

## GENERAL TERMS AND CONDITIONS OF BUSINESS

### 1. Applicability

These General Terms and Conditions of Business (the “**GTC**”) are applicable to all deliveries and services rendered by SCHOTT Hungary Gyógyszeripari Üvegtermék Gyártó Korlátolt Felelősségű Társaság (H-9724 Lukácsháza, Otto Schott utca 1., registration No.: Cg.18-09-101541, “**SCHOTT**”) to its customers (the “**Customer**”). The GTC shall not apply to contractual relations with business partners who qualify as “natural person customers” (*fogyasztó*) pursuant to section 8:1 subsection (1) 3. of Hungarian Act V of 2013 on the Civil Code (the “**Civil Code**”).

The contractual relationship between the Customer and SCHOTT is made up of the GTC, the framework agreement (the “**Agreement**”), if any, and the offers and confirmations pertaining to individual deliveries (collectively the “**Contract Documentation**”). In case of any discrepancy or conflict within the Contract Documentation, the individual offers and confirmations shall prevail over the Agreement, and the Agreement shall prevail over the GTC. The GTC is made available to the Customer on the website of SCHOTT ([www.schott.com/hungary/terms-sale](http://www.schott.com/hungary/terms-sale)), and with the conclusion of the contractual relationship as defined in clause 2 below, the GTC will automatically form an integral part of the contractual relationship and will be applicable thereafter to each individual delivery during the term of the Agreement.

**Terms of business of a Customer which deviate from the GTC (“Varying Terms”) are not recognized unless expressly accepted by SCHOTT in writing. Varying Terms shall only be applicable if and to the extent a certain matter is not regulated in the Contract Documentation. In case of any discrepancy or conflict, the terms of the Contract Documentation shall prevail over the Varying Terms.**

Should individual provisions of the Contract Documentation be or become invalid or contain a gap, the obligations imposed by the remaining provisions shall not be affected. Invalid parts shall be replaced by valid provisions which correspond as closely as possible to the legal and economic purpose of the invalid provision. The same procedure shall be followed if gaps are found to exist in the Contract Documentation.

### 2. Offer, order and conclusion of the contract

The contractual relationship between SCHOTT and the Customer is deemed concluded upon the signing of the Agreement by SCHOTT and the Customer.

Any offers of SCHOTT as well as any information on price, quality, delivery date and availability are non-binding unless expressly stated as being binding. An offer which is stated as being binding is valid for 30 days unless otherwise agreed.

Binding offers shall form part of the Contract Documentation upon express written acceptance. Implied conduct of SCHOTT (e.g. commencement of delivery) shall in no manner constitute acceptance of Varying Terms or counteroffers.

All communication with respect to the Contract Documentation must be signed by authorized corporate representatives, unless otherwise agreed in the Agreement.

### 3. Scope of supplies and services, delivery, performance of the contract

The offer and order confirmation by SCHOTT are determinative for and specify exhaustively the scope and performance of the delivery of goods or the performance of the services.

SCHOTT is entitled to over- or undersupply up to 10% of the ordered volume. The goods and services are accepted as being in accordance with the contract provided there is no more than a maximum difference of 10%.

Delivery is understood Ex Works (Incoterms 2010), including, in particular, transfer of risk. The Parties may agree on a special place of delivery, without prejudice to other terms of delivery. Partial deliveries are permissible unless the opposite is expressly agreed. The Customer shall inspect the goods and services supplied within 3 (three) days from arrival. The Customer shall not be entitled to any rights concerning the return of packaging material or recycling of products delivered by SCHOTT.

Delivery dates are only binding if they have been agreed in writing. **In case of a delay, the Customer is only entitled to terminate the contract after the expiry of a grace period of at least 6 weeks. Compensation for late delivery, liquidated damages, claims for damages (whether direct or incidental) etc. are excluded.**

#### **4. Drawings, technical documents**

Drawings, photographs, dimensions and weights provided by SCHOTT are only of approximate value, unless they have expressly been stated and accepted by SCHOTT as mandatory. SCHOTT retains all intellectual property rights with respect to its products and services. Unless expressly agreed otherwise, the Customer shall not be granted any license or right of use with respect to any intellectual property of SCHOTT. Customer shall be solely responsible and warrants that drawings and other material submitted by Customer and the use thereof do not infringe patents or any other proprietary rights of third parties.

#### **5. Prices, Payment**

Prices are understood ex works (Incoterms 2010), net of VAT and other taxes, payable by bank transfer within 30 days from the delivery, without discount, unless otherwise agreed upon.

Should the Customer not meet the payment deadline it is, irrespective of any reminder, in arrears of payment and must pay default interest at the prevailing statutory rate specified in the Civil Code.

#### **6. Warranty, Limitation of Liability**

SCHOTT warrants that the goods conform in all material respect to the specifications agreed with the Customer in writing with respect to the individual orders (*kellékszavatosság*, within the meaning of section 6:159 of the Civil Code). SCHOTT hereby excludes any further warranty, either express or implied.

**The warranty period shall be 6 (six) months from the date of delivery.**

The principal remedy available to the Customer for breach of warranty shall be replacement of the defective products or services (*kicserélés*, within the meaning of section 6:159 of the Civil Code). **The Customer's right of rescission (*elállás*, within the meaning of section 6:213 of the Civil Code) as remedy for breach of warranty is excluded.**

**Subject to the above and except in the event of intent and product liability (terméklelősség, within the meaning of section 6:550 of the Civil Code) scenarios, the liability of SCHOTT for damages shall be limited as follows:**

**SCHOTT shall in no event be liable for any indirect, incidental, special or consequential damages nor for any loss of profit or loss of production arising out of or relating to the sale or use of its goods.**

**If SCHOTT breaches any provision of the Contract Documentation, SCHOTT's maximum liability, whether based in contract, tort or otherwise, shall not exceed the price invoiced for the delivery in relation to which the relevant breach of contract or tort has occurred.**

SCHOTT shall not be liable for, and the Customer shall indemnify and hold SCHOTT harmless against third party claims in connection with any non-compliance of the products delivered by SCHOTT with any legal requirements, to the extent such non-compliance is a result of SCHOTT following the specifications provided by the Customer.

#### **7. Retention of title**

Goods remain in the ownership of SCHOTT until payment has been made in full (*tulajdonjogfenntartás*, within the meaning of section 6:216 of the Civil Code). SCHOTT is entitled to request registration of the retention of title in the Hungarian register of liens (*hitelbiztosítéki nyilvántartás*). On request, the Customer undertakes to support SCHOTT in all actions to protect its ownership (e.g. entry in the register of liens).

The Customer shall store all goods delivered to it but still in SCHOTT's ownership separately and appropriately marked. The Customer shall take out and maintain appropriate property insurance for such goods, with SCHOTT as the beneficiary.

In the event of seizure or any other form of confiscation by a third party, the Customer will inform SCHOTT without delay.

#### **8. Default, termination**

In addition to the default interest specified in clause 5 above, in the event of a default, SCHOTT has the right to rescind from (*elállás*, within the meaning of section 6:213 of the Civil Code) the individual delivery and/or the Agreement and to demand payment of compensation for its damage (*kártérítés*, within the meaning of section 6:143 of the Civil Code 6:143) and liquidated damages (*kötbér*, within the meaning of section 6:186 of the Civil Code) in the amount specified in the Agreement.

The remedies available to SCHOTT under the Contract Documentation and statutory provisions are cumulative, and the choice of a remedy shall in no way prejudice SCHOTT's rights to pursue other remedies at its discretion.

**The Customer's right of rescission (*elállás*, within the meaning of section 6:213 of the Civil Code) or unilateral termination (*felmondás*, within the meaning of section 6:213 of the Civil Code) pursuant to section 6:231 subsection 3 of the Civil Code are hereby excluded.**

#### **9. Applicable law/place of jurisdiction**

Hungarian law applies under exclusion of its rules on conflicts of law and under exclusion of the Vienna Convention on Contracts for the International Sale of Goods / the United Nations Convention on Contracts for the International Sale of Goods. The ordinary Hungarian courts shall have jurisdiction in accordance with Hungarian statutory rules of civil procedure.