



**GENERAL CONTRACTING TERMS AND CONDITIONS
FOR THE SALE OF THERMAL INSULATION PRODUCTS**

(hereinafter: 'GCTC')

BACHL HŐSZIGETELŐANYAG-GYÁRTÓ KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG

Effective from: 15 June 2021

1. SUBJECT MATTER OF THE GCTC

1.1 Products

BACHL Hőszigetelőmaterial-gyártó Kft. (hereinafter: '**BACHL**') offers to the principal (hereinafter: '**Principal**') thermal insulation and other building products of its own production and those of other manufacturers (hereinafter: '**Products**'), listed on <http://www.bachl.hu> (hereinafter: '**Website**') (BACHL and the Principal are hereinafter also referred to individually as '**Party**' and jointly as '**Parties**').

1.2 Services

BACHL shall, at the request of the Principal, manufacture the own production Products of BACHL, and in the case of Products of other manufacturers, sell the Products and deliver them as required. If specially requested by the Principal, BACHL can also provide on-site consultancy, prepare an allocation plan and take thermal imaging images. The provisions of these GCTC relating to the Products shall apply mutatis mutandis to the provision of these services.

1.3 Quality certificates

BACHL conducts the (e.g.: ÉMI) tests and holds the certifications required by the applicable legislation for the Products manufactured by it and placed on the market in Hungary, as well as the performance certificates, which are available and viewable on the Website.

2. CONTRACTING AND ORDER PROCESS

Date:

Date:

Principal
represented by:
Name:
Position:

BACHL
represented by:
András Varga
Managing Director

2.1 Framework contract

BACHL and the Principal may enter into a framework sales contract for the sale of the Products (hereinafter: '**Framework Contract**'). During the term of the Framework Contract the Principal is entitled to place individual orders in accordance with the provisions of the Framework Contract.

2.2 Individual order

The Principal may order the Products required by it at a given time by submitting individual orders (hereinafter: '**Order**'). The Order shall be valid only in writing in the form of a message sent to the e-mail address of the regionally competent BACHL sales representative as indicated on the Website.

2.2.1 Framework Contract order

If a Framework Contract has been concluded between the Principal and BACHL, the Order shall contain at least the following information:

- (a) the company name, registered office and e-mail address of the Principal;
- (b) the exact description of the Products;
- (c) the quantity requested, with the unit of measurement;
- (d) the requested delivery deadline;
- (e) in the case of a delivery request, the delivery address and whether the delivery address is the address used by the Principal or by the customer of the Principal.

2.2.2 Order without a Framework Contract

In the absence of a Framework Contract between the Principal and BACHL, the Principal is entitled to submit its offer to purchase Products to BACHL by sending the Order. In this case, the Order shall include, in addition to the information provided in Section 2.2.1, the Principal's telephone number and, if available, its company registration number and tax number.

2.3 Order confirmation

The receipt of an Order does not in itself create any obligation for BACHL to sell the Product.

BACHL undertakes to manufacture and/or sell the Products specified in the Order and to deliver them on request through a written confirmation of the Order (hereinafter: '**Confirmation**'). The Confirmation of the Order is sent by BACHL by e-mail to the e-mail address from which the Order was received or which was specified in the Order as the notification e-mail address. In the Confirmation, BACHL confirms the type and quantity of the Products ordered, the delivery deadline agreed and may state in the Confirmation the possible deadline for the cancellation of the Order.

2.4 Conclusion of a sales contract

The contract for the sale of the Products is concluded between the Parties on the date of the Confirmation and consists of these GCTC, the Framework Contract, the Order and the Confirmation (hereinafter: '**Sales Contract**').

2.5 Order amendment

2.5.1 Early order amendment

The Principal may modify the Order within 24 hours of the date of sending the Confirmation in respect of the quantity of the Product ordered, with the proviso that if the Principal requires more than the quantity ordered, the Principal may only order more than the quantity ordered by placing a new Order. At least 24 hours before the delivery deadline indicated in the Confirmation, the Principal is entitled to change the delivery address and request a later delivery date.

2.5.2 *Later order amendment*

If the Principal discovers after the above deadline that they require a different Product or that the quantity ordered is more than they require, BACHL may repurchase the Products in undamaged packaging and condition for half the Purchase Price, and the Products in damaged packaging and condition for 20% of the Purchase Price, subject to the agreement of the Parties to this effect.

2.6 Order cancellation

2.6.1 *Cancellation prior to confirmation*

The Principal may cancel the order prior to the receipt of the Confirmation without further legal consequences, in which case the Sales Contract is not concluded and the Parties are not obliged to perform.

2.6.2 *Cancellation after confirmation*

The Principal is entitled to cancel the Order without any legal consequences up to the cancellation deadline set by BACHL in the Confirmation. If the Confirmation does not specify a cancellation deadline, the Principal may cancel the Order within 24 hours of the date of the Confirmation. For cancellations communicated beyond the above deadlines, the Products ordered shall be manufactured and, if the Principal indicates that they are withdrawing from the purchase of the Products, BACHL may repurchase the Products in accordance with the procedure described in Section 2.5.2 above.

3. PRICES

3.1 List price

BACHL shall at all times publish on the Website the current base prices of the Products (hereinafter: '**List Price**'). BACHL notifies any changes to the List Price by means of a separate notification on the Website and by sending a separate e-mail to Principals with a Framework Contract.

3.2 Periodic price

BACHL sends an individual price quotation for the period specified in the Framework Contract with the Principal (hereinafter: '**Reference Period**') within the deadline specified in the Framework Contract (hereinafter: '**Periodic Price**'). The Periodic Price shall be determined unilaterally by BACHL.

3.3 Price amendment

BACHL reserves the right to unilaterally amend the Periodic Prices within the Reference Period. It shall notify the Principal in writing of any such price amendment at least 15 days prior to the application of the revised prices. If a change in the Periodic Prices occurs between the Confirmation and the date of delivery, the Principal shall pay the purchase price of the Products on the basis of the Periodic Prices in force at the time of delivery.

3.4 Purchase price

BACHL indicates in the Confirmation the price payable by the Principal for the Products ordered, calculated on the basis of the List Price or the Periodic Price in force at the time of delivery and the quantity ordered (hereinafter: '**Purchase Price**'). The Purchase Price does not include value added tax.

3.5 Project price

At the Principal's request, BACHL provides a specific quotation for the specific project of the Principal (hereinafter: '**Project Price**'), differing from both the List Price and the Periodic Price, which shall only apply to the order of the Products required for the specific project. The sale of Products using the Project Price shall be made in the same manner as the sale of List Price and Periodic Price Products following the agreement on the Project Price.

3.6 Discounts

3.6.1 Bonus

The Parties may agree in the Framework Contract or in a separate agreement that BACHL will provide a quantity or turnover-based discount (hereinafter: '**Bonus**'). Unless otherwise agreed, BACHL awards the Bonus with the settlement following the period specified in the Framework Contract, through offsetting, in accordance with Section 6:49 of Act V of 2013 on the Civil Code (hereinafter: 'Civil Code').

3.6.2 Discount

The Principal is entitled to deduct from the final amount payable the portion of the gross total invoice amount specified in the Framework Contract if payment is made within a shorter deadline than the payment deadline specified in the Framework Contract on the invoice of BACHL (hereinafter: '**Discount**').

4. PAYMENT TERMS AND CONDITIONS

4.1 Invoicing

4.1.1 Electronic invoicing

BACHL issues an electronic invoice once the freight forwarding of the Products ordered by the Principal is initiated.

4.1.2 Non-electronic invoicing

BACHL issues the non-electronic invoice upon receipt of the delivery note signed by the Principal.

4.2 Payment deadline

The Principal shall pay the gross total amount of the invoice within the payment deadline stated on BACHL's invoice.

4.3 Payment method

The Principal shall pay the gross total amount of the invoice by transfer to the bank account indicated by BACHL on the invoice.

4.4 Credit limit

If the Parties so agree, the Principal may send an Order to BACHL without financial settlement up to the amount specified in the Framework Contract (hereinafter: '**Credit Limit**'). The amount of the Credit Limit shall include the value of all Orders sent but not yet confirmed, all Orders confirmed but not yet invoiced and all Orders invoiced but not yet paid. If the value of the Principal's Orders as set out above reaches the amount of the Credit Limit, BACHL shall immediately notify the Principal and shall not execute any further Orders until the Principal has paid at least a sufficient Purchase Price ensuring that

the combined value of the Orders in progress as set out above and the new Order does not reach the amount of the Credit Limit.

5. DELIVERY TERMS AND CONDITIONS

5.1 Delivery deadline

5.1.1 Undertaken deadline

BACHL undertakes to deliver the Product by the date set out in the Confirmation.

5.1.2 Amendment of the delivery deadline by BACHL

In case of a force majeure (see Section 7.5), BACHL is entitled to unilaterally amend the delivery deadline. BACHL shall effect delivery as soon as possible after the force majeure has ceased.

5.1.3 Amendment of the delivery deadline by the Principal

If the Principal requests delivery of the Products already manufactured for them at a later date than the date specified in the Confirmation, they shall pay BACHL a net storage fee of HUF 100/m³/day. The Principal shall not be entitled to request an earlier delivery deadline after receiving the Confirmation.

5.2 Delivery address

BACHL delivers the Products to the delivery address (hereinafter: '**Delivery Address**') specified in the Framework Contract or the Order and hands them over there to the person authorised to take delivery (hereinafter: '**Recipient**').

The Delivery Address is place used by the Principal or the customer of the Principal (hereinafter: '**Addressee**') as set out in the Framework Contract or the Order.

5.3 Packaging

BACHL is responsible for packaging and preparing the Products for delivery. BACHL undertakes the professional packaging of the Products in the most appropriate manner for the means of transport. The packaging material cost is included in the Purchase Price.

5.4 Palletised delivery

If the Products are delivered by BACHL on pallets to the Delivery Address, BACHL charges a loading and packaging fee for the pallets, which is invoiced in addition to the Purchase Price. The value of the pallets returned to BACHL in an undamaged condition and used for the delivery of the Products shall be credited by BACHL against the next invoice total of the Principal or, in the case of a single Order, refunded as agreed between the Parties. BACHL refunds the value of the pallets to the Principal even if the Products were delivered to the Addressee pursuant to the Framework Contract or the Order.

5.5 Freight forwarding

Unless otherwise agreed by the Parties, BACHL delivers the Products to the Delivery Address with the assistance of a freight forwarding company. BACHL has the right to choose the intermediary freight forwarding company.

5.6 Unloading

Unless otherwise provided for in the Framework Contract, the Products are unloaded by the Principal or the Addressee from the means of transport of the freight forwarding company appointed by BACHL.

Further movement of the Product at the Delivery Address is also the responsibility of the Principal or the Addressee and the cost thereof shall be borne by the Principal or the Addressee. If the unloading of the Product is not completed within 2 hours of the arrival of BACHL's means of transport at the Delivery Address, BACHL will charge a net waiting fee of HUF 10,000 for each started half hour. The waiting fee is invoiced by BACHL to the Principal.

5.7 Delivery-acceptance

The representative of the freight forwarding company delivers the Products to the Recipient together with the delivery note and other accompanying documentation. The freight forwarding company representative monitors the unloading and records in a report any damage to the Products during unloading. If no defects are found by the Recipient during acceptance, they hand over to the freight company representative a document certifying the fact of acceptance of the Products, which the freight company representative returns to BACHL.

5.8 Delivery costs

5.8.1 Delivery included in the purchase price

The Principal is not charged any transport-related costs in addition to the Purchase Price, provided that the Principal orders at least 20 m³ of Products at any one time and the Products are delivered to a Delivery Address, which is accessible by well-maintained, unobstructed and solidly surfaced roads, by a canvas trucks with a trailer, with a maximum volume of 120 m³. If the Principal informs BACHL at least 3 working days prior to the commencement of the delivery that access to the Delivery Address is subject to a fee and/or authorisation and that access by truck of up to 120 m³ is not physically possible, these costs shall be borne by the Principal. BACHL may, however, assume these costs.

5.8.2 Loading charge

BACHL charges a net loading charge of HUF 7,000 per Delivery Address for ordered quantities of less than 20 m³.

5.8.3 Unforeseen costs incurred during transport

If the Principal fails to notify BACHL at least 3 working days in advance that access by truck with a volume of 120 m³ is not guaranteed, or that access is only possible against payment of a fee or is subject to authorisation, BACHL shall pay the related costs and shall re-invoice them to the Principal.

6. OBJECTION PROCEDURE

6.1 Indication of visible errors

Upon receipt of the Products, and if possible before unloading, the Recipient shall check the integrity of the packaging of the Products, and the quality and quantity of the Products as set out in the Confirmation.

6.1.1 Quantity error

If the Recipient discovers that fewer Products were delivered than stated in the Confirmation, they record this fact on the delivery note or in a report with the freight forwarding company representative. On the basis of the report received from the freight forwarding company, BACHL immediately contacts the Principal in order to agree on the replacement of the missing quantity and/or the reimbursement of the Principal for the part of the Purchase Price corresponding to the value of the missing Products.

6.1.2 Quality error

If the Recipient discovers that the Products delivered do not meet the quality requirements set out in the Confirmation or required by law, they record this defect in a report, advising the representative of the freight forwarding company thereof. If, as a result of the defect, the Recipient does not take delivery of the defective Products or takes delivery of only part of the Products, the freight forwarding company returns the undelivered Products to the point of departure.

6.2 Indication of non-visible errors

If the Principal discovers a defect in the quality of the Products delivered only after taking delivery or becomes aware of it later on the basis of the Recipient's notification, the Principal shall notify BACHL in writing within 24 hours of discovery or becoming aware of it. Upon becoming aware of the defect, BACHL's complaint handling employee shall immediately initiate a consultation with the complaints officer (regional sales representative or logistics staff) of the concerned area. The complaints officer shall personally contact the Principal or the Recipient as instructed by the Principal within 48 hours at the latest, in order to discuss the investigation of the defect and the remedying of any defective performance. During the investigation of the defect, a complaint report is completed, in which BACHL and the Principal or the Recipient on behalf of the Principal agree on the manner in which the complaint is to be dealt with. The Principal may report to BACHL any defects in the quality of the Products until their installation. BACHL is not in a position to accept quality complaints regarding installed Products.

7. LIABILITY

7.1 BACHL's liability towards the Principal

7.1.1 Compensation for quality errors

BACHL provide the Principal with a warranty for Products qualifying as building materials pursuant to Government Decree 181/2003 (5 November) on Mandatory Warranty Relating to Home Construction (hereinafter: '**Governmental Decree**'), on the following conditions:

- a) the Principal shall be under a warranty obligation to its own customer in respect of the Product as defined in the Government Decree;
- b) the duration of BACHL's warranty to the Principal shall be equal to the warranty period for the Principal in respect of the Product as provided in the Government Decree; and
- c) the Principal has complied with the instructions for use and installation provided by BACHL to the Principal at the time of delivery of the Product.

The warranty is not be enforceable:

- a) directly by the Principal's customer;
- b) after the warranty period has expired; or
- c) if the Principal or the Principal's customer has not complied with the instructions for use and installation of the Product.

7.1.2 Liability for late performance

Where BACHL fails to deliver the Products to the Delivery Address within the delivery deadline agreed in the Confirmation for reasons other than force majeure, for which BACHL is responsible, the Principal shall be entitled to cancel the Order or to claim a pro rata reduction in the Purchase Price for late performance. Instead of a reduction of the Purchase Price, the Principal may, at their discretion, request

the crediting of the amount proportional to the delay on their next invoice. The Parties shall agree on the manner in which BACHL shall be held liable.

7.2 Liability to third parties

BACHL's liability to end users shall be governed by the Hungarian and Community product liability rules in force at the time, according to which BACHL is deemed to be the manufacturer of the component parts of the construction work which are considered finished products and may be exempted from liability for product damages accordingly. In addition to its liability under the product liability rules, BACHL shall not be liable for any damage caused to third parties other than damage caused intentionally and damage to human life, bodily integrity or health.

7.3 Freight company damage

If the Products and/or their packaging, which were undamaged at the time of loading, can be proved to have been damaged during freight forwarding through the fault of the freight company, BACHL shall refund the Purchase Price of the Products or the part of the Purchase Price proportionate to the value of the returned Products to the Principal and shall enforce its claim against the freight company.

7.4 Late payment by the Principal

If the Principal fails to pay the Purchase Price within the payment deadline stated on BACHL's invoice or otherwise applicable, the Principal shall be liable to pay interest on late payment at the statutory rate under the Civil Code for the period from the date of default to the date of payment.

BACHL shall also be entitled to claim the flat-rate recovery cost specified in the Civil Code to cover the costs incurred during the recovery of the Principal's debt.

BACHL shall initiate legal proceedings for the recovery of the debt if the Principal's debt is overdue for more than 30 days and the Principal shall reimburse BACHL for the costs of such proceedings in excess of the flat-rate recovery cost.

In the case of late payment, BACHL is also entitled to unilaterally reduce the amount of the Credit Limit or terminate the Credit Limit or to stipulate cash payment for further purchases. If BACHL fails to exercise the above remedies and the Principal's overdue debt(s) and outstanding debt(s), which are overdue after 30 days, together reach the amount of the Credit Limit, BACHL is entitled to refuse to fulfil the Principal's Orders until the overdue debts and their respective charges have been paid and the total value of the debts has fallen below the amount of the Credit Limit. In the above case, the Parties may also agree that the Principal shall pay in advance by bank transfer any further Orders and at the same time settle any outstanding amounts owed to BACHL.

7.5 Force majeure

Neither Party may be held liable for any failure to perform their obligations under the Sales Contract in case of unforeseeable circumstances beyond the control of either Party (force majeure), which prevent the performance of the Sales Contract.

The Parties regard as force majeure any event or occurrence, or combination of events, which limits or makes impossible the performance of any obligation under the Sales Contract, which occurs independently of the will of the Party concerned and which the Party concerned cannot with reasonable diligence prevent or avoid, including in particular:

- shortage of materials;

- acts or omissions of any public authority, except for acts of such authority which are due to a cause attributable to the defaulting Party;
- any war, whether declared or not, hostilities, act of terrorism, blockade, revolution, insurrection, rebellion, civil disobedience, requisition, seizure or nationalisation, import or export restrictions, closure of ports, docks, channels or other installations necessary for sailing or navigation at any place or within any place;
- strike; radioactive or chemical pollution; sabotage,
- fire, flood, earthquake, explosion, drying up of rivers, storm, lightning, epidemic, quarantine;
- vandalism, restriction or total lack of public utilities

Whichever Party becomes aware of the impossibility of performance of the Sales Contract in the case of a force majeure shall notify the other Party in writing within 1 (one) working day. The Parties agree to examine the possibility of continuing the Sales Contract after the cause of non-performance due to the force majeure has ceased to exist. The Order is cancelled if BACHL is unable to fulfil it due to the force majeure and its fulfilment is no longer in the Principal's interest after the ceasing of the force majeure.

7.6 Insurance

BACHL has professional liability insurance to cover damage caused by its activities.

8. CESSATION OF THE SALES CONTRACT

8.1 Termination of an indefinite term Framework Contract

An indefinite term Framework Contract may be terminated by either Party in writing without any reasoning, with a 30-day notice period.

8.2 Termination of a fixed-term Framework Contract

A fixed-term Framework Contract terminates at the end of the fixed term. A fixed-term Framework Contract may not be terminated by the Parties with ordinary termination.

8.3 Extraordinary termination

Either Party may terminate the Framework Contract with immediate effect by giving written notice of termination to the other Party, with good cause, if the other Party has committed a serious breach of or failed to comply with any of the contractual terms and conditions set out in the Sales Contract.

Especially the following events shall constitute a severe breach of contract:

- (i) a delay in payment by the Principal of more than 30 days;
- (ii) if BACHL delays delivery of the Products for the third time;
- (iii) if BACHL delivers Products, which are recognisably defective upon receipt, for the third time;
- (iv) if the Principal exceeds their Credit Limit and fails to pay an amount of the Purchase Price, after a period of 15 days, that decreases the total value of the Orders to below Credit Limit amount;
- (v) the Principal unduly delays taking delivery of the Products for the third time;
- (vi) any other breach (if remediable) has not been remedied by the defaulting Party within 30 days of receipt of written notice from the other Party to remedy said breach.

8.4 Legal consequences of termination of the Framework Contract

In the event of termination of the Framework Contract for any reason, Orders confirmed by BACHL shall be delivered and invoiced by BACHL, which invoices shall be paid by the Principal. Orders not yet confirmed shall be cancelled.

The Principal shall pay to BACHL the unpaid Purchase Price of its placed Orders within 8 days of termination of the Framework Contract.

9. INTELLECTUAL PROPERTY

BACHL is the owner of the know-how for the manufacture of the Products, the trademarks, other proprietary designations, product and brand names and the BACHL trademark (hereinafter: '**Intellectual Property**') relating to the Products. BACHL warrants that it has the unrestricted right to obtain any necessary licences for the use of the Intellectual Property and warrants that the use of the Intellectual Property will not infringe any third party's intellectual property rights.

BACHL may, upon the conclusion of the Framework Contract and during the term of the Framework Contract, authorise the Principal to use the 'Bachl Preferred Trading Partner' designation. The Principal is not entitled to know the know-how for the manufacture of the Products.

10. CONFIDENTIALITY

The Parties hereby acknowledge that confidential information, data and material concerning the Parties, their affiliates and customers may become available to the other Party in the course of the performance of the Contract. Such information, data and material shall remain the exclusive property of the transferring Party, its affiliates and customers after the transfer.

Confidential information, data and material shall include, but not be limited to, all information, data and material in the possession of the given Party, its affiliates and customers and intended to be confidential, relating to the services they provide, their products, their customers, their business methods, strategies and practices, their internal operating procedures, pricing and billing methods, financial data, costs, employee data and trade secrets of any kind, as well as any other information that can reasonably be considered confidential in nature or proprietary to a Party. In addition, information received from a third party, whether in writing or verbally, which the Parties are under an obligation to keep confidential shall be considered Confidential Information (hereinafter jointly referred to as: 'Confidential Information').

Information,

- (i) which the receiving Party or their affiliate has knowledge of before the conclusion of the Contract and which it is not obliged to treat as confidential,
- (ii) which becomes generally known to the public as a result of an unlawful act or omission not-attributable to the receiving Party or their affiliate,
- (iii) which is disclosed to the receiving Party by a third party without any obligation of confidentiality,
- (iv) which is independently developed by the receiving Party or their affiliates,
- (v) which becomes known to a third party pursuant to a valid public authority order or legislation,
- (vi) which may be disclosed with the prior written consent of the Party concerned, shall not be considered confidential.

The Parties agree that the Confidential Information shall be used only for the purpose of providing the services under the Contract. Accordingly, each Party shall not, except with the prior written consent of

the other Party, their affiliates and their customers, or as authorised by public authority or law, use for their own benefit or for the benefit of a third party, or disclose to a third party, any Confidential Information relating to the business of the Party concerned, either during the term of the Contract or after its termination.

The Parties acknowledge that the Party that breaches their obligation of confidentiality under this Section shall compensate the other Party for any damage caused to it.

11. MISCELLANEOUS PROVISIONS

11.1 Application of the GCTC

The BACHL GCTC applies to the sale of Products offered to a Principal who does not qualify as a consumer. The Parties may derogate from the provisions of the GCTC in the Framework Contract, and from the provisions of the GCTC and the Framework Contract in the Order and the Confirmation by mutual consent.

BACHL is entitled to unilaterally amend the GCTC, to which it draws attention through its publication on the Website and by sending separate e-mails to the Principals with a Framework Contract. The amendment of the GCTC is effective from the date indicated and applies to all Framework Contract in force and to Orders not yet confirmed.

11.2 Processing of personal data

BACHL's activity is the manufacture, sale and delivery of Products to its Principals. To this end, BACHL maintains continuous contact with the Principals, in the course of which it processes personal data. In some cases, the Principal may instruct BACHL to deliver the Products directly to the Principal's customer, in which case the Principal may provide BACHL with the addressee's personal data.

The natural contact persons designated in the Framework Contract or otherwise by the Principal may in some cases differ from the person acting as the legal representative of the Principal, signing contract and therefore entitled to transfer personal data as a data subject. In this case, BACHL will not obtain the personal data relating to the data subject from the data subject. BACHL processes the following personal data of the contact persons designated in the contracts:

- a) name;
- b) telephone number;
- c) e-mail address.

BACHL processes the following data of addressees:

- a) name;
- b) telephone number;
- c) e-mail address;
- d) delivery address.

The legal ground for the above processing is BACHL's legitimate interests (Article 6 (1) f) of the GDPR), for which BACHL has conducted the interest balancing test, as set out below.

Whether it is a case-by-case assignment or a long-term cooperation, communication with the Principal is essential for fulfilling the obligations undertaken in the Sales Contract. In the Framework Contract, the Parties undertake to send notifications in relation to the Sales Contract to the contact persons

indicated therein or, where applicable, subsequently designated by the Principal. Such notifications enable BACHL to receive the Principal's request for a particular Product and to send the Confirmation to the Principal. BACHL has a legitimate and real interest in ensuring that both BACHL and the Principal are able to perform their obligations under the Sales Contract.

In the case of an addressee other than the Principal specified in the Order, BACHL's obligation to deliver the Products under the Sales Contract shall be the same as if BACHL were delivering the Products to the Principal's address. In order to fulfil its obligations under the Sales Contract, i.e. to deliver the Products, it is necessary to process the personal data of the addressee and to contact them, if necessary.

In contrast to the above interests of BACHL, the data subjects have a legitimate interest in BACHL not processing their personal data that BACHL has not obtained directly from them but from their employer, their client or the Principal as a trader.

BACHL incorporates the following safeguards and risk mitigation measures into its processing:

- BACHL limits the scope of the personal data processed to the contact data necessary to establish contact.
- The personal data of the data subjects are stored in hard copy form in lockable cabinets and offices, as set out in the relevant contract, and electronically in the Corporate Governance IBSystem.
- The employees of BACHL may store the personal data of data subjects only in their offices and on their company devices and may use them only for communication purposes in the performance of their workplace obligations.
- BACHL applies appropriate data security measures (e.g. password protection, IT audits, testing, export protection).
- The personal data of the data subjects will be used by BACHL only for the purpose of contacting them for the performance of contracts. The contact is established at a time and in a manner that is appropriate to the needs of the data subject, taking into account working time and, as far as possible, privacy.
- The Privacy Policy prepared for BACHL employees contains detailed instructions on the processing of personal data.

On the basis of a balancing of the interests of BACHL and the data subjects, and taking into account the above circumstances, BACHL has concluded that the processing of the personal data of data subjects has a low level impact on their privacy and that the safeguards listed above minimise the risk that the personal data will be collected and used more extensively than necessary. Accordingly, BACHL's interests prevail over the interests, fundamental rights and freedoms of the data subjects, and processing is therefore permitted in order to pursue the legitimate interests of BACHL.

BACHL processes the personal data of the data subjects as described above during the term of the Sales Contract and after its termination, until the expiry of the limitation period under civil law (5 years), in order to enforce any legal claims (e.g. damages). If a payment is made under the contract, the documents relating to the payment and containing the personal data of the data subject are considered as accounting records and are kept by BACHL for 8 years in accordance with the applicable accounting standards.

The data subjects have the right to information, to access, rectify, supplement and erase the data, to the restriction of processing and the right to object to the processing. If their rights are infringed, the data subjects have the right to turn to a court.

11.3 Notifications

The Parties shall provide their Sales Contract related notifications in writing. A message sent by e-mail with a reading alert shall be deemed to be in writing. A notification shall be deemed delivered in the following cases:

- (i) for e-mail messages, at the end of the working day following the day on which the e-mail is sent;
- (ii) for notifications delivered by a courier, when the other Party has acknowledged receipt with their signature;
- (iii) for notifications by priority, registered or recorded delivery mail, on the date indicated on the acknowledgement of receipt or on the 5th working day after the date of posting, if delivery was unsuccessful because the addressee did not accept the document or refused to accept it.

11.4 Independent Parties

The Parties are independent of each other. This Contract does not constitute a joint venture, a merger, a civil law partnership or any other economic entity.

11.5 Severability

If any provision of the Sales Contract becomes invalid or ineffective, the other provisions shall remain in force.

11.6 Waiver of rights

No default or delay by the Parties shall constitute a waiver of any right under the Sales Contract. A waiver by either Party of any right they may have against the other Party by reason of default or breach of contract shall not constitute a waiver of any rights under any other provision of the Sales Contract or of any rights they may have against the other Party by reason of any other breach of contract by the other Party.

11.7 Exhaustion of rights

The enforcement, in whole or in part, of any right shall not prevent the enforcement of the same or any other right in the future or otherwise. The rights and remedies provided for in the Sales Contract are in addition to, and not exclusive of, any rights and remedies provided by law.

11.8 Transfer of rights

Neither Party may assign any or all of its rights and obligations under the Sales Contract to any third party without the prior written consent of the other Party.

11.9 Applicable law

The provisions of the Civil Code and other legislation and standards applicable to the manufacture and use of the Products shall prevail in matters not covered by the Sales Contract.