

TBG TISZA BETON Kft.

General Terms and Conditions

Seller agrees to sell concrete subject to the following terms and conditions. These terms and conditions apply to the first and all subsequent contractual transactions, even if Seller does not refer thereto during such subsequent contracts/sales provided that Buyer remains the same. If Buyer's contract conditions are contrary to these sales conditions, they are not included in the contract, unless it is agreed in a separate agreement. The following provisions also apply to the sale of ancillary substances and services related to concrete.

1. Establishing and amending the Contract, orders

- 1.1. The Contract is established by signing by both parties.
- 1.2. Upon the conclusion of the Contract, all letter exchanges and agreements between the parties concerning the subject of the Contract become null and void and customs or practices established by the parties in their previous business relationship do not become parts of the contract automatically. Similarly, practices well known and applied in the concrete business do not become parts of the contract automatically.
- 1.3. Buyer may withdraw from the contract up to the commencement of performance. After the first delivery, Seller may terminate the contract, but must compensate Buyer for all damage caused. The Parties may amend or terminate the contract by mutual consent at any time.
- 1.4. TBG TISZA BETON Kft. makes offers by publishing its current list of prices, or in the form of individual offers sent to Buyer by mail or fax. Unless otherwise provided in a separate written agreement, individual offers are binding for 30 days after the offer has been made. After the expiry of this period, Seller is entitled to unilaterally correct individual price offers that takes effect by sending the new offer to the party requesting the offer. Seller is entitled to amend its list prices unilaterally at any time by publishing new prices. The unilateral amendment of offer prices and list prices by TBG TISZA BETON Kft. does not affect the prices of already accepted orders and already concluded contracts. In the absence of a separate written contract between the Parties, Buyer sends written orders (by mail, fax or electronic means) to Seller on the basis of the individual offer or the published list price and by signing the offer he expressly accepts these General Terms and Conditions. The contract is established by Seller confirming Buyer's order in writing.
- 1.5. The Parties agree that -based on Seller's unilateral offer to amend prices sent to Buyer in prior notice- Buyer accepts the offer by implied conduct, if Buyer orders additional product(s) or pays the amended fees invoiced by Seller after providing due notice to Buyer.
- 1.6. The Parties are required to incorporate into writing all initiatives to amend the contract (change of technical content, request for modifying deadline, etc.). Contract amendments are only valid and effective in writing.
- 1.7. In the event of material breach of contract, if the breaching party fails to eliminate the situation that infringes the contract despite the relevant written notice of the other party, the other party shall have the right to terminate the contract with immediate effect in

writing, by simultaneously specifying the reason for terminating the contract. Material breach of contract by Buyer, in particular, means infringing the obligation to pay for or accept the product, and by Seller, failure of performance that is attributable to Seller.

- 1.8. Seller is entitled to terminate the contract with immediate effect, if Buyer becomes insolvent, initiates voluntary bankruptcy proceeding, its liquidation has been ordered, or is clearly unable to meet his contractual obligations. In this case, Seller may claim consideration for the product sold in compliance with the contract. If a breach of contract has also been committed by Buyer, Seller -simultaneously with account settlement- will assert its rights that stem from the breach of contract.
- 1.9. Orders for a specific day must be submitted by Buyer by observing the contract provisions. Buyer is entitled to reject orders submitted after 10 am on the business day that precedes the day of delivery, or orders that were submitted in accordance with the contract but were amended subsequently, or accept them by disclaiming any liability for delivery delay.
- 1.10. Daily orders can be submitted by Buyer's designated representatives, in writing, by 10 am on the business day that precedes the requested day of delivery. Buyer must submit orders over 100 m³ for a specific day in writing, not later than by 12 am on the 2nd business day prior the day of delivery. Orders submitted subsequently may be refused by Seller without any legal consequences. Seller makes preliminary records of orders received in accordance with the contract and then sends final confirmation to Buyer by 3 pm on the business day that precedes the day of delivery, taking into account its production and supply capacities. Seller only considers the final confirmation proof of the delivery obligation undertaken by Seller.
- 1.11. The order must include:
The following data of the product to be purchased, as specified in the concrete standard in force:
 - exact name,
 - specific parameters,
 - quality category,
 - exact quantity and the delivery schedule on the requested day,
 - the delivery deadline requested by Buyer,
 - the exact place of delivery,
 - information on whether Buyer receives the product at Seller's place of business or requires that Seller deliver the product to a specific site.

If in the order Buyer only communicates the compression strength category, the largest particle size of the additive and the consistency of the concrete mixture (e.g. does not specify the environmental category), then Seller only assumes warranty for the above parameters.

2. Subject matter of the contract

- 2.1. On the basis of the contract, Seller sells Buyer the product in the quantity, quality and presentation specified therein subject to the conditions defined in the contract.
- 2.2. Seller warrants that the quality of the product conforms to the Hungarian Standards applicable to the product in question and issues a Performance Declaration relevant to its own products.

3. Prices and payment terms

- 3.1. The parties determine the prices and the payment method in the annex of the contract.
- 3.2. Seller issues a consolidated invoice on the value of the products /the purchase price/ when specific orders are fulfilled, or once a week if a contract is signed.
- 3.3. In the event of payment delays:

Seller may withhold further performance of the contract until Buyer meets its payment obligation in full by setting a reasonable deadline for performance, and if this deadline passes without any results, Seller may terminate the contract with immediate effect. Similarly, Seller is entitled to withhold deliveries by setting a reasonable deadline, if the credit line established by Seller has been exhausted until Buyer's debt drops below the credit line or Buyer provides other guarantee.

Seller may terminate the contract with immediate effect, if it obtains credible evidence that Buyer or its creditor has requested bankruptcy protection, liquidation proceeding has been initiated against Buyer, or if Buyer's financial situation or solvency has become uncertain and Buyer fails to provide adequate guarantee at Seller's request.
- 3.4. Buyer acknowledges that in the event of payment delays Seller will charge default interest by applying the default interest rate of the central bank in force on the first day of the calendar half-year affected by the delay plus 8 percentage points, from the first day of the delay until the day of payment. Default interest is payable based on total amount paid late, regardless of the title or titles of the debt. If the amount in default is repaid in instalments –provided that it does not cover the entire debt- it shall first be used to pay any additional costs caused by the delay, then to repay default interest and finally to repay the principal amount.
- 3.5. Seller reserves title to the product released by TBG TISZA BETON Kft. until the purchase price is paid in full (including default interest and other expenses). In the event of a payment delay in excess of 21 days or if bankruptcy, liquidation or winding-up procedure is initiated against Buyer, Seller shall have the right to rescind the contract without proving loss of interest and remove from Buyer and sell the product in its ownership. By accepting this contract, Buyer authorizes TBG TISZA BETON Kft. to enter Buyer's work site, place of business / registered office without any obstruction in order to reclaim the product. Additional costs stemming from the transport of product, making the sold product suitable for resale, as well as the expenses of resale shall be borne by Buyer.
- 3.6. Seller does not repurchase any products without defect that were delivered at Buyer's order. Buyer agrees to provide notice to Seller's representative of any invoice complaints related to the content or form of the invoice issued (in particular, typos, calculation errors, inaccurate addressing, etc.) within 5 business days of the date of issuing the invoice (hereinafter as: invoice complaint deadline) by short notice, in writing, by registered mail specifying the cause of the invoice complaint. The Parties agree that the 5-calendar-day period is fair and sufficient time for thoroughly reviewing the invoice and communicating any invoice complaints. Following the invoice complaint deadline, Buyer may not rely on any content-based or formal errors of the invoice in lawsuits or liquidation proceedings. After the passing of the invoice complaint deadline, the invoice shall be considered validly accepted. Seller's representative will promptly examine the invoice complaint, and if it is justified, arrange for the correction of the invoice without any delay. The invoice complaint does not affect the due date of the invoice, provided that in case of a justified invoice complaint, Seller sends the corrective invoice to Buyer prior to the due date of the invoice. If the corrective invoice only arrives to Buyer after the original due date, the new due date is the th8 day following the issue of the corrective invoice.

4. Transport and receipt

- 4.1. If the product is transported by Buyer, delivery is made in the concrete factory, otherwise at the site agreed upon by the parties, and if it is amended subsequently at Buyer's request -in compliance with the provisions of sections 1.9 and 1.10- all additional costs resulting therefrom shall be borne by Buyer.
- 4.2. Failure to meet the accepted delivery deadline entitles Buyer to withdraw from the contract, if Seller has not made use of the reasonable extended deadline granted to Seller. This provision is only effective, if the parties precisely states the delivery deadline /day, hour, minute/ in the contract or other written documents.
- 4.3. If, for reasons beyond Seller's control, performance of the undertaken obligation becomes disproportionately more difficult, Seller will become entitled to postpone the time of deliveries/partial deliveries by the time of the obstruction. Where these circumstances render deliveries/partial deliveries impossible, Seller will become entitled to partially or completely withdraw from the contract without any legal consequences. Such external reasons include: interference by authorities, production malfunctions, strikes, and other work disruptions due to political and economic reasons, scarcity of adequate raw materials and other commodities, delivery delays and other events due to traffic problems that occur at Seller, its agents or at other plants or suppliers that the continuity of its production depends on. Seller, however, cannot rely on these circumstances if they were foreseeable for and preventable by Seller.
- 4.4. Buyer is responsible for providing incorrect and/or incomplete data when making orders or calling down product, as well as for the consequences of the data transmission errors that occur during the above.
- 4.5. Concrete transport vehicles must be able to approach and leave the place of delivery accepted by the parties without causing any danger. This requires sufficiently reinforced access roads that can be used by heavy trucks without obstruction, which is the responsibility of Buyer. If the above condition is not met, Buyer shall be liable for any damage resulting therefrom regardless of fault. Vehicles must be emptied immediately (1 m³ in less than 5 minutes) and without jeopardizing the vehicle. Buyer is responsible for denied, late, postponed or otherwise inadequate acceptance, and shall fulfil its obligation to pay the purchase price in full, unless such refusal or delay is caused by reasons attributable to Seller. In the event that Seller's representative arriving to the site (driver or other representative) finds that the construction site is not accessible, or that the delivery of concrete cannot begin safely / by guaranteeing asset security, he/she is entitled to document this fact (photo, video) and enter it onto the bill of lading. After this, TGB TISZA BETON Kft.'s representative will be entitled to demand that Buyer's representatives bring the construction site into an adequate condition, and if this does not occur within 1 hour, the Carrier shall be entitled to return the concrete mixture in question and invoice it on the basis of the price list (including downtime).
- 4.6. The person signing the bill of lading is considered authorized to receive the concrete/mortar and to verify receipt. Receipt must be effectuated with legible signature and stamp mark. The persons present on the construction site claiming to represent Buyer are considered persons authorized to receive the product. The person(s) appearing for the purpose of receiving the product are considered by Seller person(s) authorized to receive the product and Seller is not obliged to check their authorization separately. The person(s) receiving the product shall be deemed person(s) acting on behalf of Buyer, and therefore all declarations or acts made or done by such person(s)

shall be deemed statements or acts of Buyer. Buyer acknowledges that he will not be entitled to claim -by relying on the person of the receiver- that the delivered concrete has not been received on his behalf or according to his instructions.

- 4.7. The risk of the accidental destruction of the concrete or that of the concrete becoming unusable is transferred to Buyer upon the receipt of the product in the concrete factory or, in case of transport by foreign vehicle, upon loading the vehicle. In the event of transport by Seller's vehicle, the risk of loss is transferred when the vehicle arrives to the place of delivery, but at the latest, when the vehicle leaves the public road to approach the accepted place of delivery.
- 4.8. Carrier's regular hours of operation: on weekdays from 7 am to 3:20 pm. If concrete is transported outside of the regular hours of operation, Seller may apply a surcharge based on its current price list.
- 4.9. Seller allows Buyer 1 hour to empty the vehicle, which is counted from the arrival of the carrier's vehicle, free of charge. If this process takes more than 1 hour through no fault of Seller (e.g. the condition of the work site, weather, etc.), then Seller shall be entitled to charge for the extra time, as downtime, based on its current published price list.
- 4.10. In case of transportation by mixer, if the mixer carries less than 5 m³ concrete, a freight charge applicable to 5 m³ will at least be invoiced by Seller that must be paid by Buyer.
- 4.11. Seller provides concrete pumps at Buyer's request that can be invoiced to Buyer based on the current price list, subject to the following conditions: in case of Pumix (mixer and concrete pump in one) 2 hours and in case of concrete pump minimum 3 hours must be billed, regardless of how much time they spend on the construction site. Seller is obligated to produce the machine in operable condition and a competent operator at the construction site by the time specified by Buyer on the order sheet. The machine operator performs the works to be implemented instructed by the persons representing Buyer who are present at the construction site. Should Buyer use any extension pipes, they will be invoiced by Seller on the basis of the price list. Pipes are installed under the direction of Seller's machine operator by Buyer's representatives. The time required for installation is included in the time that the machine spends at the work site. Buyer may not use his own piping or other extension or moving structures for transferring concrete to the concrete pump provided by Seller.
- 4.12. Buyer is required to ensure compliance with the safety requirements of the work site reserved for transport vehicles and the concrete pump (proper insulation and de-energization of power lines, adequate compaction of footer area, removal and cutting of dangerous trees and branches, towing of vehicles in the sweep of the machine, providing work safety and accident prevention devices to the workers involved in the work /except for the machine operator/).
- 4.13. After emptying the mixer and/or pumping the concrete, Buyer must provide washing opportunity for Seller's transport vehicles at the construction site. If this is not possible on the site, Seller washes its equipment at another place, the price of which is borne by Buyer based on the published price list.

5. Performance

- 5.1. Seller represents that the concrete specified in the price list has been manufactured, inspected and delivered in accordance with the applicable regulations in force. Other concrete types are covered by separate agreements. Seller's warranty is terminated if Buyer or other persons considered his representatives mix(es) the concrete with

additives, water, or the concrete or mortar of other sellers or carriers, or construction concrete or mortar, or other substances, or otherwise change(s) the concrete, and/or receive(s) the concrete with a delay reaching 2 hours.

- 5.2. In the event of delivering concrete of different quality than agreed upon and in case of quantity differences, complaints must be submitted to Seller. Complaints must be made in writing. Drivers, lab technicians and administrators are not authorized to receive complaints.

Buyer shall inspect the received material simultaneously with receiving and report any quantity or quality complaints in writing to Seller's representative without any delay. Buyer shall document his complaint regarding the quantity of the delivered concrete in the comment field of the bill of landing, otherwise he will not be entitled to bring quantity claims later. If Buyer detects any defects in the built-in concrete, it must notify Carrier in writing within 3 business days of delivery. Buyer shall not be entitled to bring quality complaints after 40 calendar days from the day of delivery. If Buyer claims quality defects, the concrete/gravel must be left untouched for the ex-port inspection carried out by Seller. Test cubes can only be considered evidence of quality if they are produced or handled by Seller's appointed agent.

- 5.3. Seller warns Buyer that the delivered concrete must be laid professionally (e.g. vibration) and treated subsequently (e.g. thermal protection, keeping the concrete moist). Seller undertakes no liability for quality deterioration or losses that are caused by failing to meet the above condition or by laying the concrete unprofessionally.
- 5.4. If concrete is produced according to the composition determined by Buyer or his representative, the concrete factory shall warn Buyer if in its opinion the concrete produced this way is unsuitable for the given purpose. If Buyer or his representative does not modify or revoke the recipe, the concrete is manufactured by the concrete factory at Buyer's risk. If additives or adjuvants are used that are supplied by Buyer or his representative -directly or at his instruction- the concrete factory only accepts and uses substances with appropriate certification and approval for use, that are provided in original factory packaging.
- 5.5. If Buyer stipulates the production of concrete whose composition has been defined by Buyer, then Seller shall only be responsible for compiling the mixture from the components specified in the recipe provided, and does not issue a performance declaration.

6. Liability for damages

- 6.1. Claims shall not be brought by Buyer for damages against Seller or its performance and implementation agents, unless they are based on causing damage intentionally or by gross negligence and can be proved by Buyer by credible evidence.
- 6.2. Claims for damages in case of death, bodily injury or health impairment and/or damage caused to assets in predominantly private use are not excluded, as the result of no-fault liability imposed by the Product Liability Act.
- 6.3. Moving concrete or gravel on the construction site, the moving equipment and/or any hiring-out of moving equipment (including concrete pumps and mixers) are not subject to this contract and thus events related to the above may not serve as grounds for bringing claims for damages.

7. Confidentiality

The Contracting Parties state that they shall not disclose to third parties or use for purposes other than for the performance of this contract any business secrets they acquired in any fashion in connection with the conclusion and performance of this contract concerning the other party and its activities.

8. Change of data, notices

The Contracting Parties undertake to notify each other of any change to their data recorded in the company registry, in particular, their registered office, representatives, bank account number or the data of their representatives as soon as possible after the change in question.

All statements and notices sent by either party to the other must be made in writing, in Hungarian and must be sent in the most appropriate manner, that is

- by personal delivery,
 - by registered mail, at least,
 - by fax
 - or via e-mail
- to the other party.

The parties agree that neither party may claim that any fax messages or e-mails sent by the party, or from its fax machine or e-mail account have been sent by unauthorized persons. Statements / messages are deemed served:

- in the case of delivery by courier: upon delivery or personal receipt;
- if sent by mail with acknowledgment of receipt: at the time indicated in the acknowledgment of receipt; in case of registered letter, or if the acknowledgment of receipt indicates that delivery has been unsuccessful: on the 5th (fifth) business following dispatch by postal service;
- if sent by fax: at the time specified in the fax transmission slip;
- if sent by e-mail: the sender must activate the "read" confirmation function of the e-mail, and thus when confirmation is returned to the sender; or if this is not possible (for any reasons) the sender must at least activate the "confirmation of delivery of messages" function and then the e-mail is considered delivered at the time that is verified by this confirmation.

9. Miscellaneous provisions

Should any provisions of these general terms and conditions be or become invalid, this fact shall not affect the validity of the remaining provisions. In this case, the Contracting Parties are obliged to sign a supplementary agreement that suits their economic objective.

The Parties shall make all statements pertinent to the contract in writing. Registered letters sent to the address of the other party provided in the contract and written messages (fax, e-mail) sent to other contact points of the other party provided in the contract shall be considered written statements.

The Contracting Parties provide that the content of their contractual relationship shall be determined solely by the sale and purchase contract and its written annexes. They expressly and mutually exclude the application of Section 6:63 (5) of Act V of 2013.

By accepting these terms of supply, Buyer or his representative declares that Buyer is not under bankruptcy, liquidation or winding-up proceedings and according to his knowledge no such proceedings have been initiated.

Buyer verifies the perusal and acceptance of these terms and conditions by signing the contract and Seller declares that the above does not include any provisions that deviate from the law or trade practices.

Valid: from 10 April, 2018 until revocation.

TBG TISZA BETON Kft.

