



## General Purchasing Terms of Deutsche Telekom Group

### Part B: General Purchasing Terms of IT Services Hungary Szolgáltató Korlátolt Felelősségű Társaság

(ITSH) established in accordance with the Hungarian law and registered by the Court of the Registration of the

Budapest Metropolitan Court under company registration number: Cg. 01-09-877517

**Valid from 01.06.2015.**

#### 1. Scope of the GPT:

The present General Purchasing Terms (GPT) are applicable to Orders and/or contracts made relevant to the purchase of goods and/or the provision of services by ITSH as customer

#### 2. Contract conclusion

- (1) Contract may be concluded between ITSH and Supplier in one of the following fashions:

1.1 . ITSH sends written (e-mail, fax, etc.) Order to Supplier which is subsequently accepted by Supplier (confirmation), or

1.2 . ITSH and Supplier sign specific contract or frame agreement.

- (2) If Supplier fails to confirm the Order submitted by ITSH within 2 (two) working days, the contract is considered concluded with the content of the Order.

- (3) Unless expressly otherwise provided by the Parties, ITSH's "General Purchasing Terms" (GPT) constitute mandatory annex of the contract(s) concluded and to be concluded by the Parties without any further provision or reference thereto.

- (4) ITSH expressly excludes the application of Supplier's General Terms of Supply/General Terms of Sale.

#### 3. Performance

- (1) Supplier must render performance in accordance with the conditions specified in the Order or the contract (quality, variety and quantity, place and deadline of delivery etc.).

- (2) Supplier is required to employ its subcontractors involved in the performance of the Order or the contract in compliance with the relevant legal regulations as amended from time to time. Should Supplier

fail to meet the above obligation in a provable manner, ITSH becomes entitled to cancel the Order or terminate the contract by extraordinary termination.

#### 4. Defective performance

- (1) Unless otherwise provided below, in the event of defective performance the relevant legal provisions apply.

- (2) ITSH's payment default can be established if Supplier's advance payment demand containing an extended payment deadline of minimum 15 days passes without any result.

- (3) To secure Supplier's contractually compliant performance a penalty is provided for in the Order or the contract. ITSH may deduct the amount of the penalty from Supplier's net fee.

#### 5. Delivery, payment of costs, transfer of risk of loss, receipt, inspection of defects

- (1) Supplier agrees to deliver the ordered goods DDP Budapest, DDP Debrecen, DDP Pécs, DDP Szeged or any other place determined by ITSH, as elected by ITSH. Commercial terms are governed by the provisions of the INCOTERMS version which is in effect at the time of concluding the contract.

- (2) Transported goods and provided services are received by ITSH in writing. The risk of loss is transferred by virtue of receipt. Goods and/or services are considered received if ITSH confirms receipt in writing, in order words, receipt cannot be taken by implied conduct.

- (3) In addition to the above, the risk of loss relevant to shipments passes to ITSH when the goods arrive to their destination and the bill of lading is signed. Upon delivery, ITSH is only required to inspect the shipment for manifest defects (origin, completeness, damage occurring during transportation). In case of shipments of major volume ITSH is entitled to conduct random checks.

## 6. Invoices, payment terms, taxes

- (1) The payment period depends on the Parties' agreement, but may not be less than 30 calendar days. The payment period begins on the first day following the receipt of the invoice, but cannot precede the performance/receipt of the service.
- (2) Payment is considered rendered on the day when the bank charges ITSH's account.

## 7. Assignment

Supplier can only assign its claim against ITSH with the prior written consent of ITSH.

## 8. Termination of the contract

- (1) The Parties may terminate the contract by extraordinary termination with immediate effect, if:
  - if the other party fails to perform its assumed obligations by the set extended deadline despite the written demand of the party (can be exercised in case of payment default by ITSH if the minimum 15-day extended deadline passes without any result),
  - the supplier does not comply to the employment terms as stipulated by law,
  - the liquidation of the other party has been ordered by a final court decree or a bankruptcy or winding up procedure is initiated against the other party,
  - proven detrimental changes in the other party's economic situation infringe or jeopardize the purpose of the contract or the interest of the party.
- (2) The termination of the contract does not affect the existence and the performance of Orders submitted under the contract that have yet not been executed by Supplier.

## 9. Closing provisions

- (1) Any reference in Part A to Buyer and Contractor shall mean ITSH and Supplier.
- (2) ITSH expressly excludes the application of the following provisions of Part A: sections 1(3), 9, 11 [with the exception of 11(2)] and 18.
- (3) The present GPT are governed by the law of Hungary, with the exception of the United Nations Convention on Contracts for the International Sale of Goods and any

provisions referring to foreign legal regulations.

- (4) ITSH expressly reserves the right to amend the present GPT. The amended GPT is considered accepted by Supplier without any separate statements if Supplier does not object thereto in writing within 3 working days of the receipt of the amended GPT.
- (5) The mandatory annexes of the GPT:
  1. Privacy statement
  2. Provisions on social responsibility and anti-corruption

### Company data:

Company name: IT Services Hungary Kft.  
Registered office: 1117 Budapest, Infopark,  
Neumann János u. 1/C  
Company registration number: 01-09-877517  
Branch offices: 4032 Debrecen, Vezér u. hrsz.  
0204/15  
4026 Debrecen, Bethlen u. 3-9.  
6724 Szeged, Rókusi krt. 2-10.  
7621 Pécs, Rákóczi út 19.  
Tax number: 13869975-2-44.  
Community tax number: HU13869975  
Delivery addresses: DDP Budapest, DDP  
Debrecen, DDP Szeged, DDP Pécs