

STANDARD TERMS AND CONDITIONS OF SUPPLY OF ATT

ATT [legal entity name], with registered office and principal place of business at [full registered address], Pécs, Hungary, hereinafter referred to as "ATT". ATT is a trading name and/or trademark of [legal entity name], registered under company registration number [number].

CLAUSE 1. DEFINITIONS

1. In these standard terms and conditions, the following terms have the following meanings:
 - "Seller" or "ATT": ATT [legal entity name], established in Pécs, Hungary, acting under the name ATT;
 - "Purchaser": a customer that acts in the course of a business or profession;
 - "Products": all goods, materials, tapes, components, samples, packaging, services and other deliverables supplied or to be supplied by ATT;
 - "Agreement": every quotation, proposal, order confirmation, supply agreement or other arrangement between ATT and the Purchaser to which these terms apply.

CLAUSE 2. SCOPE OF THESE TERMS AND CONDITIONS

1. These terms and conditions apply to every proposal, quotation, order confirmation and agreement between ATT and a Purchaser where ATT has declared these terms and conditions applicable, unless the parties expressly agree otherwise in writing.
2. These terms and conditions also apply to all agreements in the execution of which ATT engages third parties.
3. The applicability of any purchasing terms, general terms or other conditions of the Purchaser is expressly rejected, unless ATT accepts them expressly and in writing.
4. If any provision of these terms is void, voidable or unenforceable, the remaining provisions remain in full force and effect. The parties will replace the affected provision with a valid provision that reflects the original commercial intent as closely as possible.

CLAUSE 3. PROPOSALS AND ORDER CONFIRMATIONS

1. ATT proposals and quotations are made without obligation and lapse no later than 30 days after their date, unless the proposal or quotation states otherwise.
2. ATT is not bound by terms or conditions that differ from ATT's proposal, quotation or order confirmation and that are included in the Purchaser's acceptance, purchase order or other communication, unless ATT expressly accepts those deviations in writing.
3. Delivery times, lead times and other deadlines stated in ATT proposals, quotations or order confirmations are approximate and for planning purposes only. Exceeding such timeframes does not entitle the Purchaser to compensation, suspension, refusal of delivery or termination.
4. If a proposal or order confirmation relates to more than one item, ATT is not obliged to supply only part of the items for a corresponding part of the quoted price. A proposal does not automatically apply to repeat or subsequent orders.
5. An Agreement is formed only after ATT has confirmed the order in writing or has started execution of the order.

CLAUSE 4. DELIVERY

1. Unless agreed otherwise in writing, delivery is Ex Works (EXW) from ATT's facility in Pécs, Hungary, or from such other location as ATT designates. If an Incoterm is agreed, the version of the Incoterms valid at the time of conclusion of the Agreement applies.
2. Unless expressly stated otherwise in the order confirmation, Products supplied by ATT may deviate by up to 5% above or below the dimensions, volume, weight, number or other specifications stated in the proposal or order confirmation. Such deviation does not entitle the Purchaser to refuse delivery, claim compensation or require replacement.
3. The Purchaser is obliged to accept the Products at the time of delivery or at the time the Products are made available in accordance with the Agreement.
4. If the Purchaser refuses acceptance or fails to provide information, instructions or cooperation required for proper delivery, the Products will be stored at the Purchaser's risk and expense. All related costs, including storage, insurance, handling and transport costs, are payable by the Purchaser.
5. Risk in the Products transfers to the Purchaser at the time of delivery or, if the Purchaser fails to take delivery, at the time ATT makes the Products available.

CLAUSE 5. TIME OF DELIVERY

1. Delivery times stated by ATT are approximate and are never fatal deadlines.
2. If delivery is delayed, the Purchaser must give ATT written notice of default and grant ATT a reasonable additional period to perform.
3. Any delivery period starts only after ATT has received all information, specifications, approvals, drawings, materials, payments and other items required from the Purchaser for the execution of the Agreement.
4. ATT may extend the delivery period if the Purchaser requests changes, fails to meet its obligations, or if circumstances occur that are outside ATT's reasonable control.

CLAUSE 6. PARTIAL DELIVERIES

1. ATT may deliver Products in parts, unless a partial delivery has no independent value for the Purchaser.
2. If Products are delivered in parts, ATT may invoice each part separately. The Purchaser must pay each invoice in accordance with these terms.

CLAUSE 7. TECHNICAL REQUIREMENTS AND USE OUTSIDE HUNGARY

1. If Products supplied for use in Hungary are used outside Hungary, ATT is not liable if the Products do not comply with technical requirements, standards or regulations applicable in the country of use, unless the intended foreign use was expressly disclosed to ATT before conclusion of the Agreement together with all relevant requirements and specifications.
2. Any technical requirements, quality requirements, standards, instructions or specifications of the Purchaser that differ from normal or generally applicable requirements must be notified to ATT expressly and in writing before conclusion of the Agreement.
3. The Purchaser is responsible for verifying that the Products are suitable for the intended application, processing conditions, substrate, environment and regulatory context, unless ATT has expressly confirmed such suitability in writing.

CLAUSE 8. SAMPLES, MODELS AND PATTERNS

1. If ATT shows or provides a model, sample, drawing, test piece, colour, pattern or specification, it serves only as an indication of the Products to be supplied.
2. The properties of the Products may differ from such model, sample, drawing, test piece, colour, pattern or specification, unless ATT expressly confirms in writing that the Products will conform to it exactly.

CLAUSE 9. SUSPENSION AND TERMINATION

1. ATT may suspend performance or terminate the Agreement without notice of default if, after conclusion of the Agreement, ATT becomes aware of circumstances giving reasonable grounds to fear that the Purchaser will not meet its obligations.
2. ATT may suspend performance or terminate the Agreement if ATT has requested security for performance and such security is not provided, is insufficient or remains insufficient after a written demand.
3. ATT may terminate the Agreement if circumstances relating to persons, materials, suppliers, logistics, production capacity or other resources used by ATT make performance impossible, disproportionately difficult or unreasonably costly, or if performance can no longer reasonably be required from ATT.
4. Suspension or termination under this clause does not affect ATT's right to claim payment, damages, costs or other remedies.

CLAUSE 10. WARRANTY

1. ATT warrants that the Products supplied are free from design, material and manufacturing defects for a period of 3 months after delivery, unless ATT agrees a different warranty period with the Purchaser in writing.
2. If a Product exhibits a material or manufacturing defect within the warranty period and the Purchaser has complied with these terms, the Purchaser is entitled to repair of the Product. ATT may choose to replace the Product if repair is impracticable. Replacement is only required if repair is impossible or disproportionate.
3. The warranty does not apply to damage, defects or loss resulting from incorrect use, unsuitable application, improper processing, storage, transport, handling, installation, modification, cleaning, maintenance or failure to follow ATT's instructions.
4. Incorrect use includes, without limitation, applying materials manually where machine application is required or advised, incorrect storage, insufficient cleaning or preparation of substrates, bonding at low temperatures, use on unsuitable surfaces, or failure to use primer or other preparatory materials where advised by ATT in writing.

5. If the warranty concerns a Product manufactured by a third party, ATT's warranty is limited to the warranty given by the manufacturer concerned for that Product.
6. The Purchaser cannot derive any rights from this warranty before full payment has been made in accordance with ATT's invoice for the Products supplied.

CLAUSE 11. RETENTION OF TITLE

1. All Products delivered by ATT remain ATT's property until the Purchaser has paid ATT in full and has fulfilled all obligations under any purchase agreement concluded with ATT.
2. ATT is entitled to take back Products delivered to the Purchaser, or placed at the Purchaser's disposal under any title, without proof of default or judicial intervention if full payment of the invoiced sums has not been received within the payment period.
3. Products subject to retention of title may only be resold in the ordinary course of business and may never be used as payment in kind.
4. The Purchaser is not authorised to pledge or otherwise encumber Products subject to retention of title.
5. The Purchaser gives unconditional and irrevocable consent to ATT, or any third party designated by ATT, to enter all locations where ATT's property is situated and to remove those Products if ATT intends to assert its ownership rights.
6. If third parties seize Products supplied under retention of title or intend to establish or assert rights to them, the Purchaser must inform ATT as soon as can reasonably be expected.
7. The Purchaser must insure and keep insured Products supplied under retention of title against fire, explosion, water damage and theft and must provide the relevant insurance policy for inspection on request.

CLAUSE 12. DEFAULT AND DEADLINES FOR COMPLAINTS

1. The Purchaser must inspect or arrange inspection of the Products as soon as possible after delivery. The Purchaser must verify whether the correct Products have been delivered, whether quantities correspond to the Agreement, and whether the Products meet agreed quality requirements or, absent such requirements, normal commercial standards.
2. Visible defects, visible damage or shortages must be reported to ATT in writing within 2 days after delivery.
3. Hidden defects must be reported to ATT in writing within 1 working day after discovery and in any event within 1 week after delivery.
4. A complaint does not suspend the Purchaser's obligation to pay for and accept completed orders.
5. Products may be returned only after ATT has given prior written consent and in accordance with ATT's return instructions.
6. Failure to complain within the applicable period results in the Purchaser losing all rights relating to the alleged defect or shortage.

CLAUSE 13. PRICES AND PRICE INCREASES

1. Unless expressly stated otherwise, ATT prices are:
 - in euros;
 - exclusive of VAT and other taxes, duties or levies imposed by public authorities;
 - based on ATT's minimum order quantities and standard packaging;
 - exclusive of transport, insurance, customs, import, export, storage and handling costs;
 - Ex Works (EXW).
2. If ATT agrees a specific price with the Purchaser, ATT may increase the price if ATT demonstrates that significant increases in raw material prices, energy prices, currency rates, wages, logistics costs, supplier costs or other unforeseen cost factors occurred between the date of the proposal and delivery.
3. If the price increase exceeds 10%, the Purchaser may terminate the affected part of the Agreement, unless the increase results from circumstances attributable to the Purchaser or from changes requested by the Purchaser.

CLAUSE 14. PACKAGING

1. The Purchaser must return loaned packaging, pallets, racks, crates and other returnable or protective materials undamaged within 14 days after delivery, unless ATT specifies another period.
2. If the Purchaser fails to return packaging or returns packaging late, damaged or contaminated, the Purchaser is liable for all resulting costs, including replacement, repair, cleaning, transport and administrative costs.
3. If the Purchaser fails to return loaned packaging by the deadline stated in a reminder, ATT may replace the packaging and charge the related costs

to the Purchaser, provided ATT has notified the Purchaser of this consequence in the reminder.

CLAUSE 15. PAYMENT

1. Payment must be made within 30 days after the invoice date, in the manner specified by ATT and in the currency in which the invoice is issued.
2. After 30 days from the invoice date, the Purchaser is legally in default and owes interest on the outstanding amount at 1% per month, unless the applicable statutory commercial default interest rate under Hungarian law is higher, in which case the statutory rate applies.
3. In the event of liquidation, bankruptcy, suspension of payments, debt restructuring, attachment or cessation of business of the Purchaser, all claims of ATT become immediately due and payable.
4. Payment must be made without deduction, discount, suspension or set-off.
5. Payments received from the Purchaser are applied first to costs, then to interest and then to the oldest outstanding invoices, even if the Purchaser states that payment relates to another invoice.

CLAUSE 16. COLLECTION COSTS

1. If the Purchaser fails to perform one or more obligations, all judicial and extrajudicial collection costs are for the Purchaser's account. In any event, the Purchaser owes the following extrajudicial collection costs over the outstanding principal amount:

Outstanding principal amount	Collection costs
First EUR 6,500.00	15%
Above EUR 6,500.00 up to EUR 13,000.00	10%
Above EUR 13,000.00 up to EUR 32,500.00	8%
Above EUR 32,500.00 up to EUR 130,000.00	5%
Above EUR 130,000.00	3%

2. If ATT demonstrates that it has incurred higher costs that were reasonably necessary, those costs are also payable by the Purchaser.

CLAUSE 17. LIABILITY

1. For loss or damage resulting from defects in Products supplied, ATT is liable only as set out in Clause 10 (Warranty).
2. ATT is liable only where loss or damage is caused by intent or gross negligence of ATT or ATT's management.
3. ATT's liability lapses if defects or damage are caused by improper use, use contrary to instructions, repackaging, alteration, processing, storage, transport, installation or resale in a condition different from the original condition supplied by ATT.
4. ATT's liability is limited to the amount paid by ATT's insurer in the relevant case.
5. If ATT's insurer provides no cover or makes no payment and ATT is liable, ATT's liability is limited to twice the invoice value of the relevant transaction or the relevant part of the transaction to which the liability relates.
6. ATT is not liable for indirect loss, consequential loss, loss of profit, loss of production, loss of business, loss of goodwill, recall costs, penalties, damage to reputation or claims from third parties, except to the extent such exclusion is not permitted by mandatory law.
7. The Purchaser indemnifies ATT against third-party claims arising from use, processing, resale or application of the Products by or through the Purchaser, except to the extent such claims result from ATT's intent or gross negligence.

CLAUSE 18. FORCE MAJEURE

1. Force majeure means every circumstance beyond ATT's reasonable control, whether foreseen or unforeseen, that prevents or delays ATT's performance or makes performance materially more difficult or costly.
2. Force majeure includes, without limitation, business interruptions, strikes, political strikes, shortage or defects of raw materials, components, energy or packaging, supplier or logistics delays, transport problems, import or export restrictions, customs delays, epidemics, pandemics, fire, flood, cyber incidents, government measures, war, sanctions and other events outside ATT's control.
3. During force majeure, ATT's delivery and other obligations are suspended. If the force majeure period lasts longer than 3 months, either party may terminate the Agreement for the part not yet performed without any obligation to pay compensation.
4. If ATT has already performed part of its obligations, or can perform only part of its obligations, ATT may invoice that part separately and the Purchaser must pay the invoice as if it related to a separate agreement, unless the part performed has no independent value.

CLAUSE 19. SETTLEMENT OF DISPUTES AND GOVERNING LAW

1. These terms, all Agreements and all disputes arising from or related to them are governed by Hungarian law. The United Nations Convention on Contracts for the International Sale of Goods (CISG / Vienna Sales Convention) is expressly excluded.
2. The competent court in Pécs, Hungary, or, at ATT's discretion, the court competent under the ordinary rules of jurisdiction, has exclusive jurisdiction to hear disputes arising from or related to Agreements concluded under these terms.
3. Nothing in this clause prevents ATT from seeking provisional, protective or enforcement measures before any competent court.

CLAUSE 20. AMENDMENTS AND AVAILABILITY

1. ATT may amend these standard terms and conditions. The version that binds the parties is the version most recently provided or made available by ATT, or the version that applied when the relevant transaction came into being.
2. These terms may be published, made available electronically or filed with a competent register, authority or court if required or useful under applicable Hungarian law.
3. In the event of a discrepancy between translations, the English version prevails unless ATT expressly confirms otherwise in writing.