not limited to war, riot, willful misconduct, fire, flood, any natural disasters, any epidemic affecting the operation or the supply chain, governmental intervention (including all governmental bodies), sustained electric outage. Delays caused by any reasons listed above elongate the deadlines.

Any dispute arising from the present contract or, in connection therewith and related to the breach, termination, validity or interpretation thereof shall be referred to the exclusive jurisdiction of courts residing at the seat of the Contractor.

11. OTHER PROVISIONS

The present General Terms and Conditions shall constitute an appendix and integral part of the Order Agreement . The present General Terms and Conditions consist of eleven paragraphs.

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Customer