



**OAM**  
Ózdi Acélművek

**General Terms and Conditions of Sales  
(GTC)**  
**Effective from 25 May 2018**

**I. General Provisions**

The present General Terms and Condition (hereinafter: "**GTC**") shall apply to all offers of ÓAM Ózdi Acélművek Kft. (hereinafter: „**Seller**“) for sale, purchase and transport, and other legal declarations, as well as the contracts concluded with its buyers (hereinafter: „**Buyer**“). (The Seller and the Buyer are hereinafter collectively: „**Parties**“).

The present GTC shall also apply if the Seller and the Buyer conclude individual contracts with each other. If there is any discrepancy between the individual contract and the present GTC, the provisions of the specific contract shall prevail.

The parties expressly exclude the application of the Buyer's general terms and conditions to their legal relationship.

The present GTC and any amendments will be published on the Seller's website ([www.oamkft.hu](http://www.oamkft.hu)). Upon request, the Seller shall make available the GTC to its business partners in any other way.

**II. Order, Offer, Conclusion of Contract**

- 1.) The Sellers offers are non-binding and indicative.
- 2.) Sale and purchase contract between the Parties (hereinafter: "**Contract**") shall only be concluded when the parties agreed on all relevant issues (e.g. quantity, quality, specification, price, delivery and payment conditions, deadlines, collateral, etc.). The Contract shall be concluded on the basis of an individual contract, or by the Seller's confirmation of the Buyer's order in writing (letter, fax or e-mail in PDF format). The relevant provisions of the Civil Code shall otherwise apply to the conclusion of the contract.
- 3.) Acceptance of the offer in an incomplete form, or with any additional provision does not create a contract in the legal relationship between the Parties.
- 4.) After the conclusion of the Contract, any former interpretation, correspondence or other agreement between the parties relating to a Contract is void.
- 5.) Any correction, amendment or supplement to the Contract is only valid in writing.

**MAX AICHER**  
UNTERNEHMENSGRUPPE

Társaság neve / Name der Gesellschaft :  
ÓAM Ózdi Acélművek Kft., H-3600 Ózd, Max Aicher út 1.  
Cégbíróság / Firmengericht :  
Borsod-Abaúj-Zemplén Megyei Bíróság Miskolc  
ÓAM cégbejegyzés nyilvántartási száma /  
OAM Firmenregister-Nr.: 05-09-002456  
Adószám / Steuer-Nr.: 11065182-2-05, HU11065182

Bankszámlaszám / Bankkonto-Nr. :  
Raiffeisen Bank Rt.:  
12046102-00309396-00100003 HUF  
Raiffeisen Bank Rt.:  
12046102-00309396-00400004 EUR  
IBAN : HU29120461020030939600400004 EUR  
SWIFT : UBRTHUHB



### **III. Performance of the Contract**

- 1.) Unless otherwise agreed, the place of performance of the Contract shall be the Seller's registered office: 3600 Ózd, Max Aicher út 1. The Incoterms clauses issued in 2010 and effective as of 01 January 2011 shall apply to the Contract, with the provision that the Seller shall fulfill its obligations on the FCA basis. The Seller shall deliver the goods to the carrier indicated by the Buyer at its premises at 3600 Ózd, Max Aicher út 1. sz. The Seller shall be responsible for loading the goods. The Buyer shall ensure the means of transport, and shall bear the freight charges.
- 2.) The Seller shall be entitled to transport the goods in parts, or according to the schedule agreed by the Parties, provided that the Parties agree otherwise in the Contract. The Seller shall be entitled to preliminary or partial performance.
- 3.) Transport with +/- 10% quantity difference shall qualify as contractual performance.
- 4.) The Seller shall perform the Contract upon delivery to the carrier appointed by the Buyer. The carrier shall certify the taking delivery of the goods by his signature on the delivery note.
- 5.) If the Buyer so requires, the Seller shall notify the Buyer by electronic mail sent to one e-mail address specified by the Buyer that the goods have left the seat of the Seller.
- 6.) The Seller shall be entitled to refuse performance if:
  - a) the Buyer is in delay with the performance of any outstanding payment or other obligations towards the Seller; or
  - b) the Buyer fails to make the contract security available; or
  - c) the insurance company amends or withdraws the limit relating to the Buyer, or the security provider; or
  - d) the Buyer's VAT registration number is suspended or withdrawn; or
  - e) the Seller becomes aware of facts and data whereby it could reasonably expect that the Buyer is unable to fulfill the contractual obligations.
- 7.) Should the Buyer fail to receive the goods in time, the Seller shall call upon the Buyer in writing to take the goods over by setting a new deadline for delivery (hereinafter referred to as: Supplementary Deadline).
- 8.) Should the Supplementary Deadline also expire unsuccessfully, and the delay is more than 10 days of the expiry of the Supplementary Deadline, the Seller shall issue an invoice of the consideration for the goods and shall become entitled to penalty.
- 9.) The amount of penalty shall be 0.2% per day of the consideration for the goods not taken over, starting on the 11th day of the delay reckoned from the expiry of the Supplementary Deadline.



- 10.) If the Buyer fails to take over the goods within 30 days following the Supplementary Deadline, as of the 31st day the Seller shall be entitled at its own discretion:
- to withdraw from the contract and sell the goods to a third party. In this case, the Seller shall be entitled to enforce the difference between the purchase price recorded in the Contract and the actual purchase price as compensation against the Buyer; or,
  - to destroy the goods at the Buyer's cost (to make waste of it). In the light of the rules on mitigation of the damage, the Buyer shall settle the consideration for the goods even in this case; or
  - to store the goods in its own warehouses at the Buyer's expense and risk. The storage fee shall be EUR 7 per ton per month + VAT.
- d) The Seller shall notify the Buyer of its decision within 3 business days.
- 11.) The Buyer must pay the amount of penalty indicated in Clause 9 even in the case described above.

#### **IV. Complaint**

- After receipt of the goods, the Buyer is obliged to examine them without delay.
- The Buyer must notify the Seller about the visible defects of the goods (especially quantitative deficiency, surface defects, etc.) after receipt of the goods without delay, but not later than within 3 business days.
- The Seller must be informed of all other defects forthwith after the discovery, but at the latest within 30 days after receipt of the goods subject to the loss of rights.
- The Seller must be informed of defects or omissions in writing, and all supporting documents shall be attached to the claim.
- Claimed goods must be stored separately until the complaint is settled. The Buyer shall store such goods in a way that the possibility of review and inspection is ensured for the Seller and no (further) damage is caused to the goods. Claimed goods may be processed, used, sold, etc. only with the express consent of the Seller. The complaint shall not entitle the Buyer to retain the purchase price for the goods, or refuse to take over the rest of the goods and to pay the purchase price thereof.
- If the complaint is legitimate, the Seller shall, at his discretion, either have the defects revealed repaired in due time, or deliver new goods under the same conditions. In the case of the express agreement between the parties, it is possible to reduce the purchase price of the goods claimed.



## V. Prices

- 1.) In the case of any different provision in the Contract, the prices indicated by the Seller shall be construed FCA.
- 2.) The invoice shall be issued on the basis of the weight measured on the Seller's authentic public road scales, at the time of delivery to the carrier (in the case of rail transport, on the basis of the official weighing of MÁV (Hungarian State Railways) at the time of dispatch).
- 3.) The Buyer shall not be entitled to retain the purchase price on any legal ground, and to offset its towards the Seller existing claims against its debts.

## VI. Terms and conditions of invoicing

- 1.) If the Seller issues an advance payment order simultaneously with the conclusion of the Contract, the Seller shall issue an advance invoice to the Buyer following the financial settlement of the advance.
- 2.) The Seller shall be entitled to issue the invoice/or the final invoice in the case of advance payment to the Buyer on the business day following the performance.
- 3.) The Buyer agrees to report to the Seller any complaint relating to the contents or form of the invoice (in particular, mistyping or calculation error, incorrect addresses, etc.) within 15 days of the date of issue of the invoice (hereinafter referred to as: "Invoice Complaint Deadline") indicating the reason for invoice complaint. The Buyer acknowledges that he considers the Invoice Complaint Deadline reasonable and sufficient for the thorough examination of the invoice and the communication of any reason for invoice complaint. The Buyer acknowledges that he may not refer to any content and format errors of the invoice following the Invoice Complaint Deadline either in litigious or liquidation proceedings. After the expiry of the Invoice Complaint Deadline, the invoice shall be considered lawfully accepted. The Seller shall examine the invoice complaint forthwith and, if it is well-founded, the Seller shall take immediate measures for correcting the invoice. Any complaint related to the invoice shall not affect the due date provided that in case the invoice complaint is lawful, the Seller shall send the corrective invoice to the Buyer before the due date. In case the corrective invoice is only received by the Buyer after the original due date, the 8th day of the issue of the invoice shall be the new due date.

## VII. Payment of the purchase price

- 1.) Should the parties not provide otherwise, the invoice shall be due on the 30th day following performance by bank transfer.



- 2.) In the event of late payment, the Buyer must pay the Seller lump sum for collection and default interest in accordance with the Civil Code.
- 3.) The invoice is deemed to be paid on the date on which the amount is credited onto the Seller's bank account.
- 4.) Payment of the purchase price in a way other than indicated in the contract shall qualify as serious breach of the contract on the basis of which the Seller shall be entitled to withdraw from all contacts in force between the parties, and claim the appropriate payment security.
- 5.) In the case of any delay in payment, the Seller reserves the right to suspend the fulfillment of other obligations towards the Buyer until the full debt has been paid to it by the Buyer, or an adequate guarantee has been provided. If the payment delay exceeds 21 days, the Seller is entitled to withdraw from the contract. In this case, Section III.10 of the GTC shall apply.

## **VIII. Terms and conditions for release of the goods**

The Seller shall release the goods to the Buyer on the basis of a valid contract between the parties , in case the following conditions are jointly met:

- 1.) existence of the Contract;
- 2.) the Buyer provided adequate coverage to the Seller (e.g.: prepayment, bank guarantee, adequate insurance limit etc.);
- 3.) the Buyer has a valid VAT number at the time of release of the goods;
- 4.) the Buyer passed all information to the Seller, which are necessary for recording product sale in the Hungarian EKAER system (name of the means of transport, license plate number, address for taking over and unloading the goods, legal title of use of the place of unloading).

## **IX. Reservation of ownership, risk of damage**

- 1.) The Seller shall reserve the right of ownership of the goods as long as the Buyer has debt on any legal ground towards the Seller.
- 2.) If the goods are processed, transformed, or used, the Seller shall acquire ownership interest in respect of the new product (thing) to the same extent as the value of the goods is in proportion to the value of the new product.
- 3.) Any risk of damage for the goods shall pass to the Buyer when the Buyer or his representative received the goods at the Seller's premises. In the case of rail transport, the risk of damage shall pass to the Buyer by the delivery (dispatch) of the goods to the carrier.

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## X. Force majeure

- 1.) Force majeure shall mean any exceptional and unavoidable event, which is independent of the will of the Parties and prevents or significantly delays the fulfillment of the Contract, and the occurrence of which event is unpredictable and unavoidable at the time of conclusion of the contract. The following shall particularly qualify as force majeure: natural disaster, war, disease, general shortage of raw materials, energy shortages, strikes, breakdown for more than 24 hours, utility service interruption, etc.
- 2.) In case of force majeure, the party concerned shall immediately notify the other in writing.
- 3.) If the force majeure prevents fulfillment by the Seller, the Seller shall be entitled to unilaterally extend the delivery date or cancel the contract. In the case of withdrawal for such reason, the Seller shall not be liable.
- 4.) If the Seller is unable to deliver the goods in a timely manner, the Buyer is entitled to terminate the Contract. At this point, appropriate time shall mean three months after the end of the force majeure.

## XI. Obligation of confidentiality

- 1.) The Parties shall handle confidentially, as business secrets, and keep, in particular against each other competitors, all commercial, technical and other information, especially prices and terms of the contract, which were made known to each other in connection with the conclusion and fulfillment of the Contract. The Parties shall ensure that all employees and representatives comply also with the present privacy obligations.

## XII. Data protection and data security

- 1.) The company is entitled to handle the personal data (name, phone number, e-mail) of the natural persons designated as contact person in the contractual relationship solely for the purpose of maintaining the contractual relationship, in accordance with the applicable legal regulations on the protection of personal data.
- 2.) The retention period for specified personal data is limited to the retention period of the contract (reference document) concluded by the parties.



### XIII. Other conditions

- 1.) The Buyer shall only be entitled to transfer his rights and obligations arising from the Contract concluded with the Seller, with the Seller's prior written consent. The same applies to the transfer of the whole contract.
- 2.) The Seller restricts his liability for the damage related to the goods supplied by him, and the Seller shall assume liability for damages only up to the selling price of the goods. The Seller excludes liability for the Buyer's any lost profit, indirect damage or incidental damage.
- 3.) The Buyer expressly waives its right, in the sphere permitted by law, to enforce any claim for damages or other claim towards the executive officer of the Seller in connection with this contract. The Seller's executive officer may directly refer to this limitation of liability.
- 4.) If the Buyer is a foreign taxpayer and the goods are delivered abroad, the Buyer must hand over the Seller all certifications required by applicable law (in particular, CMR, CIM) within 5 days of receipt of the goods. If the Buyer fails to hand over the necessary certificates within the prescribed period, he shall pay the VAT prescribed in the relevant legal rules with regard to the given shipment, and the Seller shall be entitled to refuse further performance. The Hungarian taxpayer Buyer shall pay VAT in accordance with the legal rules in force.
- 5.) Buyer must inform the Seller immediately if:
  - a) any change occurs in his company data (especially. name, registered office, tax number, etc.), and / or
  - b) an application for instituting bankruptcy, liquidation or winding-up proceedings is submitted against him;
  - c) if an economic event occurs that threatens receipt of the goods or payment of the purchase price.
- 6.) The Buyer shall, at the request of the Seller, make available its last (Simplified) Annual Report. The Seller assumes an obligation that the data obtained in this manner shall be used solely for testing the Buyer's good standing.
- 7.) The Hungarian law and procedural rules, not including the conflicts of law norms, shall apply to the present General Terms and Conditions, as well as the legal relationship between the Seller and the Buyer. The Hungarian language version shall prevail in the case of all written materials. The parties expressly exclude the application of the Vienna Convention on Purchase.
- 8.) The Parties shall attempt to settle any dispute arising in their business relationship amicably, by negotiations. Failing that they shall submit themselves to the court competent and having jurisdiction at the Seller's seat.

**The present translation is just for information purposes. The Hungarian version of GTC shall prevail.**

Ózd, 25 May 2018  
ÓAM ÓZDI ACÉLMŰVEK KFT.

**MAX AICHER**  
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