

GENERAL TERMS AND CONDITIONS OF SALE

(GTC)

applicable to the sale and purchase of Products
by PNP Orange LLC.

ARTICLE I: General

- 1.1 In these General Terms and Conditions the following definitions shall be applicable:
 - a) "PNP Orange LLC" shall mean PNP Orange LLC., registered address, Hungary, 8100 Várpalota, Fehérvári road 28-14 (Company registration number: 19-09-523631) Hungary, and any existing or future branch of PNP Orange LLC's main office of which the business data and terms and conditions are administered under the abovementioned company registration number.
 - b) "Customer" shall mean the contract party of PNP Orange LLC
 - c) "Products" shall mean the PNP®-branded extruded polystyrene foam boards (XPS) and all Products and side-Products, produced, offered and sold by PNP Orange LLC, including any combinations of Products such as insulation and fittings which are supplied by PNP Orange LLC as one integrated product.
 - d) "Agreements" are written agreements entered into with the PNP Orange LLC relating to the Products, like a Purchase- Sales Agreement. The written ORDER CONFIRMATION of PNP Orange LLC is considered as an agreement contract between the Customer and PNP Orange LLC in the exceptional event of spontaneous purchase and sale of the Products. All communications related to agreements are considered as valid through the email of PNP Orange LLC: sales@pnpinsulation.com, unless otherwise agreed
- 1.2 These General Terms and Conditions are applicable to all offers and agreements by PNP Orange LLC, unless deviated there from in writing. Customer accepts the applicability of these General Terms and Conditions by simple means of his order, regardless of whether Customer's own conditions would read differently. Any applicability of Customer's purchasing or other terms and

conditions is expressly rejected. Unless otherwise noted, the seller may amend or revoke a quotation within 30 days of its date.

- 1.3 Deviations from these General Terms and Conditions are only valid if expressly confirmed by PNP Orange LLC in writing.
- 1.4 Specific conditions in agreements in which these General Terms and Conditions have been declared applicable, prevail over these General Terms and Conditions.
- 1.5 To the extent that the Contractual Partner is a business operator, these conditions shall also apply to all future transactions with the Contractual Partner.
- 1.6 These General Terms have been drawn up for legal transactions between companies.

Article II. Offers, entering into force of the Agreement, supplied data, deviations

- 2.1 All offers are without engagement and are valid for maximum 4 (four) weeks from the date of issue, unless indicated otherwise. The agreement enters into force by means of dispatching the order confirmation by PNP Orange LLC. If for whatever reason the order confirmation is not dispatched, the entering into force of the Agreement is confirmed through the execution of it by PNP Orange LLC. The date of dispatch of the abovementioned order confirmation or, as the case may be, the date on which PNP Orange LLC starts executing the agreement, shall be the date the agreement enters into force.
- 2.2 In the event of a controversy, the Agreement takes precedence over other Terms & Conditions Agreement documents.
- 2.3 All data concerning the Product such as composition, colour, weight and the like, which are not laid down in written specifications by PNP Orange LLC, are merely indicative and therefore not binding for PNP Orange LLC. The same applies to shown or supplied samples.

- 2.4 If and to the extent specifications for the Products has been given by PNP Orange LLC, delivery shall take place according to these specifications. In all other situations, deviations from supplied or shown models and samples shall not give raise to claims, replacement, damage compensation or any other right.

Article III. Delivery terms, prices, price adjustments

- 3.1 Unless expressly agreed otherwise, all prices are based on delivery "EXW", ex works or warehouse, according to the definition of the Incoterms 2020 of the International Chamber of Commerce ICC, valid on delivery date. If and to the extent Customer is requesting PNP Orange LLC to arrange for transportation of the Product, for instance in case of emergency deliveries, all corresponding costs will be charged to Customer separately. All prices given by PNP Orange LLC are exclusive of turnover tax (VAT) and any other governmental levies on the sale and supply of the Product. Prices are inclusive of customary packaging material. If at Customer's request, specific packaging material is applied, all corresponding extra costs will be charged to Customer separately.
- 3.2 The Price of the Product is established in EURO currency. The parties may agree to pay in Hungarian Forint currency, in such case the currency rate of the Hungarian National Bank (MNB) valid on the performance date shall be applied.
- 3.3 If after entering into force of the agreement, one or more pricing factors undergo an increase, even if such is a result of foreseeable circumstances, PNP Orange LLC shall be entitled to adjust prices, accordingly, taking into account any possibly applicable laws or governmental regulations.

Article IV. Delivery, delivery time, partial delivery

- 4.1 Products are delivered in adequate packaging, taking into account the way of transportation to the place of destination. The Products are deemed to be delivered at the date they are put at Customer's disposal at PNP Orange LLC' works or warehouse.
- 4.2 Delivery times commence at the date of entering into force of the agreement or at the moment PNP Orange LLC has complied with all formalities, necessary for the proper execution of the agreement. PNP Orange LLC will do its utmost to comply with specified delivery dates, but such dates shall not be binding for PNP Orange LLC. Not meeting the delivery dates shall not entitle Customer to terminate the

agreement in whole or in part or to damage compensation, unless in case of gross negligence or willful intent on the part of PNP Orange LLC.

4.3 PNP Orange LLC shall be entitled to deliver in parts. In case of partial delivery Customer shall pay the related invoice as if it were an individual transaction.

4.4(a) If the Customer is at fault and cannot ship or receive Product when ready, PNP Orange LLC. may transport them to a storage facility, including storage at the place of manufacture, or to an agreed Product forwarder.

If PNP Orange LLC. stores the Product, the following rules shall apply:

(i) If title and risk of loss have not already passed to Customer, delivery shall be deemed to have occurred.

(ii) any amounts otherwise payable to PNP Orange LLC. upon delivery or shipment shall be due.

(iii) Customer will be charged 2% of the value of the Product; and

(iv) PNP Orange LLC. shall make the Product and repaired equipment available to Customer when the conditions permit and upon payment of all amounts due.

(b) In the event of non-delivery, the PNP Orange LLC.'s obligation is limited to replacing the Product within a reasonable timeframe or revising the invoice to reflect the actual quantity supplied.

(c) Each individual order or request shall be subject to the agreement on delivery deadlines by the Purchase Order and Order Confirmation (OC).

(d) If PNP Orange LLC. is prevented from fulfilling its' delivery obligations due to force majeure, industrial action, lockout, employee or energy shortages, lack of transport possibilities, traffic disruption and operating malfunctions, days of bad weather, pandemics, epidemics or other unforeseeable events which could not be avoided despite reasonable precautions, regardless of whether they occur within the interest sphere of the PNP Orange LLC, or with the suppliers of PNP Orange LLC., the delivery period shall be extended by the duration of the obstruction, as well as an appropriate start-up time after the end of the obstruction, if PNP Orange LLC. did not cause the obstruction intentionally or through gross negligence. This shall not be associated with a change in the burden of proof at the Contractual Partner's expense.

(e) Where possible, agreed delivery dates shall not be exceeded, but in case of unforeseeable events listed in section (d) shall exempt PNP Orange LLC.

from timely fulfilment, without restriction of right to subsequent delivery, as well as from all claims for compensation, loss of profit or default penalties arising due to delayed deliveries or deliveries not carried out.

ARTICLE V. Retention of title

5.1 Notwithstanding the passing of risk with respect to the Product according to the delivery condition EXW as mentioned in article 3.1, PNP Orange LLC reserves title in all Products delivered to Customer for the time Customer has not, or not yet fully paid any amount due to PNP Orange LLC regarding:

- a counter obligation by Customer resulting from the agreement or a similar agreement or regarding work performed by PNP Orange LLC for Customer according to a comparable agreement.
- a breach of contract by Customer in the prevailing or a similar agreement.

5.2 As long as title in the Product has not passed to Customer, Customer shall, other than in the normal course of its business and without written permission of PNP Orange LLC, not be entitled to alienate, encumber, pledge or in any other way bring the Product within the power of third parties.

Article VI. Payment, credit collection

(a) The price of the Product must be paid for in advance, unless otherwise stipulated by the order confirmation. The order confirmation stipulates the payment arrangements for consignment.

(b) Payment for a consignment of Product is made by crediting the bank account of PNP Orange LLC bank with the entire amount invoiced.

(c) The Parties shall bare their own bank costs.

(d) The Customer must indicate the reference number and dater of the order confirmation, and invoice number when transferring the purchase price of the Product.

e) In the event of default, even in the event of default in payment through no fault of the PNP Orange LLC., the PNP Orange LLC. shall claim default interest in the amount of the base interest rate of the Hungarian National Bank plus a surcharge yearly 8 % interests as well as collection costs of a lump sum of € 180.00 as well as the incurred collection expenses including solicitor's intervention costs.

In the case of a monetary debt denominated in a foreign currency (EURO), the rate of interest is the base interest rate determined by the issuing central bank for the given currency, or, if there is none, the money market interest rate. Plus, surcharge of 8 % yearly interests.

f) The Contractual Partner shall not be entitled to withhold any payments due to counterclaims or as offset of the claims of PNP Orange LLC. unless they indicate the assertion of the right of retention or the intended offset one month before the claim becomes due. The Contractual Partner shall moreover only be entitled to exercise a right of retention to the extent that counterclaim of the Customer is based on the same contractual relationship.

(g) If the Contractual Partner is in default with an agreed payment or other service, or should we become aware of a deterioration in their financial circumstances, suspension of payments, application for moratorium, insolvency proceedings or execution becomes known, we shall be entitled, subject to the assertion of other claims, to declare all invoices from the invoice date due and to withdraw from all contracts. In the event of continuation of the contract, we can withhold further deliveries or services from ongoing contracts and demand advance payments until complete fulfilment of all obligations of the Contractual Partner.

(h) If the Contractual Partner fails to comply with contractual obligations, in particular in the event of the occurrence of the loss of a deadline, PNP Orange LLC shall be entitled to remove any Product subject to retention of title from the Customer 's custody ourselves, if necessary, by opening seals; in this case, the Contractual Partner shall waive any right it may have to bring an action for disturbance of possession under this title and the objection that the Product subject to retention of title are necessary for the maintenance of its business. PNP Orange LLC accepts this waiver. Such a measure only serves to ensure safety. All related costs shall be borne by the Contractual Partner.

i) PNP Orange LLC. reserves the right to accept bills of exchange and may reject cheques if there are reasonable doubts regarding coverage. Acceptance shall only ever be conditional. Discounting and collection fees and all other costs shall be charged to the Contractual Partner and shall be payable immediately in cash. PNP Orange LLC. shall not be obligated to issue timely submissions, protests, etc.

Article VII. Entrance inspection, claims

7.1 At delivery of the Products, Customer shall perform an entrance inspection. If a difference in quantity between the ordered and delivered Products or any damage is established, Customer shall make pertaining

reservations with the forwarder, in absence of which any claim against PNP Orange LLC shall be null and void, and Customer shall inform PNP Orange LLC immediately of the results.

- 7.2 Claims concerning directly visible defects in the Products as well as claims which can be established through superficial examination or simple checking, must be reported to PNP Orange LLC within 7 (seven) working days, in absence of which Customer shall be deemed to have accepted the concerned Products. In such case, PNP Orange LLC shall not be liable for any claim in this respect.
- 7.3 Claims concerning defects which can only be established through in-depth investigation, testing and the like, must be filed in writing with PNP Orange LLC immediately after establishment, but at any rate within the warranty period as specified in article 7.2, in absence of which PNP Orange LLC shall not be liable for any claim in this respect.
- 7.4 Claims concerning minor deviations in size, weight, colour, clearness and quality of the Products, which are deemed acceptable in the branch or cannot be avoided from a technical point of view, will not be accepted.
- 7.5 Customer shall at all times keep at least 90% (ninety percent) of the Products concerning which a claim has been filed, available for inspection. In case of claims, processing or further delivery of the concerned Products shall only take place after prior written approval by PNP Orange LLC.

ARTICLE VIII. Warranty

- 8.1 The PNP Orange LLC warrants that the Product made by the PNP Orange LLC match the PNP Orange LLC's specifications at the time of sale. PNP Orange LLC provides no other assurance for the Product and disclaims any express or implied warranties, including the implied warranties of merchantability and fitness for a particular purpose. This warranty disclaimer cannot be altered.
- 8.2 During a period of 2 (two) years from the date of delivery as mentioned in article 4.1, PNP Orange LLC warrants the quality of the Products in the sense that they have been manufactured with the required craftsmanship and that during manufacture the correct or prescribed raw materials have been used. If and to the extent PNP Orange LLC has applied products or semi-products from suppliers, the warranty with respect to such products shall be equal to the warranty such suppliers will offer to PNP Orange LLC, taking into account that the warranty period shall under no circumstances be longer than the abovementioned 2 (two) years.

8.3 If a warranty claim appears to be valid, PNP Orange LLC shall, at its own discretion,

- (i) take the concerned Products back and replace same with Products of good quality at its charge, or
- (ii) credit Customer the invoice value of the concerned Products or
- (iii) can grant a price reduction or account it to the value of the next shipment.

Returning the Products can only take place after prior written authorization from PNP Orange LLC. Product returns shall be made in packaging which adequately protects the Products against transport damage.

8.4 Establishing a defect in part of the delivered Products does not entitle Customer to refuse all delivered Products. Payment obligations of Customer are not postponed by claims of whatever nature.

8.5 Any warranty becomes null and void in case, at the judgment of PNP Orange LLC, the defect results from:

- (i) misuse or
- (ii) any use contrary to the purpose of the Product.

PNP Orange LLC shall only assume liability for processing or consulting instructions or similar in writing for whatever legal reason if these instructions are binding and in writing and relate to a specific construction project of which all the relevant details are known to PNP Orange LLC. are given. In any case, the contractual partner remains obliged.

ARTICLE IX. Liability, Product Liability, hold harmless

9.1 To the legally permissible extent, PNP Orange LLC. shall not be liable to the Contractual Partner for material damage incurred through cases of product liability. The Contractual Partner shall be obligated to cooperate in all matters pertaining to product liability law, in order to avert or reduce damage.

This means that the PNP Orange LLC. must be notified immediately of any issues perceived by the Contractual Partner, or perceived or communicated by their Contractual Partners, which result from product liability-related causes.

- a) Should the PNP Orange LLC. decide to offer a product return, the Contractual Partner shall be obligated to stop selling the Product designated by the PNP Orange LLC. with immediate effect and to cooperate in the exchange of the returned Product for new Product.

PNP Orange LLC. shall replace the returned Product as quickly as possible with Product of equivalent value. Claims of the Contractual Partner from such return actions shall be explicitly excluded.

- b) Any liability according to other legal regulations, beyond the obligation to pay compensation in accordance with the Hungarian Product Liability Act, shall concern PNP Orange LLC. only if intent or gross negligence on our part can be proven. In any case, a prerequisite for PNP Orange LLC liability is that the Contractual Partner or any of their customers have complied with all warnings, usage instructions and other product declarations, etc. The Contractual Partner is furthermore obligated to notify the end user of these warnings and other instructions in their full and current version, where possible in the written form.
- c) Should the Contractual Partner collect the Product from the PNP Orange LLC. themselves, complaints/reports of any defects must be made immediately.
- d) If the Contractual Partner fails to provide a notice, the Product shall be deemed to have been approved, unless the defect was not visible at the time of examination. In the event that such a defect is found at a later point, the Customer must provide notification immediately on discovery; otherwise, the Product shall be deemed to have been approved even in consideration of this defect.

The Product must not be used until final, mutual written or legal declaration under exclusion of the liability of PNP Orange LLC. and must be stored by the Contractual Partner in such a way that damage is ruled out.

- e) All warranty claims are limited in amount to the value of the defective Product delivered by the PNP Orange LLC.

9.2 Without prejudice to PNP Orange LLC's liability under any applicable legal provision, PNP Orange LLC's liability shall be expressly limited to the fulfillment of its warranty obligations or the warranty obligations which suppliers have towards PNP Orange LLC. Each and every liability arising out of- or related to any from of direct-, indirect- or consequential damage is expressly excluded.

9.3 Customer shall hold PNP Orange LLC harmless from any and all claims of third parties with respect to damages for which PNP Orange LLC is not liable according to the provisions of these General Terms and Conditions.

Article X. Privacy, Data Protection

10.1 By placing an order, the Customer accepts, that for the justification and execution as well as for the completion of the orders, PNP Orange LLC may collect, store, change, transmit and use personal data for the fulfilment of their own business purposes using data processing systems.

Article XI. Other provisions

11.1. PNP Orange LLC shall be entitled to invoke force majeure which is understood to mean any circumstances which interfere with the execution of the agreement, and which are not attributable to PNP Orange LLC. Force majeure includes but shall not be limited to strikes, occupations, a shortage of material, equipment or services, required for the fulfilment of the contractual obligation, unforeseeable stagnations at suppliers or other third parties on whom PNP Orange LLC depend on and all other matters and facts which are beyond PNP Orange LLC's control.

11.2. Hungarian Law is applicable to all legal relationships to which these General Terms and Conditions apply and to all agreements resulting there from. To the extent not expressly deviated there from in these General Terms and Conditions, the provisions of the Vienna Treaty of April 11, 1980 (Convention on the International Sale of Goods) shall also be applicable.

11.3. All disputes between PNP Orange LLC and Customer –including those which are only considered as such by one of the parties- shall be judged by the competent Court of Szekesfehervár, Hungary

11.4 The General Terms and Conditions in effect is considered with the content published on the official site of PNP Orange LLC. which is www.pnpinsulation.com.

11.5 PNP Orange LLC. reserves the right to modify the General Terms and Conditions. In such case, the amended text shall apply to the purchase orders placed after the day of publication.