

ATT GROUP | BUSINESS-TO-BUSINESS TERMS

Standard Conditions of Supply

For ATT-Holding Kft and all direct and indirect subsidiaries

Principal company	ATT-Holding Kft
Registered office	Kossuth Lajos utca 14-16, 1. em. 2., 1053 Budapest, Hungary
Tax number	33102355-2-41
Company registration	Cg.01-09-459207
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LEGAL REVIEW STATUS

Professional B2B draft prepared for Hungarian legal review. Do not publish, incorporate into contracts or remove this notice until Hungarian counsel has confirmed the company particulars, group-company mechanism, liability allocation, payment terms and jurisdiction clause.

Group use and contracting entity

These Conditions are issued by ATT-Holding Kft for use by itself and each of its direct or indirect subsidiaries (the 'ATT Group'). In every transaction, the ATT Group company identified in the applicable quotation, order confirmation or purchase order is the sole contracting Seller. No other ATT Group company assumes joint, several, guarantee or other liability merely because these Conditions are group-wide.

Commercial notices: info@acrylictape.tech

1. Scope, business customers and definitions

These Standard Conditions of Supply apply exclusively to transactions with persons acting in the course of a trade, business, craft or profession and do not apply to consumers. They govern every quotation, sale, supply of goods, converting service, technical service, sample, prototype and related service by the ATT Group company identified in the Order Confirmation (the 'Seller') to the customer identified there (the 'Customer').

Order means the contract formed by the Seller's written order confirmation together with the incorporated documents. 'Goods' includes adhesive tapes, rolls, spools, die-cuts, laminates, primers, cleaners, samples, prototypes and related deliverables.

References to 'including' are without limitation. A reference to writing includes email and another durable electronic record.

2. Contract formation and order of precedence

A Customer order is an offer. A contract is formed only when the Seller issues a written Order Confirmation or starts performance with clear intent to accept. Quotations are invitations to treat and expire after 30 days unless stated otherwise.

In case of conflict, the following order applies: (a) a separately signed framework or quality agreement; (b) the Order Confirmation; (c) the Seller's quotation; (d) these Conditions; and (e) any technical specification expressly accepted by the Seller. Customer terms are rejected and do not apply, even if the Seller does not object to them separately.

3. Group companies

These Conditions may be used by any ATT Group company. Only the Seller named in the Order Confirmation is a party to the Order and responsible for its performance. ATT-Holding Kft may coordinate commercial, technical or administrative matters without becoming a party, guarantor or co-obligor.

The Seller may use another ATT Group company or qualified subcontractor to perform manufacturing, converting, logistics, testing or administrative activities while remaining responsible for its own contractual obligations.

4. Product information, samples and technical support

Technical data, brochures, drawings, samples, test results and recommendations describe typical or indicative performance unless the Order expressly states a guaranteed specification. Values may vary within customary manufacturing tolerances and with substrate, surface preparation, geometry, pressure, temperature, dwell time, ageing and operating conditions.

Samples and prototypes are supplied for evaluation only. The Customer must perform production-representative qualification before serial use. Technical support does not transfer responsibility for

product design, material selection, regulatory qualification or fitness for the Customer's particular application unless expressly agreed in a signed development agreement.

5. Specifications and changes

The Goods must conform in all material respects to the specification expressly identified in the Order Confirmation. The Seller may make changes that do not materially reduce agreed performance, including changes required for safety, compliance, availability or manufacturing continuity.

Customer-requested changes require the Seller's written acceptance and may affect price, minimum quantity, tooling, qualification, delivery date and cancellation charges.

6. Prices, taxes and currency

Prices are those in the Order Confirmation, stated in the specified currency and exclusive of VAT, sales tax, customs duties, levies, freight, insurance, special packaging and bank charges unless expressly included.

If a confirmed delivery is more than 90 days after contract formation, the Seller may adjust the price to reflect documented increases in raw material, energy, labour, transport, duty or regulatory costs beyond its reasonable control. The Customer may cancel the unperformed affected quantity within 10 days after notice if the increase exceeds 8 percent.

7. Payment

Unless the Order Confirmation states otherwise, invoices are due without set-off or deduction within 30 calendar days after the invoice date. The Seller may invoice on dispatch, completion of a service, completion of an agreed milestone or when Goods are made available following Customer delay.

Late amounts bear the statutory late-payment interest applicable to commercial transactions under Hungarian law, together with the statutory fixed recovery amount and reasonable additional recovery costs. The Customer may set off only claims finally adjudicated or expressly acknowledged in writing by the Seller.

The Seller may require advance payment, a bank guarantee, credit insurance or other security if credit information or payment history reasonably indicates increased risk.

8. Delivery, Incoterms and partial deliveries

The delivery term and named place are stated in the Order Confirmation. If none is stated, delivery is FCA the Seller's dispatch facility (Incoterms® 2020 Rules). Delivery dates are estimates unless expressly stated to be fixed. The Seller may make reasonable partial deliveries and invoice them separately.

The Customer must provide forecasts, call-offs, approvals, artwork, packaging instructions, import information and other dependencies in time. A delay caused by the Customer extends the delivery schedule and entitles the Seller to recover reasonable storage, rescheduling and handling costs.

9. Risk, title and retention of title

Risk passes in accordance with the agreed Incoterms® Rule or, if none is stated, on delivery under FCA. Title passes only when the Seller has received full payment of all amounts due under the Order and, to the maximum extent permitted by law, all other due amounts in the commercial relationship.

Until title passes, the Customer must identify and protect the Goods, maintain appropriate insurance and must not pledge or grant security over them. If the Customer processes or resells the Goods in the ordinary course, the Seller's retained-title rights extend to the resulting product or receivable to the extent permitted by mandatory law.

10. Packaging, quantities and tolerances

The Seller uses standard commercial packaging unless special packaging is agreed. Reusable packaging remains Seller property unless sold. The Customer is responsible for lawful disposal or recycling of packaging after delivery.

For customised, slit, converted or made-to-order Goods, commercially reasonable over- or under-delivery and dimensional tolerances apply as stated in the specification or, if unstated, customary industry tolerances. The Customer pays for the quantity actually delivered within those tolerances.

11. Inspection, acceptance and claims

The Customer must inspect quantity, identity, packaging condition and externally visible defects promptly after delivery. Claims for visible shortages, transit damage or non-conformity must be made in writing with photographs, batch numbers and supporting detail within 10 business days after delivery. Latent defects must be notified within 10 business days after discovery and before expiry of the warranty period.

Failure to give timely notice waives the claim to the extent permitted by mandatory law. The Customer must preserve affected Goods and permit reasonable investigation; no return is permitted without a return authorisation.

12. Warranty

The Seller warrants for 12 months after delivery, or the shelf-life stated on the product label if shorter, that the Goods materially conform to the agreed specification when stored, handled and used in accordance with Seller documentation.

The warranty does not cover normal ageing, improper storage, expired shelf life, contamination, unsuitable substrates, incorrect surface preparation, insufficient application pressure, incompatible chemicals, exposure outside agreed limits, unauthorised modification, Customer design, misuse or use before successful application qualification.

For a valid warranty claim, the Seller may at its option reperform the affected service, repair or replace affected Goods, or credit/refund their net price. These are the Customer's exclusive contractual remedies for non-conformity, subject to mandatory law.

13. Customer application responsibility

The Customer is responsible for determining whether the Goods are suitable for the intended application, production process, substrates, service environment and applicable legal requirements. The Customer must conduct adequate tests on representative production parts and maintain validated application controls.

The Customer must not use the Goods in medical implants, life-support, aviation flight-critical, nuclear safety, or another application where failure may reasonably cause death, serious personal injury or catastrophic damage unless the Seller has expressly approved the specific application in a signed agreement.

14. Regulatory and safety compliance

Each party must comply with laws applicable to its role. The Seller supplies safety data, declarations or compliance documents expressly agreed for the Goods. The Customer is responsible for laws applicable to its finished product, market placement, labelling, end-use claims and customer-specific restricted-substance requirements not expressly accepted by the Seller.

The Customer must promptly provide information reasonably required for product safety, traceability, regulatory enquiries, corrective action or recall.

15. Intellectual property and tooling

Each party retains its pre-existing intellectual property. The Seller retains all rights in manufacturing know-how, formulations, constructions, processes, test methods, software, drawings and improvements developed independently or in performing the Order, except for Customer materials and specifically commissioned deliverables expressly assigned in writing.

Seller-funded tooling remains Seller property. Customer-paid dedicated tooling remains in the Seller's custody and may be used only for the Customer, subject to reasonable maintenance, replacement and storage terms. No licence is granted except the limited right to use the Goods as intended.

16. Confidentiality

A receiving party must protect non-public technical, commercial and business information with at least reasonable care, use it only for the transaction and disclose it only to personnel, advisers and subcontractors who need it and are bound by confidentiality. This duty does not cover information demonstrably public, already lawfully known, independently developed or lawfully received without restriction.

Confidentiality continues for five years after the last Order; trade secrets remain protected while they qualify as trade secrets. Required legal disclosure is permitted after prompt notice where lawful.

17. Data protection

Each party acts as an independent controller for business-contact personal data it processes for quotations, Orders, delivery, compliance and relationship management. Each party must provide required privacy information and comply with applicable data-protection law, including Regulation (EU) 2016/679 where applicable.

If one party processes personal data on behalf of the other, the parties must execute a compliant data-processing agreement before that processing begins.

18. Force majeure

Neither party is liable for delay or failure caused by an event beyond its reasonable control that could not reasonably be avoided, including natural disaster, fire, epidemic, war, terrorism, civil disturbance, government action, sanctions, cyber incident despite reasonable safeguards, labour disruption, utility interruption, transport disruption or critical raw-material shortage.

The affected party must notify the other promptly, mitigate reasonably and resume performance when practicable. The Seller may allocate scarce capacity among customers on a reasonable basis. Either party may terminate the affected unperformed part if the event continues for more than 90 days. Payment obligations for completed performance are not excused.

19. Limitation of liability

To the maximum extent permitted by law, neither the Seller nor another ATT Group company is liable for lost profit, lost revenue, loss of production, loss of contract, loss of goodwill, data loss, recall cost not caused by a proven defect, or any indirect, incidental, special, exemplary or consequential loss.

The Seller's aggregate contractual and non-contractual liability arising from an Order is limited to 100 percent of the net price paid or payable for the Goods or services giving rise to the claim under that Order.

Nothing limits liability that cannot lawfully be limited, including liability for death or personal injury caused by negligence, fraud, wilful misconduct, gross negligence where exclusion is prohibited, or mandatory product liability. The limitations apply to ATT Group companies, officers, employees and subcontractors as third-party beneficiaries to the extent permitted by law.

20. Indemnity for Customer-controlled matters

The Customer must indemnify the Seller and relevant ATT Group companies against third-party claims to the extent caused by the Customer's product design, unapproved claims or instructions, failure to qualify the application, combination with other materials, modification, misuse, regulatory breach or

infringement by Customer-supplied content, except to the extent caused by the Seller's breach or negligence.

21. Suspension and termination

The Seller may suspend performance or terminate an affected Order by written notice if the Customer fails to pay when due, materially breaches and fails to cure within 10 business days after notice, becomes insolvent, enters restructuring or liquidation, ceases business, or presents a material credit, sanctions or compliance risk.

On termination, the Customer must pay for completed Goods, work in progress, non-cancellable commitments, dedicated materials and reasonable wind-down costs. Rights accrued before termination and provisions intended to survive remain effective.

22. Cancellation and rescheduling

The Customer may cancel or reschedule only with the Seller's written agreement. For standard stocked Goods, the Seller may accept cancellation subject to restocking and logistics costs. Custom, converted, printed, private-label or otherwise made-to-order Goods are non-cancellable after material commitment or production start, except on payment of completed work, committed material and reasonable lost contribution.

23. Export controls, sanctions and anti-bribery

Each party must comply with applicable export-control, customs, sanctions and anti-bribery laws. The Customer must not sell, export, re-export, transfer or use Goods in violation of those laws or for prohibited end users or end uses. The Seller may refuse or suspend performance where reasonably necessary for compliance and is not liable for resulting delay.

24. Notices

Operational notices may be sent to the contacts stated in the Order. Formal notices of breach, termination or legal claim must be in writing and sent by tracked courier to the registered office of the contracting party, with a copy by email. Notices to the ATT Group should be copied to info@acrylctape.tech. Email alone is sufficient for routine commercial communication but not for service of court proceedings.

25. Governing law and jurisdiction

The Order and all contractual and non-contractual obligations arising from it are governed by Hungarian law, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

The courts having subject-matter jurisdiction in Budapest, Hungary have exclusive jurisdiction, except that the Seller may seek interim, protective or debt-recovery relief in any competent jurisdiction.

26. General

The parties are independent contractors. Neither party may bind the other. The Customer may not assign an Order without the Seller's consent; the Seller may assign to an ATT Group company or in connection with financing, reorganisation or transfer of the relevant business. No failure or delay is a waiver. If a provision is invalid, it is modified to the minimum extent necessary and the remainder continues.

Amendments require a written record accepted by authorised representatives. Rights and remedies are cumulative. The English-language version governs. Headings aid navigation only. These Conditions may be updated prospectively; the version incorporated into an Order remains applicable to that Order. Incoterms® is a trademark of the International Chamber of Commerce (ICC); reference to the Incoterms® 2020 Rules does not imply ICC approval or sponsorship.

Document control

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