

**General Terms and Conditions of Purchase  
of  
WIENERBERGER zRt. and  
TONDACH Magyarország Zrt.  
(hereinafter jointly referred to as 'Customer')  
(hereinafter referred to as 'GTC')  
closed on: 04.10.2016**

**1. General Provisions**

The Customer shall purchase goods and use services (the goods purchased and the services used hereinafter collectively referred to as **Object of the Contract**) in accordance with this GTC only, unless explicitly otherwise provided in the contract related to the Object of Contract (hereinafter referred to as **Supply Contract**). Any conditions contrary to or different from the GTC or any other restrictions may be stipulated in the Supply Contract subject to explicit written consent of the Customer only. The general terms and conditions of the other Party entering into contract with the Customer (hereinafter referred to as **Supplier**) shall not become a part of the Supply Contract.

**2. Request for Quotation, Placing Orders, Conclusion of Contract**

(1) All Supply Contracts of the Customer shall be valid only if the same are in writing.

(2) In the case that

- a written form of the Supply Contract is required by law;
- the Supply Contract shall be regarded as a framework contract; or
- the Supply Contract shall be regarded as a service contract,

the Supply Contract shall be concluded provided that it is signed by the authorised signatories (or representatives duly authorised in writing) of the Parties.

A contract shall be regarded as a framework contract if the Object of the Contract is purchasing goods or using services (e.g. supply of raw materials) of the same Supplier regularly in the long term.

A contract shall be regarded as a service contract if the Object of the Contract is the performance of work (e.g. refurbishment, construction/installation work on the spot) in an area owned or used by the Customer.

(3) Certain Supply Contracts may be concluded by telefax or e-mail message as well. In this case, the Supply Contracts may consist of several separate documents (e.g. quotation, order, order confirmation, etc.). Such Supply Contracts are concluded only if the message includes the signature and legible name of the representative of the Customer and Supplier in the case of telefax message or the legible name and position of the representative of the Customer and Supplier in the case of e-mail message. The above-mentioned rules shall apply to the amendment of Supply Contracts. Supply Contracts may not be concluded in any other ways not regulated herein (e.g. oral agreement, implicit conduct, by failure to reply, etc.).

(4) No Supply Contract shall be concluded if the amount of consideration is not clearly defined or the market price is stipulated as consideration [exclusion of Section 6:63 (3) of Act V of 2013 on the Civil Code (hereinafter referred to as **Civil Code**)].

(5) Under the Supply Contract the Parties shall not be bound by any usage which they have agreed on in prior business dealings and by any practice they have established between themselves. Furthermore, under the Supply Contract the parties shall be bound by a usage which would be considered generally applicable and widely known in the given sector by parties to similar contracts [exclusion of Section 6:63 (5) of the Civil Code].

(6) The Customer shall not pay consideration for an order. The Customer hereby excludes binding periods in connection with any supply. The Customer shall be bound by any binding period only in case the Customer sends an order regarded as an order provided in writing according to the rules of paragraphs (2) and (3) and determines the content of the binding period in terms of dates. The Customer's request for quotation shall not be regarded as an offer. The Customer may conclude a preliminary contract if the same is titled 'preliminary contract' and signed according to the above rules.

(7) In case of a framework contract, the specific contract shall regulate the formal requirements of orders and the acceptance of orders.

(8) The Customer regards the above provisions as important with respect to conclusion of contracts by the Customer.

**3. Requirements for the Object of the Contract**

(1) The requirements for the Object of the Contract shall be regulated, in particular, by the general provisions of the Civil Code on the performance of contracts (Sections 6:123; 6:124; 6:125; 6:126; 6:128; 6:129).

(2) The declaration of conformity required by law and, in case of a Supplier outside the EU, the documentation supporting the conformity of the Object of the Contract shall be delivered to the Customer not later than the Object of the Contract.

(3) In order to ensure full delivery of the Object of the Contract (hereinafter referred to as **Delivery**), the Supplier shall provide all components (parts) and services that are necessary for the Object of the Contract to be used properly and to the purpose of the Customer, even in case they are not explicitly indicated in the Supply Contract.

**4. Special Provisions for Deliveries of Hardware and Software**

The Supplier shall guarantee that the Customer shall be entitled to the unrestricted use of hardware and software delivered, except for restrictions provided for by law or accepted by the Customer in writing. The Delivery shall, in all cases, involve a clear and complete documentation in the language of the country of the place of delivery; if this is not possible, in German and English.

**5. Pricing and Delivery Conditions**

(1) If transport conditions are stipulated in the Supply Contract, such conditions shall be interpreted according to INCOTERMS 2010. The Supplier shall send a preliminary notice on Delivery to the place of delivery determined in the Supply Contract (hereinafter referred to as **Place of Delivery**) and the contact person of the Customer designated in the Supply Contract.

(2) The Supplier shall package, mark and dispatch dangerous goods at its own expense in accordance with the national and international requirements.

(3) The Supplier shall be responsible for fulfilling the conditions of Delivery according to Section 6:148 of the Civil Code, including its sub-contractors and carriers as well. The Supplier shall, at its own expense and risk, store all consignments that could not be accepted because of neglecting such requirements.

**6. Delivery Notes, Invoices, Certificate of Origin**

(1) A delivery note shall be attached to each delivery. The order reference number shall be indicated on the delivery note and the invoice as well.

(2) The invoices shall be addressed to H-1119 Budapest, Bártfai u. 34. for WIENERBERGER zRt. and to H-5600 Békéscsaba, Orosházi út 88. (Jamina Factory) for TONDACH Magyarország Zrt. The Customer shall be entitled to reject invoices on which no order reference number is indicated.

(3) The language and layout of the invoices, the invoice items and the prices shall comply with the Supply Contract and the applicable laws. Any additional deliveries or non-deliveries shall be listed separately on the invoice.

(4) In case an invoice does not comply with paragraphs (2) and (3), the Customer shall be entitled to request for re-sending a proper invoice. The proper invoice shall not become due until its receipt.

(5) All invoices shall contain the quantity unit, quantity and customs tariff number related to the Object of the Contract as well as the tax number of the Customer and the Supplier (and their Community tax numbers in case of delivery within the EU).

**7. Term of Delivery; Delays**

(1) The term of delivery shall be stipulated in the Supply Contract (hereinafter referred to as **Term of Delivery**). The Term of Delivery determined and/or accepted by the Customer means that the Object of

the Contract shall be available for the Customer at the Place of Delivery during normal local office hours by the Term of Delivery.

(2) If the Supplier considers that it will not be able to fulfil the delivery by the Term of Delivery, it shall immediately notify the Customer thereof, indicating the reasons and the expected period of the delay. Premature non-performance shall be regulated by Section 6:151 of the Civil Code.

(3) Unless otherwise provided for by the Supply Contract, in case the Supplier fails to meet the Term of Delivery, it shall pay the Customer penalty regardless of culpability. The amount of penalty shall be 0.5% of the contractual value, but not more than 10% of the value of the Object of the Contract, due for each day begun during the period of delay. In addition, the Customer shall be entitled to exercise the rights related to breach of contract under the Civil Code (including without limitation Section 6:137-6:140).

In addition to the penalty, the Customer shall also be entitled to demand payment for damages not covered by the contractual penalty [6:187 (3)].

(4) The Customer shall be entitled to refuse advance delivery. In case of acceptance of advance delivery, the Customer shall reserve the right to invoice for any additional costs arising thereof (e.g. warehousing costs) to the Supplier.

**8. Payment; Exclusion of Assignment**

(1) The payment of an invoice shall not be regarded as acknowledgement of regularity of Delivery and shall not be interpreted as a waiver of any rights of the Customer; furthermore, it shall not be regarded as acceptance of the prices and conditions and it shall not affect the Supplier's obligations related to guarantee and other obligations arising from defective performance.

(2) In case of its default of payment, the Customer shall pay the daily proportionate part of default interest calculated from the due date, subject to a limit of a rate of 5 % per annum.

(3) The assignment of the claim contained in the invoice shall be subject to prior written consent of the Customer.

**9. Warranty**

The Supplier's warranty and defective performance shall be regulated, in particular, by the provisions of Sections 6:157, 6:159-6:167 and 6:175-6:178 of the Civil Code.

**10. Liability for Damages Caused by Breach of Contract; Product Liability**

(1) In case the Object of the Contract is assembly, maintenance, checking, preservation, etc., in any factory of the Customer's group of companies, the safety policies related to the third-party companies performing assignments in those factories, determined by the Customer for such locations, shall be applicable.

(2) In general, the Supplier shall assume liability for damages caused by breach of contract according to Sections 6:142-6:143 of the Civil Code.

(3) The Supplier's product liability shall be regulated by Sections 6:550-6:559 of the Civil Code.

**11. Confidentiality**

(1) The Supplier shall treat all information obtained in connection with requests for quotation, orders, the Supply Contract and the Object of the Contract, except for information in the public domain or obtained by the Supplier in any other lawful manner. The data obtained by the Supplier shall be used for the purpose of Delivery only. The Supplier shall keep confidential all drawings, samples, models, designs as well as other production documentations and manuals which are the physical or intellectual property of the Customer and are at the free disposal of the Customer. The Supplier shall prevent access of third parties to all such documents and information and shall also order its employees to observe appropriate confidentiality. The provisions on confidentiality and data protection shall remain valid even after performance of the Supply Contract and the termination of all contractual relations with the Supplier.

(2) In general, all Supplier's data arising from the current commercial transactions may be used in an automated way only for the purpose of performance of the Supply Contract, including without limitation administration and accounting purposes.

(3) However, the Supplier agrees that the data related to the Supply Contract may be processed and disclosed by the Customer to the members of the Customer's group of companies.

(4) The Supplier shall treat confidential the requests for quotation, orders and the Supply Contract. The Supplier shall be liable for all damages caused to the Customer by the breach of this obligation.

**12. References**

The Supplier may refer to its business relations with the Customer in its information and advertising materials subject to the explicit written consent of the Customer only.

**13. Infringement of Industrial Property Rights**

The Supplier shall assume liability for any infringement of patent, licence or other rights of third parties caused by the delivery or use of the Object of the Contract, bear all costs and damages arising thereof, assume responsibility for all claims against the Customer and shall immediately hold the Customer harmless from any payment or other obligations arising from such claims.

**14. Termination of the Supply Contract**

(1) In addition to its right of cancellation provided for by law, the Customer shall be entitled to cancel the Supply Contract, or any part of it, subject to a unilateral declaration if the Supplier:

- is in delay for over 15 calendar days following the Term of Delivery for reasons attributable to or within the control of the Supplier (with respect to the Object of the Contract affected by the delay),
- despite a written notice of the Customer, the delivery is not in compliance with the quality and/or technical requirements specified in the Supply Contract (defective performance) (with respect to the Object of the Contract affected by defective performance), or
- any bankruptcy or liquidation procedure is initiated against the Supplier or the Supplier resolves its dissolution (with respect to the Object of the Contract not delivered).

(2) If the Supplier had already performed its obligations, or any part of them, before the circumstance determined in paragraph (1) above arose, the Customer shall also be entitled to terminate the Supply Contract instead of cancellation at its own discretion. In this case, the Parties shall settle accounts with each other and the Supplier shall be entitled to the proportionate consideration of the services already delivered.

**15. Miscellaneous**

(1) The invalidity of any provision of the Supply Contract shall not automatically result in the invalidity of the Supply Contract as a whole. In this case, the Parties shall replace such invalid provision with a provision best suiting their contractual will and their intentions at the time of the conclusion of the Contract.

(2) The GTC and the Supply Contract contain the entire agreement of the Parties.

(3) The representatives of the Parties represent and warrant that they validly represent the companies they are signing for, i.e.:

- they are entitled to make statements specified in the Supply Contract and the GTC without the consent of third persons, in the lack of which
- the consent or authorisation of the authorised person(s) in the appropriate form is available for them.

(4) The Supply Contract and the GTC (including their validity as well as the interpretation of terms and conditions and agreements thereof) shall be governed by the Hungarian law. The rules on the conflict of laws of the Hungarian private international law shall not apply (the Parties shall exclude renvoi from the Hungarian law to another country's law). The GTC and the Supply Contract have been executed in the Hungarian and English languages. The Hungarian version shall prevail for all matters of interpretation.

(5) The Parties shall attempt to resolve any disputes arising from the GTC and the Supply Contract through negotiations; they shall take judicial action if such negotiations have failed. The Parties mutually consent to the exclusive jurisdiction of the Central District Court of Buda or the Keckemét Court, if justified by rules of competence.

(6) The Supplier shall accept the present GTC and all provisions of the Customer's Supplier Code of Conduct, available at by <http://wienerberger.hu/downloads/20161006130917/wienerberger-cbmc-supplier-code-of-conduct.pdf> accepting the order of the Customer.