

GENERAL TERMS AND CONDITIONS

APPLICABLE TO THE BROKERAGE / INTERMEDIARY ACTIVITIES OF WOLFBERG SZERSZÁMGÉPEK KFT.

I. GENERAL PROVISIONS

1. **Wolfberg Szerszámgépek Kft.** (registered seat: 4225 Debrecen, Vadmeggyes u. 7, company registration number: 09-09-035854; hereinafter referred to as the “**Broker**”) is engaged, among other activities, in the sale and purchase of used machine tools and other machinery (hereinafter referred to as the “**Machine**” or “**Machines**”), as well as in the brokerage / mediation of sales contracts related to such Machines.
2. These General Terms and Conditions (hereinafter referred to as the “**GTC**”) shall apply to the brokerage services provided by the Broker to its client (hereinafter referred to as the “**Client**”), unless otherwise stipulated in the individual brokerage / intermediary agreement concluded by the parties.
3. The Broker shall not become a party to the sales contract brokered by it, but shall exclusively facilitate the conclusion thereof. If the Broker brokers a contract other than a sales contract, the provisions of these GTC shall nevertheless apply accordingly.
4. Individual brokerage agreements shall be valid only if concluded in writing and may be amended only in writing, provided that electronic mail sent to the e-mail addresses specified in the individual agreement shall also be deemed to be in written form. Individual agreements shall enter into force upon signature by both parties.

II. THE BROKERAGE SERVICE

II.A. Obligations of the Broker

5. The Broker shall
 - (a) introduce the Client and the potential contractual partner to each other;
 - (b) upon request of the potential contractual partner and at such partner’s expense, assist in the professional assessment of the condition of the machines/devices forming the subject of the sale;
 - (c) upon request of the Client, assist in negotiations between the parties; and
 - (d) in the case of a successfully brokered contract, upon request and for an additional fee, assist in the preparation of the sold machines/devices for transportation at the Client’s premises as follows: disassembly of machines/devices, removal from the hall, and crane loading onto the truck. Beyond the activities expressly listed herein, the Broker shall not participate in or assist with the buyer’s taking possession of or transporting the sold machines/devices.
6. Only the Client shall be entitled to conclude the sales contract with the partner introduced by the Broker. The Broker shall inform potential partners of the scope of its authority, in particular that it is not authorized to conclude contracts on behalf of the Client.
7. The Broker shall take all reasonable and expected measures to facilitate the conclusion of contracts. In doing so, the Broker shall act with the level of care generally expected in the given circumstances, taking into account the interests of the Client and complying with its instructions, and shall promptly inform the Client of the contractual intent of potential

partner(s). The Broker shall also inform the Client of changes in market conditions and other circumstances relevant to the sale which, in the Broker's judgment, are material.

8. The Broker shall document all potential buyer inquiries and shall inform the Client thereof without delay. The Broker shall not be entitled to modify the price of the machines/devices determined by the Client or the sales conditions determined by the Client without the Client's prior written consent (including consent given by e-mail).
9. The Broker shall not be liable for the conclusion, terms, or performance of the brokered contract.
10. The Broker hereby informs the Client that it may perform similar brokerage activities for other client(s), which the Client expressly acknowledges by signing the individual agreement.
11. The Broker shall be entitled to engage intermediaries (subcontractors or sub-agents), for whose activities it shall be liable as if it had acted itself.

II.B. *Obligations of the Client*

12. The Client shall assist the Broker in its activities in a manner reasonably expected under the circumstances, in particular by providing all information and clarification relating to the machines/devices forming the subject of the brokerage. Upon the Broker's request, the Client shall also provide copies of documents evidencing the characteristics of the machines/devices.
13. The Client shall be obliged to provide the Broker with a copy of the brokered contract within a maximum of 3 business days following its execution. This obligation may also be fulfilled by sending the document by e-mail to the electronic address specified in the individual agreement. The Client shall furthermore be obliged to provide all information necessary for the enforcement of the Broker's commission claim, including, upon the Broker's request, without delay and at the latest within 3 business days, extracts from its accounting records relating to commissionable transactions.
14. The Client shall pay the brokerage fee by bank transfer against the Broker's invoice. The Client shall not be entitled to set off its payment obligation nor to withhold any portion of the brokerage fee for any reason.

III. THE BROKERAGE FEE

15. The Broker shall be entitled to a brokerage fee for successfully brokered contracts. Brokerage shall be deemed successful if (1) the Client sells the machines/devices specified in the individual agreement to a buyer introduced by the Broker; and (2) the buyer has, in any manner whatsoever, paid the purchase price or taken possession of the machines/devices.
16. The basis of the brokerage fee shall be the net purchase price (sales price) of the machines/devices forming the subject of the brokered contract. The amount and payment terms of the brokerage fee shall be set out in the individual agreement. The brokerage fee shall include the Broker's customary costs, except for the costs specified in Section 5(d) [i.e. costs of preparation for transportation].
17. The Broker shall be entitled to issue its invoice for the brokerage fee at the earlier of the following dates: (1) the buyer of the machines/devices under the brokered contract has paid the purchase price in any manner whatsoever, including by set-off; or (2) the buyer has taken possession of the machines/devices under the brokered contract. Upon reasonable prior notice, the Broker shall be entitled to verify at any time whether the buyer has taken possession of the machines/devices.

18. The Broker shall be entitled to send the invoice by e-mail to the address specified in the individual agreement. The payment deadline of the invoice shall not be shorter than 8 days.
19. In the event of late payment, default interest shall be charged at a rate equal to the Hungarian central bank base rate applicable on the first day of default plus 10 percentage points.
20. The Broker shall also be entitled to the brokerage fee if the contract with the partner introduced during the brokerage is concluded by circumventing the Broker. In such case, the brokerage fee shall amount to 150% of the fee stipulated in the individual agreement.

IV. LIABILITY

21. The Broker shall not be liable for the performance of the contractual obligations of the parties to the brokered contract, and the brokerage fee shall remain due even if the buyer under the brokered contract subsequently rescinds the contract for any reason, or if a dispute arises between the Client and its buyer in connection with the contract. An exception shall apply where the buyer rescinds the contract before the Broker became entitled to issue its invoice for the brokerage fee pursuant to these GTC.
22. The Broker limits its liability to the minimum extent mandatorily prescribed by law and, in terms of amount, to a maximum of the net brokerage fee paid by the Client.

V. CONFIDENTIALITY

23. Both the Broker and the Client shall treat as confidential all information of which they become aware during the term of the brokerage / intermediary agreement and shall disclose such information to third parties only with the prior written consent of the other party. This confidentiality obligation shall apply for an unlimited period. The confidentiality obligation shall not apply where (a) disclosure of the confidential information to third parties (e.g. authorities) is required by law, or (b) disclosure is necessary for the enforcement of a party's rights or the performance of its obligations (e.g. to legal counsel, accountant, auditor, etc.).

VI. DATA PROCESSING

24. The Broker may process personal data on behalf of, in accordance with the instructions of, and in the interest of the Client. The Client shall act as data controller and the Broker as data processor within the meaning of the GDPR (Regulation (EU) 2016/679). The Broker undertakes to process personal data exclusively for the purposes and in the manner specified by the Client, not to use such data for its own purposes, and not to transfer such data to third parties without the Client's prior written consent.

VII. TERMINATION

25. Either party shall be entitled to terminate the brokerage agreement without cause by giving 30 days' notice. Termination shall not affect the Broker's right to the brokerage fee in respect of contracts already successfully brokered.
26. In the event of a material breach of contract which is not remedied within a reasonable grace period of at least 8 days, either party shall be entitled to terminate the brokerage agreement with immediate effect. Prior to such termination, the breaching party shall be warned and granted the opportunity to remedy the breach within the grace period, unless it is already evident that such remedy would be futile.

VIII. GOVERNING LAW

Wolfberg machine tools *GENERAL TERMS AND CONDITIONS OF BROKERAGE /
INTERMEDIARY ACTIVITIES*

27. The brokerage agreement shall be governed by Hungarian law, in particular Act CXVII of 2000 on Independent Commercial Agency Contracts and Act V of 2013 on the Civil Code.
