



GENERAL TERMS AND CONDITIONS
WITH RESPECT TO THE CONTRACTUAL RELATIONSHIPS OF
MÜLLER-GUTTENBRUNN HULLADÉKANYAG KERESKEDŐ ÉS FELDOLGOZÓ KFT.

PREAMBLE

Müller-Guttenbrunn Hulladékanyag Kereskedő és Feldolgozó Kft. (registered office: 1239 Budapest, Ócsai u. 4/A, Company Registration Number: Cg. 01-09-065577, Tax Registration Number: 10311260-2-43; bank account number: Oberbank AG 18400010-02494845-70100024, VPID number: HU0000059552, Number of metal trading license: FE00031800001, KTJ number [Environmental Regional Number]: 100673088, KÜJ number [Environmental Customer Number]: 100188950, GLN number: 5990501359002, represented by: managing director Hoffmann Nándor, individually) as a contracting party (hereinafter referred to as: **Mü-Gu Kft.**) applies the following general terms and conditions (hereinafter: **GTC**), with contents compliant with the statutory provisions of the **Civil Code**, with **Act CXL** of 2013 on Metal Trading (hereinafter referred to as: **Metal Act**) and Government Decree No. 443/2013. (XI.27.) on its implementation (hereinafter referred to as: **Implementation Decree**), in order to standardise and simplify the acquisition via sale and purchase and the transfer of title of materials requiring a metal trading license, the conclusion of (individual) sale and purchase contracts, furthermore, the conclusion of all other contracts that aim to establish a legal relationship (hereinafter collectively referred to as: **Contract**).

These GTC shall apply to any and all legal relationships established by Mü-Gu Kft. with regard to activities related to metal trading.

These GTC shall also include all cases when the partners of Mü-Gu Kft perform other activities for Mü-Gu Kft that are not closely related to metal trading, and, as part of that, they enter into a legal relationship with Mü-Gu Kft as an agent, contractor, subcontractor or they enter into other legal relationships that aim to provide services.

With regard to the fact that Mü-Gu Kft. enables becoming familiar with these GTC for natural persons or legal entities, entities without a legal personality (hereinafter referred to as: **Contracting Parties**) intending to acquire or transfer the title to, right of enjoyment, right of use of materials subject to metal trading license prior to conclusion of the contract, these GTC are an integral part of the Contract, the provisions contained herein shall create contractual rights and impose obligations on the Contracting Parties. Mü-Gu Kft. and the Contracting Parties are hereinafter collectively referred to as: **Parties**.

If the contents of the Contract and those of the GTC differ from each other, then the former shall become a part of the Contract.



If a pre-contract (hereinafter referred to as: **Pre-contract**) is concluded for any reason, the provisions laid down in the GTC shall be applied to such Pre-contract, where applicable. In the Pre-contract, Mü-Gu Kft. and the Contracting Parties shall mutually commit to conclude a Sales and Purchase Agreement at a later time specified in the Pre-contract and with the terms and conditions defined therein.

If no written contract is concluded between the parties for any reason, any kind of verbal agreements, contracts implied by conduct shall also be subject to the provisions contained in these GTC.

I. GENERAL REPRESENTATIONS

1. Prior to the execution of the Contract, Mü-Gu Kft. made the Contracting Parties aware of the substantial legal situation of the material subject to metal trading license.
2. By the execution of the Contract, the Contracting Parties acknowledge that they have become aware of all circumstances relating to the sale and purchase of the material subject to metal trading license, they were allowed to read through any and all documentation relating thereto, they have received information about the features, composition, characteristics, etc. of the material, being the subject matter of the Contract, being subject to metal trading license, prior to the execution hereof.

Mü-Gu Kft. represents that as a metal trader (holder of a metal trading license), it holds all necessary official licenses for the trading (purchase of materials subject to metal trading license – by the purchaser or another person – for utilisation defined in the Act on metal trading, in addition, transport, storage, warehousing and sale thereof) of materials subject to metal trading license (objects containing the metals defined in the Annex of the Act on metal trading, the scrap or alloy thereof, with the exception of primary commodities, semi-finished products produced by a legal entity or an entity without a legal personality engaged in the production of metal goods as a business activity, furthermore, rubber tires and packaging that retain their function as packaging material).

3. The Contracting Parties are entitled to inspect the material subject to metal trading license, being the subject matter of the legal relationship, and to take a sample thereof, only at times previously agreed with Mü-Gu Kft., with an escort provided by Mü-Gu Kft.



4. The Contracting Parties acknowledge that Mü-Gu Kft., prior to the signing of the Contract, shall be entitled to sell the materials subject to metal trading license held in its inventory, without any limitations.
5. The Contracting Parties acknowledge that the offers made by Mü-Gu Kft. shall only be considered valid if they are in writing.

II. PROPER PERFORMANCE

1. The services provided under the Contract shall be considered properly provided if the subject matter of the services – in line with the Civil Code and the provisions of these GTC – is suitable to be used, processed and transported at the time of the performance. It shall be of that quality that may be expected by Mü-Gu Kft., considering the public representations of the Contracting Parties regarding the material's features and other declarations.
2. Mü-Gu Kft. and the Contracting Parties shall mutually collaborate during the performance of the Contract. For the sake of the performance of the contract, the Contracting Parties shall proceed in such a manner that can be normally expected in the given situation. Mü-Gu Kft. shall facilitate the performance in the same way (thus, it especially shall make any and all legal statements immediately that facilitate the performance by the Contracting Parties).
3. The Contracting Parties undertake to cause the observation of the preliminary and final completion deadlines by their suppliers and they cause their further contracting parties to perform properly in order to provide services properly, fulfilling the interest of Mü-Gu Kft. At the same time, Mü-Gu Kft. and the Contracting Parties agree that those periods in which performance was rendered impossible due to reasons beyond the Contracting Parties' control (acts of God, force majeure, weather disabling performance) shall not be counted towards the completion deadline.

III. CONTENT OF THE PERFORMANCE

1. The content of the performance is specified by the final Description of materials and metal content handed over as an Annex of the Contract. The material subject to metal trading license shall be considered suitable with respect to quality, if it is in compliance with the provisions of the document specified in the above sentence (hereinafter referred to as, for the purposes hereof: Description of materials), and if there are no circumstances that could prevent the acquisition of title.



2. The Parties agree that the Description of materials shall not be modified in a way that causes the reduction of metal content in case of legal relationships that are already established. During the performance, Mü-Gu Kft. will not approve any metal content that is lower than the one specified in the Description of materials and declares that, for this reason, it may file a claim for damages against the Contracting Parties prior to the sale and purchase of thereafter.
3. Mü-Gu Kft. only accepts the modification requests of the Contracting Parties aiming the increase of metal content, subject to the observation of any and all legislations, official requirements, compulsory standards and other requirements, at the latest until the final deadline set forth in the Contract, and it is confirmed by providing an itemised list of the additional costs and the price quotation (specification). If the Buyer makes no written remarks on the confirmation within 5 days after the receipt thereof, the amendment of the Description of materials shall be concluded with the length and terms and conditions specified in the confirmation.
4. The Contracting Parties are entitled to issue an invoice to Mü-Gu Kft. on the amendments specified in the previous Section, which invoice shall be paid by Mü-Gu Kft. until the due date set forth in the invoice. If the Contracting Parties fail to issue an invoice, Mü-Gu Kft. may refuse the financial fulfilment of the provisions laid down in the amendment.
5. The Parties agree that if the metal content of any material subject to metal trading license shows a deviation that exceeds $\pm 3\%$ compared to the values listed in the Description of materials, they shall settle accounts regarding the part of the difference that exceeds 3% upon the payment of the last portion of the purchase price. If the difference resulting from the deviation of the metal content is not settled upon the payment of the last portion of the purchase price, claims arising out of or in connection with that shall not be enforced later.

IV. DELIVERY

1. The Contracting Parties shall notify Mü-Gu Kft. at least 8 days prior to the scheduled delivery date of the material subject to metal trading license. Mü-Gu Kft. shall attend the delivery of the material subject to metal trading license within 8 days following the receipt of the notice, at the time and date agreed by the Parties in advance.
2. Upon delivery, Mü-Gu Kft. and the Contracting Parties or its representatives holding a power-of-attorney providing conclusive evidence, the carrier's/haulier's representative or representatives holding a power-of-attorney providing conclusive evidence shall prepare written records of the condition, texture of the material subject to metal trading



license and of the fact whether such material is in compliance with the content of the Description of materials. Any defects and discrepancies shall be documented in the records, in which the times and dates of the delivery of goods and any possible hindrances of works and the reasons therefor shall be continuously recorded. Upon the delivery of goods to Mü-Gu Kft., the delivering party shall declare that the materials delivered by them do not contain any explosive components, which declaration shall be made in a separate document pursuant to these GTC.

3. Delivery in external premises shall take place as follows. The Party, who is obligated by the Contract, shall deliver the containers necessary for delivering the materials subject to metal trading license at its own costs, via its own means of transportation to the place laid down in the Contract. The representatives of the Parties shall proceed jointly to weigh the means of transportation and the empty containers at a specified site being the weighing place (hereinafter referred to as: External weighing place). The results of the weighing and the license plate numbers of the vehicles participating in the weighing shall be recorded in writing. Thereafter, the Contracting Parties, upon the collaboration of Mü-Gu Kft., shall place the containers at the place where the materials subject to metal trading license will be stored. The Contracting Parties will assort the materials subject to metal trading license into four quality classes (a, b, c, d) and place the assorted materials subject to metal trading license into the containers while the representative of Mü-Gu Kft. is continuously present. The Parties shall place labels on the containers referring to the quality of the goods and then they will be transported to the weighing place. While the representatives of the Parties are present, the weighing note and the forwarders certificate of receipt shall be issued. The mass and quality class of the materials subject to metal trading license, the license plate numbers of the means of transportation, the name of the driver and the names and signatures of the Parties' representatives shall be recorded in these documents. When goods are delivered to Mü-Gu Kft. in external premises, the delivering party shall declare in a separate document that the goods delivered by them do not contain explosive components. The Parties shall hand over the first copy of the documents to the driver, who will transport the materials subject to metal trading license along with the documents to the site of Mü-Gu Kft.
4. The Contracting Parties agree that a **control weighing** will take place at the site of Mü-Gu Kft. (hereinafter referred to as: Weighing place), and the Contracting Parties shall ensure the attendance by a person authorised to represent them, and if the results of such weighing show any deviation that exceeds +/- 1% compared to the results of the weighing that took place at the External weighing place, the Parties shall discuss the weight difference. In that case, the Parties may accept the results of the control weighing and the Contracting Parties will be entitled to issue an invoice based on that measurements, or Mü-Gu Kft. shall be entitled to reject the acceptance of the goods and



the Contracting Parties shall take back the materials subject to metal trading license to the storage place and shall have the goods unloaded.

5. The Contracting Parties agree that if the results of the weighing at the External weighing place and the results of the control weighing are the same, or the deviation does not exceed $\pm 1\%$, the Contracting Party will issue the invoice on the basis of the second copy of the documents and will forward that invoice to Mü-Gu Kft.
6. In order to ensure continuous work, Mü-Gu Kft shall replace the transported containers immediately. Mü-Gu Kft. shall acknowledge that the lack of the containers may modify any delivery deadlines assumed by the Contracting Parties.
7. The Parties acknowledge that the preparation of the goods and loading them into the containers need to be done outdoors. Consequently, weather conditions (rain) or transportation difficulties (difficulties in railway transport, shortage of wagons) may hinder continuous work. The Contracting Parties shall report any hindrances to Mü-Gu Kft. immediately and, at the same time, record them in the delivery documentation. If the work is hindered by weather conditions, the final deadline for delivery assumed by the Contracting Parties shall be extended by the number of missed days.
8. The Party who is obliged to take care of the transportation shall provide the personal data of persons necessary for the delivery and transportation, and the identification data, type and licence plate numbers of transporting vehicles to the other Party in writing within 5 days preceding the transportation. The receiving Party shall ensure the access of the persons designated by the delivering Party and the transporting and unloading vehicles to the site of the receiving Party. The delivering Party assumes obligation that only such persons are employed in connection with the delivery, loading and transportation, who have a clean criminal record.
9. The basis of settlement shall be the weight measured at the External weighing place – in the case of road transport, on the approved road scales, in the case of railway transport, on the approved railway scales – or at the Weighing place, which is also the basis for any further settlements and the issuance of the invoice.
10. The Contracting Parties will hand over any and all necessary documents relating to the materials subject to metal trading license to Mü-Gu Kft. upon delivery.
11. As of the delivery, Mü-Gu Kft. shall assume any and all obligations, expenses, costs and risks of hazard relating to the materials subject to metal trading license and enjoy all of their benefits.
12. In any other cases, when the delivery of the materials subject to metal trading license provided by the Contracting Parties takes place at the site of Mü-Gu Kft., being the



Weighing place, the Contracting Parties shall ensure that their representative holding a power-of-attorney providing conclusive evidence is present and the weighing note shall be issued jointly.

13. Mü-Gu Kft. shall be entitled to cancel the Contract, if the Contracting Parties unduly refuse the delivery of the material subject to metal trading license. In case of cancellation in accordance herewith, Mü-Gu Kft. shall be entitled to keep the earnest money or liquidated damages for default. Mü-Gu Kft. shall be obliged to repay any portions of the purchase price paid by the Contracting Parties in addition to the earnest money or liquidated damages for default, within 5 (five) days following the receipt of the declaration by the Contracting Parties containing the cancellation, however, Mü-Gu Kft. shall be entitled to deduct any damages from the repayable amount arising out of the cancellation, including, but not limited to the costs of the restoration of the original conditions necessitated by the breach committed by the Contracting Parties.
14. Mü-Gu Kft. shall retain the title to the material subject to metal trading license until the entire purchase price is paid by the Contracting Parties, along with any incidental costs, if applicable.

V. WARRANTY FOR DEFECTS

1. In case of faulty performance, the provisions of the Civil Code shall be applied by the Parties with the following supplements.
2. The Contracting Parties shall warrant for the quality and metal content, set forth in the Description of materials, of the material subject to metal trading license being the subject matter of the Contract.
3. In case of faulty performance by the Contracting Parties, Mü-Gu Kft. shall be entitled to primarily claim for correction. Corrections, with respect to the features of the subject matter of the services and the type of the deficiency, shall be carried out in due time, without causing any significant inconvenience to Mü-Gu Kft.
4. If corrections are impossible due to the nature of the defect, or the Contracting Parties fail to correct the defect, and in that case, Mü-Gu Kft. also fails to correct the defect itself or fails to have it corrected by a third party, price reduction may take place.
5. Mü-Gu Kft. shall communicate warranty claims – the defect, deficiency that occurred – to the Contracting Parties within due time, otherwise Mü-Gu Kft. shall be liable for any and all damages arising in connection with and out of such delay.
6. The Contracting Parties warrant that the materials subject to metal trading license, being the subject matter of the Contract, do not contain explosives, closed containers, any



substances harmful to human health and the environment, furthermore, substances with radioactivity above the health limit value. In that case, the Contracting Parties shall be liable for any related claims for damages, and they shall accept the return of the materials subject to metal trading license.

7. The Contracting Parties agree that when any kind of material subject to these GTC is delivered to Mü-Gu Kft., either at an external site or at the site of Mü-Gu Kft., the delivering party shall make a statement by signing a dedicated declaration through his representative, to the effect that the material delivered by it does not contain any explosive/potentially explosive material, component or accessory and it is suitable for processing without any further control of explosion hazards.
The delivering party shall assume any and all liability if they have delivered explosive/potentially explosive materials to Mü-Gu Kft. despite the provisions of these GTC and the content of the declaration of the delivering party specified in Section 7. The delivering party assumes liability for any potential (full) damages caused to Mü-Gu Kft. and third parties that arise in connection with and out of the explosion of materials provided by them.
8. The deadlines for exercising warranty rights shall be governed by the provisions of the Civil Code.

VI. TITLE WARRANTY

1. The Contracting Parties shall warrant that Mü-Gu Kft. can acquire the title of ownership without any limitations (title warranty). They represent that no third parties have any rights to the title to the material subject to metal trading license, being the subject matter of the Contract, that would hinder or render impossible the acquisition of title by Mü-Gu Kft. The party entering into a contract with MÜ-GU Kft. warrants that the Metal waste is free of liens, claims and encumbrances. The party entering into a contract with MÜ-GU Kft. represents and warrants that, upon the conclusion of this contract, there is no such contract in effect with regard to the Metal waste that would hinder or render impossible the possession by the party entering into a contract with MÜ-GU Kft.

In addition, the party entering into a contract with MÜ-GU Kft. warrants that they have not concluded contracts or pre-contracts with third parties regarding the transfer of title to the Metal waste, they did not receive advance payment or earnest money in respect of the Metal waste, or if they did, they have already repaid that amount and they did not promise the transfer of title to the Metal waste to third parties and they did not give the same for possession or ownership to third parties.



2. The Parties declare under the penalty of perjury, that they perform their metal trading activities pursuant to Act CXLV of 2013 on the Fight against Abuses related to the Collection and Sale of Certain Metals and that they hold metal trading licences. If the Contracting Parties do not hold the official licenses – or such licenses are not genuine – or if they fail to certify beyond all reasonable doubts that they hold the title to the materials subject to metal trading license, the Contract shall not be concluded pursuant to Section 215 of the Civil Code, the Parties, however, shall settle accounts with each other.
3. The Parties represent that they have full legal capacity, they are legally competent and they are authorized to conclude contracts and such rights are not limited. The Parties (in case of legal entities) warrant that they have a registered seat in Hungary and they are business associations with legal personality, and the managing directors proceeding on their behalf during the conclusion this contract are their representatives authorised to individually sign for the company, who have received authorisation for the conclusion of the contract from the supreme governing body of the company.
4. The Parties warrant that they are solvent and not subject to bankruptcy proceedings, winding-up proceedings or liquidation.
5. If any material subject to metal trading license cannot be assigned to the green list pursuant to Regulation 259/93 of the European Union, the Contracting Parties shall report that.

VII. PAYMENT OF THE PURCHASE PRICE, LATE PAYMENT

1. The obligated Party shall pay the purchase price set forth in the Contract to the entitled Party in compliance with the method and schedule stipulated therein.
2. The purchase price is considered to be paid entirely when the due portion of the purchase price (entire purchase price) is credited on the entitled Party's bank account specified in the contract. In case of late payment, the obligated Party shall pay late payment fee which obligation shall apply even if its late payment is excused. The annual rate of the late payment fee is 12%. In the case of a late payment, the interest shall be calculated from the date of the failure to pay or deliver the goods.
3. In case of a delay, the obligated Party will be requested in writing by the entitled Party to perform properly. If the obligated Party's delay exceeds 30 calendar days, the entitled Party shall be entitled to cancel the Contract without having to prove the lapse of interest, due to the breach of contract by the obligated Party. The entitled Party may exercise its right of cancellation by giving a unilateral, written declaration to the obligated Party.

No. of metal trd. lic.: FE00031800001
KTJ: 100673088
KÜJ: 100188950

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ISO 14001:2004
ISO 9001:2008



4. The Parties declare that any delay of the obligated Party arising from any payment obligation under the Contract shall exclude the delay of the entitled Party. The entitled Party shall be in delay only from the date when the obligated Party fully complied with its payment obligation.
5. The Parties expressly exclude the deduction of any claims of the obligated Party towards the entitled Party from the obligated Party's payment obligation under the Contract.

VIII. AMENDMENT AND MODIFICATION OF THE CONTRACT

1. The Contract may only be modified by the Parties upon mutual consent and agreement, unless otherwise stipulated by the Contract or the GTC. Modification may only take place if the provisions of relevant legislations and the contract regarding making statements and representations are observed.
2. By way of derogation from the provisions of Section IX. 1., the Contract may be modified by legislations or any obligatory official ruling to which the Parties are subject. In that case, that Party, whose material legitimate interests are violated by the modification of the Contract's content may request the court to modify the Contract or, in duly justified cases, it may cancel the Contract.
3. The failure to make a statement shall not be considered as a consent, unless otherwise provided by law or agreed by the Parties.
4. If Mü-Gu Kft. modifies these GTC, that shall not affect Contracts that have already been concluded, unless otherwise agreed by the Parties. Mü-Gu Kft. notifies the Contracting Parties about any changes to the GTC by highlighting those in bold in the text of the GTC.
5. During the term of the Contract, upon the explicit consent of Mü-Gu Kft., the Contracting Parties are entitled to replace themselves with a third party (hereinafter referred to as: New Contracting Parties) who undertakes to continue the Contract. The original Contract shall be modified upon the entry of the New Contracting Parties, the New Contracting Parties shall replace the Contracting Parties by undertaking to purchase the materials subject to metal trading license with the specified terms and conditions. Such modification may be carried out only in the contractual format used by Mü-Gu Kft. for this purpose.
6. Mü-Gu Kft. may refuse its consent, especially if the New Contracting Parties are insolvent, if they are not willing to undertake the terms and conditions laid down in the Contract or the GTC, if they cannot perform the Contract or if the interests of Mü-Gu Kft. are violated by the entry of the New Contracting Parties.



7. If the Contracting Parties are legal entities or entities without a legal personality of any of the member states of the European Union, or registered in any of the member states of the European Union, or in any of the states that are party to the Agreement on the European Economic Area, or in any other state subject to the same treatment pursuant to an international agreement, they may acquire title to materials subject to a metal trading license without a metal trading license, if their registered seat is located in one of the aforementioned states. In order to acquire the title to material subject to metal trading license without holding a metal trading license, the Contracting Party shall make a statement in a document providing conclusive evidence or in an official document that they hold a metal trading license granted by the authorities of that state in which they have their registered seat.

IX. TERMINATION AND CANCELLATION OF THE CONTRACT

1. According to the Contract, the Parties may agree on paying earnest money. In that case, the provisions of Sections IX. 2-4 may be applied.
2. In accordance with the legal definition of the earnest money, about which the Parties have been informed prior to the conclusion of the contract, it serves as a sanction for culpable non-performance. Accordingly, if the Contract fails for reasons attributable to the party who pays the earnest money (i.e. the Party who is obligated to pay), that Party loses the earnest money, however, if the non-performance is attributable to the party, who receives the earnest money (i.e. the Party who is obligated to perform), that Party shall repay double the earnest money. In case of proper performance, the earnest money shall be considered to be a part of the purchase price.
3. Instead of applying the aforementioned legal consequences, the entitled Party may decide to enforce the performance of the Contract: paying double the earnest money or letting it to be forfeited do not automatically mean the termination of the Contract.
4. In case of failure to conclude the contract, damages exceeding the amount of the earnest money may be enforced as a separate claim, after certifying the amount thereof.
5. If the Parties do not agree on paying earnest money under the Contract, but any of the Parties cancel the Contract with reference to a breach of contract committed by the other Party, the Party responsible for the failure of the Contract shall pay liquidated damages for default in the amount of 15% of the purchase price upon the notification of the other Party, within 8 days.
6. The Contract may be terminated upon the mutual agreement of the Parties; in such cases the legal relationship shall be terminated retroactively as of the day of the conclusion



thereof. In that case, the original state shall be restored, meaning that the Parties shall settle accounts with each other and any services already rendered shall be refunded.

7. The Parties agree that any of them may terminate the Contract at any time upon 30 days' written notice, without specifying a reason, by closing any and all legal transactions and by settling accounts.
8. The contracting party concluding a contract with MÜ-GU Kft. may terminate the contract immediately via a written, unilateral statement sent to the other party, if MÜ-GU Kft. commits a material breach of the contract, especially if they do not take over the goods, or if they fail to comply with the payment deadline set forth in the invoice and if they fail to perform their obligations by the repeated deadline set forth by the contracting party concluding a contract with MÜ-GU Kft.
9. MÜ-GU Kft. shall be entitled to terminate the contract immediately via a written, unilateral statement sent to the other party, if the other party commits a material breach of the contract, especially if they delay with the fulfilment of the order without reasonable justification, and in case of a repeated deadline, they delay for more than 5 calendar days following the expiration of such repeated deadline. The Parties agree that if any of the parties is prevented from proper performance by acts of God (force majeure) that are beyond the given party's control, that could not be foreseen and cannot be eliminated by that party, the contracting party referring to such circumstances shall be released from the legal consequences of breaching the contract, as long as the force majeure event actually prevents the performance of the contract. The party referring to a force majeure event shall notify the other party immediately, in writing. If the force majeure event occurs for more than 5 days following its occurrence, the other party may, in its sole discretion, cancel the contract without legal consequences.
10. The Parties agree that if MÜ-GU Kft. becomes a subject to bankruptcy proceedings, winding-up proceedings or liquidation during the term of the contract, MÜ-GU Kft. shall notify its contracting party immediately. If MÜ-GU Kft. is in an economic position that justifies the abovementioned proceedings, the contracting party of MÜ-GU Kft. shall be entitled to immediately cancel the contract after it becomes aware of these proceeding(s) while closing any ongoing transactions and settling accounts.

X. OCCUPATIONAL SAFETY CLAUSE OF THE CONTRACT

The Parties agree that the following occupational safety clause shall be applied jointly during the performance of the contract.



1. By virtue of Paragraph (2) Section 40 of Act XCIII of 1993 on Occupational Safety, the Party shall coordinate work at the work area (with work tools) specified in the Contract so as to avoid exposing the employee(s) and other personnel (stranger(s)) in the immediate work area to any danger.
2. If two or more Parties perform work simultaneously at the same work area, the concerned Parties shall have discussions with one another continuously in order to ensure safe working conditions that do not pose any threat to the human health; namely, they shall discuss the followings:
 - the method and place of purchasing materials and withdrawing energy,
 - the method and order of the transfer of work areas between the Parties,
 - the arrangement and suitability of protection against electric shock,
 - the method of potentially transferring work tools for use,
 - the suitability of routes used for transport and material handling, the protection against falling into or off of structures,
 - the proper method of performing works with fire hazard.
3. MÜ-GU Kft. holds coordination meetings at appropriate intervals in order to ensure continuous discussions, where the Parties shall discuss disputed topics and shall agree on the followings, among others:
 - the method and times of checking occupational safety,
 - the occupational safety training of employees,
 - protocols to be followed in case of work accidents, extraordinary events,
 - the protection of personnel being in the work area,
 - the method of using personal safety equipment,
 - the method of providing first aid assistance,
 - hazardous equipment used jointly,
 - fire protection equipment to be provided at the work area.
4. If the Party is a sole proprietor who does not employ other and perform its work solely by itself in accordance with Point 8 Section 87 of Act XCIII of 1993 on Occupational Safety, it is only obliged to comply with the provisions laid down in Paragraph (2) Section 9, namely:
 - At workplaces where there is a potential danger of employee falling into or off of structures, or the employees and other personnel in the work area are at a risk from falling objects, protection shall be provided by fencing, covering or any other appropriate way. The formation, placement and fastening of stages used at workplaces (scaffolding, platforms, service lanes) shall be sufficient for the nature of work to be performed and the expected burden, shall allow for safe performance



- of the work, shall have adequate room for the storage of necessary materials and equipment, and shall allow safe movement and ascent and descent.
- Noise emission and vibration, dust and chemicals, as well as radiation and lower or higher atmospheric pressure may not result in injury to employees and other personnel in the work area, and may not endanger the safety of the performance of the work.
 - Work procedures, technological processes, work equipment and materials shall be selected so as to prevent any imminent hazard to the health and safety of employees and to other personnel in the area of the performance of the work. At workplaces where the employees of several different employers are employed simultaneously, work shall be coordinated so as to avoid exposing the employees and other personnel in the immediate work area to any danger. Coordination shall be the responsibility of the employer designated by the parties in the contract, or if there is no such person or body, the party shall be responsible on whose property the work is performed.
 - In respect of work procedures where employees may be exposed to safety hazards, effective protection shall be provided by the application of closed technologies, or if this is not possible, by the application, or joint application, if necessary, of collective technical protection, organisational measures, personal safety equipment. The provision of the previous Section shall be duly applied to other personnel in the work area as well.
 - An emergency rescue plan shall be prepared for the occurrence of irregular circumstances, when the safety rules pertaining to regular operations cannot be enforced, such plan shall take into account the nature, location and size of the workplace, the effects of hazard sources, and other personnel in the work area. Personnel responsible for such rescue operations shall be designated. The relevant legislation may prescribe mandatory provisions in connection with the above.
 - All employees involved shall be instructed regarding the section of the rescue plan pertaining to their workplace.
5. If the party concluding a contract with Mü-Gu Kft. enters the site of Mü-Gu Kft., it shall comply with the valid rules regarding behaviour (“Site Policy”), and shall consider such rules as binding. The Site Policy is displayed in the waiting room available for customers at the registered seat of Mü-Gu Kft. and it is also available electronically at the website of Mü-Gu Kft: <https://mugu.hu>.

XI. CONFIDENTIALITY



1. The Parties agree that they shall keep confidential any and all confidential information they have become aware of in connection with the contract and they assume a mutual and unlimited obligation to keep such information confidential. Any and all data, facts and information shall be considered as confidential information that have been disclosed with the parties in connection with the contract, thus, especially the origins and price of the Metal Waste, etc.
2. The Parties agree that they use any and all data, facts and information that have been disclosed with the parties in connection with the contract only to the extent necessary for performing the contract and not to disclose such information with unauthorised third parties only if the other party granted its prior written consent. The Parties mutually acknowledge that their confidentiality obligation shall survive for an unlimited time following the termination of the contract.
3. The Parties declare that if MÜ-GU Kft. complies with statutory requirements, with particular regard to the obligation to provide data and make reports to the competent authority under the Metal Act and the Implementation Decree, that shall not be considered as a breach of confidentiality committed by MÜ-GU Kft.

XII. COOPERATION

1. The Parties agree that any and all notifications and communication (hereinafter referred to as: **Notification**) shall be sent in writing, even if the provisions of the Contract do not expressly require written form.
2. Notifications may be sent via the following methods: personal delivery in a manner that certifies the receipt thereof, registered mail with return receipt sent to the contact persons listed above, to the e-mail address and/or fax number of the representatives of the contracting Parties indicated in this Contract.
3. MÜ-GU Kft. shall not be held liable in any way for such damages suffered by parties concluding a contract with MÜ-GU Kft. that arise, in the case of Notifications communicated by facsimile or email, in connection with or out of the insufficient quality of the message.
4. MÜ-GU Kft. shall not be required to further inspect the validity of notifications communicated by facsimile or email if, in good faith, it has a reason to believe that such notifications have been sent by the employees of the supplier. MÜ-GU Kft. shall not assume liability, with the exception of damages caused intentionally and by gross negligence, for any damages arising from falsification of notifications sent by facsimile and the falsification of signatures of the authorised persons, or from any other abuse arising from this method of message transmission.



XIII. DISPUTES

1. The Parties agree that if they are unable to settle any disputes arising between them, by way of amicable negotiations, within 30 days following the initiation of negotiations, the parties shall have the right bring the matter to court. The Contracting Parties agree that the Local Court of Tatabánya and the Superior Court of Tatabánya shall have exclusive jurisdiction, depending on their competence, with regard to the settlement of disputes.
2. Should any provision or requirement of this agreement become invalid, it shall not affect the remaining provisions of the agreement. The Parties agree that if it is possible to remedy the cause of invalidity as a result of future changes of law, they shall exercise their best efforts in order to keep the given part of the contract valid and effective.

XIV. FINAL PROVISIONS

1. The Parties shall mutually cooperate during the entire term of the legal relationship existing between them, in accordance with the requirements of good faith and fairness. This obligation shall particularly apply to the immediate submission of statements promoting one another's services, facilitating performance, and necessary therefor, which may or may not be required by statute or by the authorities.
2. Unless otherwise provided by the Contract or the GTC, the Parties shall make their statements related to the Contract in writing. Written statements shall be considered to have been made validly and effectively, if they are sent to the other Party's address specified in the Contract via registered mail. Mails shall be deemed to have been given on the 5th business day following the second delivery attempt. In the event of multiple Contracting Parties, Mü-Gu Kft. considers mails or other notifications sent to the address of one of the Contracting Parties as having been received by all of the Contracting Parties.
3. Should the Contracting Parties take out a loan from a financial institution or should they receive other kind of support for the payment of the purchase price, the Contracting Parties declare that, prior to the conclusion of the Contract, they obtained proper information about the conditions of the disbursement relating to the loan, and they verified that they fully comply with the requirements, regulations and other conditions set forth by law and the financial institution. Taking care of the administration tasks relating to receiving the loan or the support, certifying eligibility, fulfilling the conditions of disbursement, paying bank costs, etc. shall be the liability and duty of the Contracting Parties. The Contracting Parties shall acknowledge that they shall be liable for damages arising out of or in connection with breaching the above obligations and they acknowledge that Mü-Gu Kft. shall not be held liable in that regard.



4. Unless otherwise provided by law, the Contract or these GTC, deadlines specified in days shall mean calendar days. If the last day of the deadline is a holiday, the deadline shall expire on the next business day.
5. Mü-Gu Kft. represents to record and process the data of the Contracting Parties that were disclosed with Mü-Gu Kft. as a result of concluding the contract in full compliance with the statutory rules regarding data protection and data processing.
6. These GTC shall be in effect for an indefinite term as of the date indicated below.
7. These GTC are published electronically at the website of Mü-Gu Kft. whose accessibility is continuously ensured by Mü-Gu Kft.

By signing this Contract, the Contracting Parties acknowledge that, prior to the conclusion thereof, they received a copy of the GTC, read it through, upon request, its provisions were explained by the personnel of Mü-Gu Kft. and they understood the provisions thereof. Furthermore, the Contracting Parties declare that they acknowledged when provisions, significantly differing from the usual contractual practices and permissive statutory provisions, had been pointed out.

Dated in **Budapest**, 26th day of September 2018