

they had agreed to prolong the supply deadline.

5. The Party entitled to terminate the Contract on the basis of the Contract or any legal rule may exercise this right by sending a declaration to the other Party's company seat by mail. Delivery shall be governed by Section IX.7.

IX. Miscellaneous conditions

1. The Entrepreneur shall not be liable in any way for any direct or indirect, material or non-material damages arising from the use or ignorance of the provided information until it is clearly proved without any doubt that the damage was caused by the organisation of the Entrepreneur, by the intentional or serious negligence of any of its leading employees, by culpable threat to life, physical integrity or health, by the reception of quality guarantee, the malicious non communication of a deficiency or the violation of a material contractual obligation. However damages due to the violation of material contractual obligations shall be limited to typical reasonably foreseeable damages in respect of the Contract.

2. All and any declaration deviating from, completing or modifying these General Terms may be enforced solely if confirmed in writing by the Entrepreneur. Written form shall include communication sent via fax or e-mail as well.

3. The invalidity of any of the provisions of the Contractual Declarations or these General Terms shall not affect the validity of the remaining provisions. The Parties shall replace the invalid provision with another provision which is the closest to the intention of the original Contract.

4. The Parties shall treat confidential all technical or business information obtained in relation with the offer, the Contract or its performance in respect of each others' activity even after termination of the Contract as long as such information becomes publicly known except if the Parties cancel ear-

lier this requirement of confidentiality. The Parties' employees, collaborators and their employees shall also treat all such information confidential. The Parties shall be liable for enforcing these obligations towards their own and their collaborators' employees. The Contractual Declaration, its details and any data relating to the performance may be published only upon the Parties' prior written consent. This rule shall also apply to the indication as reference.

5. Regarding the rights and obligations of the Principal arising from this Contract, the right assignment specified in Section 6:202 of the Hungarian Civil Code may take place solely if the Entrepreneur approves and signs the written contract.

6. This Contract may be modified or completed only in writing by the signature of the representatives of the Parties authorised to sign for the company. The requirement of written form may be modified solely in writing.

7. The Parties agree to consider delivered all mail consignments sent to each other's address in relation with their contractual relationship by official acknowledged mail consignment even if the consignment could not be delivered or the other party did not learn about it, from the date of the first mail delivery attempt or if it is unknown from the fifth day from the second mail delivery attempt, if it is unknown also or the delivery is not attempted a second time, on the day when the post sends back the undelivered consignment to the sender. The Parties agree that they accept the email correspondence as the basic form of all written communication relating to the daily activities with the exception of cases specified by legal rules.

8. These General Terms and Conditions are of exclusive nature, the Entrepreneur does not recognise the contractual or general terms and conditions of the Principal opposing or deviating from these General Terms unless it expressly approves their validity in writing. These General Terms shall be governing even if the Principal accepts

the performance of the Product or pays its purchase price to the Entrepreneur being aware of the terms and conditions opposing or deviating from these General Terms. The Contracting Parties exclude the application of paragraph (5) of Section 6:63 of the Hungarian Civil Code.

9. The Contractual Declarations and these General Terms and Conditions shall contain all conditions relating to the Contractual Relationship of the Parties and all previous agreements not included into the Contractual Declarations or These General Terms shall become invalid. The oral agreements concluded after the date of this Contract, especially the subsequent amendments of these General Terms and Conditions and all other supplementary agreement shall be valid only if confirmed in writing by the Entrepreneur.

10. The Parties shall try to settle all disputes in a friendly way by way of negotiation. If they fail to reach an agreement, they shall firstly initiate mediation procedure for settling the disputes. Unless otherwise agreed, the Parties shall submit their disputes to the exclusive competence of the District Court of Székesfehérvár or the Courthouse of Székesfehérvár depending on the value limit.

11. The Parties wish to deviate from Section 6:25 of the Hungarian Civil Code and shall rule the warning relating to the performance of payment as a circumstance interrupting the lapse.

12. Solely the Parties or third parties expressly authorised in a contractual relationship will be entitled to claim the service specified in the Contract. Third parties not expressly authorised in a contractual relationship will not be entitled to claim the service specified in this Contract.

13. All questions not regulated herein or in the Contractual Declarations shall be governed by the current Hungarian Civil Code in force and the provisions and prescriptions of all other relevant Hungarian legal rules.