

GENERAL TERMS AND CONDITIONS
(for the procurement of goods, services, and works)

The present general terms and conditions (hereinafter: GTC) are applicable to

- **Invitech ICT Services Limited Liability Company** (registered office: 1013 Budapest, Krisztina körút 39., Company Registration Number: 01-09-414291, Tax Number: 25836965-2-44) and
- **Invitech ICT Infrastructure Limited Liability Company** (registered office: 1013 Budapest, Krisztina körút 39., Company Registration Number: 01-09-430651, Tax Number: 32560390-2-41)

(collectively hereinafter referred to as INVITECH)

as the client, customer, or buyer, and the service provider, contractor, agent, or seller (hereinafter collectively referred to as Service Provider) for regulating the procurement-related contractual relationships.

These GTC are aimed at the one-time or regular procurement of services based on various business activities. The provisions of the GTC form an inseparable part of the contract/order (hereinafter: Contract) concluded between INVITECH and the Service Provider and are valid only together with it.

I) Conclusion of the Contract

The contract is established if the Parties conclude a Contract within the period of binding the offer or INVITECH sends a written service order which the Service Provider confirms in writing with identical content. In the contractual relationship, the terms set out in the Contract are governing. If a matter is not addressed in the Contract, the provisions of these GTC shall apply. If a matter is addressed in the Contract and differs from these GTC, the terms in the Contract shall apply.

The technical specification and technical offer, along with these GTC, form an inseparable part of the Contract.

II) Compensation, Invoicing, and Payment Terms

The fee specified in the Contract (contractor's fee, commission fee, or purchase price, hereinafter collectively referred to as service fee) is a fixed fee that cannot be unilaterally changed during the validity of the Contract and includes all incidental and other costs related to the performance on the Service Provider's side. The Service Provider is entitled to additional compensation or reimbursement only if explicitly agreed in the Contract with INVITECH.

INVITECH shall settle the service fee after performance based on an invoice issued in accordance with Act CXXVII of 2007 on Value Added Tax (hereinafter: VAT Act) and as specified in the Contract. INVITECH's email address for receiving electronic invoices is invitech_eszamla@invitech.hu.

The Parties may agree on settlement according to § 58 of the VAT Act if the period and consideration for the performance are determined periodically. The signed performance certificate by an authorized representative of INVITECH must be attached in original to the invoice. The content of the invoice must match the performance certificate. The contract number (if any) and/or order number must be indicated on the invoice. INVITECH may reject the invoice without identification. The Service Provider is entitled and obliged to issue the invoice for the certified performance within 8 calendar days after the

performance certification. If the Service Provider fails to send the invoice on time, the payment deadline is extended by the days of the delay. INVITECH shall settle the duly issued invoice within 60 days from its issuance by bank transfer to the Service Provider's account. The day of payment is the day when the amount is credited to the Service Provider's bank account or should have been credited. In the case of a paper invoice, the Service Provider must post it or deliver it to INVITECH in another verifiable way (e.g., courier service) no later than the day after issuance. In case of dispute, the Service Provider must prove the fact and date of posting or delivery.

III) Place and Time of Performance

The place of performance shall be defined in the Contract, in the absence of which it is the registered office of INVITECH. The deadline for performance shall be the deadline specified in the Contract.

In the case of a business relationship, the Service Provider is obliged to hand over the subject of the Contract to INVITECH through a handover-acceptance procedure, during which the Parties shall perform the usual (quantitative and qualitative) inspections to ascertain the conformity of performance. The Parties consider the provisions of § 6:247 of the Civil Code applicable to the handover-acceptance procedure and the acceptance or rejection of the work.

IV) INVITECH's Obligations and Rights

INVITECH is entitled and obliged to:

- a) Provide the information necessary for the Service Provider's performance in a timely and appropriate manner as requested by the Service Provider in writing.
- b) INVITECH has the right to check the Service Provider's performance at any time. The Service Provider is not exempt from liability if INVITECH fails to exercise this right or does so inadequately.
- c) After the task is completed and the invoice and the performance certificate signed by INVITECH's authorized contact person are submitted, INVITECH shall fulfill its payment obligation in accordance with the Contract.
- d) Unless otherwise agreed by the Parties, INVITECH shall own the intellectual property created by the Service Provider during the performance of the Contract, or – if ownership acquisition is excluded by law – shall have the unrestricted right to use it in terms of time, place, and quantity.

V) Service Provider's Obligations and Rights

The Service Provider is entitled and obliged to:

- a) Perform the task specified in the Contract in the manner and content specified therein within the given deadline/timeframe. The Service Provider shall also perform all activities not specifically mentioned in the Contract documents but necessary for the performance of the Contract. The proper assessment of the scope and extent of these tasks is the responsibility and risk of the Service Provider.
- b) Inform INVITECH about its activities and the status of the case at INVITECH's request, or even without such request if it becomes necessary, especially if the involvement of another person becomes necessary or if new circumstances arise that justify modifying the instructions.

c) Engage a subcontractor for the performance of the activities only with INVITECH's prior written consent. The Service Provider is liable for the activities of the subcontractors as if the work were performed by itself. In the case of unauthorized subcontractor involvement, the Service Provider is liable for any damages that would not have occurred without it.

d) Warn INVITECH if INVITECH gives impractical or unprofessional instructions. The Service Provider is liable for damages resulting from failure to provide such warning.

e) Ensure that no third-party rights are violated by using any items or intellectual property during the performance of the Contract and that the Service Provider has the necessary rights to grant INVITECH ownership or usage rights.

VI) Penalties

a) Delay Penalty: If the Service Provider delays any obligation for which it is responsible, the Service Provider shall pay a delay penalty to INVITECH. The basis for the penalty is the net amount of the service fee determined for the delayed service; if this cannot be determined, the total net service fee applies. The rate of the delay penalty is 1% for each commenced day of delay, up to a maximum of 20%.

b) Defective Performance Penalty: If the Service Provider performs the Contract defectively, it shall pay a penalty. In case of defective performance, the basis for the penalty is the net amount of the service fee for the defective service; if this cannot be determined, the total net service fee applies. The rate of the defective performance penalty is 20%.

c) Non-performance Penalty: If the performance becomes impossible due to a reason within the Service Provider's responsibility, or if the delay penalty reaches its maximum and INVITECH withdraws from the Contract or terminates it with immediate effect, the Service Provider shall pay a non-performance penalty of 30% of the total net service fee.

d) The Service Provider must pay the penalty within 8 days from INVITECH's notification.

e) INVITECH is entitled to claim damages exceeding the penalty and enforce other rights resulting from the breach of contract.

f) Payment of the delay or defective performance penalty does not exempt the Service Provider from performance.

g) The penalties can be applied independently and cumulatively.

VII) Force Majeure

Failure by either Party to perform in accordance with the contract shall not be considered a breach of contract if the delay in performance or failure to fulfill other obligations under the Contract is due to a force majeure event, except if the performance was already due before the occurrence of the force majeure event. Force majeure shall mean any event that is beyond the control of the non-performing Party, was not foreseeable, and cannot be attributed to the fault, omission, or negligence of the non-performing Party. If a force majeure event occurs, the Party experiencing the force majeure event must immediately notify the other Party in writing about the force majeure event, its expected duration, and the extent to which the force majeure event affects contractual performance. If the force majeure event lasts for 90 days, the Parties are obliged to consult regarding the performance of the Contract; if the consultations do not result in an agreement within 45 days, either Party may withdraw from the

Contract without any obligation to compensate for damages or, if withdrawal is no longer possible, may terminate it.

VIII) Liability

The Service Provider assumes full responsibility for meeting deadlines, the adequacy of performance, compliance with the Contract, and maintaining proper quality standards. The Service Provider is fully liable to INVITECH for any breach of contract, including consequential damages and lost profits. If the Service Provider causes damage to INVITECH's or any third party's equipment or impedes their operation during performance, it shall fully compensate for the damage.

IX) Warranty

The Service Provider provides a warranty for the completed work as follows:

a) The Service Provider warrants the services provided, the professionalism of the work, and the quality of the materials and parts used (hereinafter collectively: tools) for a minimum period of 12 months unless a longer warranty period is specified by law or the manufacturer. This provision also applies to the provision of goods. The warranty period begins on the day INVITECH signs the performance certificate. If the service or delivered product proves to be defective within the warranty period, the Service Provider must replace or repair it at its own expense within a reasonable period determined by INVITECH.

b) INVITECH is entitled to exercise the warranty rights even if the defect was caused by a factor that arose after the transfer of risk. INVITECH is obliged to report the defect within a reasonable time after discovery.

c) The warranty does not cover defects caused by the improper use of the goods or services contrary to the instructions for use or care, natural wear and tear, or force majeure events.

d) If the Service Provider fails to comply with INVITECH's written notice within 24 hours after the repeated receipt of the notice during the warranty period, INVITECH is entitled to have the repair or replacement carried out by a third party. The Service Provider is obliged to reimburse INVITECH for the cost of such repair work performed in this manner.

e) The Parties otherwise consider the provisions on warranty stipulated in §§ 6:171-173 of the Civil Code to be guiding.

f) The notification of a warranty claim by INVITECH does not prejudice INVITECH's right to claim compensation from the Seller for the damage suffered due to the malfunction of the ordered product.

X) Contract Modification and Termination

a.) The Parties may amend the Contract only in writing, considering the relevant legal regulations.

b.) The fixed-term contractual relationship terminates upon the fulfillment of the conditions stipulated in the Contract.

c.) INVITECH is entitled to unilaterally withdraw from the Contract with a written statement, without justification, in the case of both fixed-term and indefinite-term Contracts until the commencement of performance, and to terminate it thereafter, subject to the notice period specified in the Contract.

d.) The Parties are entitled to terminate the Contract with immediate effect if the other Party severely breaches its obligations arising from it and does not cease its breaching conduct despite the written notice of the other Party. INVITECH is particularly entitled to terminate the Contract with immediate effect if the delay penalty payable by the Service Provider reaches its maximum amount.

XI) Communication

All communications between the Parties shall be legally effective only in writing (e.g., by postal mail, personally delivered documents, minutes, email) and conducted by the contact persons specified in the Contract or the Parties' representatives registered in the company register. Notifications related to the Contract addressed to each other by the Parties shall be considered properly delivered if sent in writing (by letter or email) to the contact person or representative specified in the Contract and receipt of which can be proven by return receipt or electronic receipt confirmation. A message sent in accordance with the above, but received at the recipient's location after business hours (17:00 h) or on a non-business day, shall be deemed received only on the next business day at the place of receipt. In the case of registered mail, the notification shall be considered received on the fifth day following dispatch, in the case of personal delivery, on the day of delivery, and in the case of email, at the time indicated on the electronic acknowledgment (on weekends or public holidays, on the first business day following dispatch). In case of dispute, the sending Party must prove the fact and time of dispatch. Withdrawal from or termination of the Contract can only be communicated to the other Party by registered mail with return receipt or personal delivery. The provisions on the processing of personal data are contained in the Privacy Notice: <https://www.invitech.hu/file/invitech-etikai-kodex/>.

XII) Confidentiality

The Parties are obliged to treat the Contract, as well as all information that comes to their knowledge during or in connection with its performance, as business secrets (hereinafter: Secret) and may use such information exclusively for the purpose of fulfilling the Contract, and may not disclose it to unauthorized persons; accordingly, they may not engage in any communication activities regarding the Contract or the plans, documents, and secrets created during its performance. The Contracting Parties shall strictly maintain all secrets and, without the prior written consent of the other Party, shall not disclose them to the public, supply them to unauthorized persons, or make them accessible to such persons either during the term of the Contract or thereafter. The Parties are obliged to ensure that other persons and contributors in a legal relationship with them also treat the secret as a business secret, both during the term of the Contract and thereafter. In the event of the termination of the Contract for any reason, the obligation of confidentiality shall continue to bind the Parties indefinitely, even after the termination.

Applicable: from 2024