ATT GROUP | BUSINESS-TO-BUSINESS TERMS

Standard Purchasing Conditions

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 Do not publish, incorporate into contracts or remove this notice until Hungarian counsel has confirmed the company particulars, group-company mechanism, liability allocation,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 Buyer. 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 suppliers and definitions

These Standard Purchasing Conditions apply to every purchase of goods, materials, components, tooling, equipment, software, services, development work and other deliverables by the ATT Group company identified in the purchase order (the 'Buyer') from the supplier identified there (the 'Supplier'). They apply only to business transactions and not to consumer purchases.

Purchase Order or PO means the Buyer's purchase order together with documents incorporated by reference. 'Deliverables' includes all goods, services, documents, data, software, tooling, samples, prototypes and work product to be supplied.

Only the Buyer named in the PO is a contracting party. ATT-Holding Kft may coordinate group procurement without becoming a guarantor or co-obligor.

2. Acceptance and precedence

A PO is the Buyer's offer. The Supplier accepts by written acknowledgement, starting performance or failing to object within five business days. Acceptance is limited to the PO. Supplier terms are rejected and do not apply despite any quotation, acknowledgement, invoice, portal entry or delivery note.

Conflict priority is: (a) a separately signed framework, development or quality agreement; (b) the PO; (c) specifications and drawings identified in the PO; (d) these Conditions. A deviation is effective only if expressly accepted in writing by the Buyer.

3. Group-company purchasing

These Conditions are issued for use by ATT-Holding Kft and all direct and indirect subsidiaries. Each PO creates obligations only between the Supplier and the Buyer named in that PO. No ATT Group company has joint, several or guarantee liability merely because procurement is group-coordinated.

The Buyer may nominate another ATT Group company to receive Deliverables, administer quality or pay an invoice without transferring the Buyer's contractual rights or obligations unless expressly agreed.

4. Supplier obligations

The Supplier must provide Deliverables that are new, merchantable, free from defects and liens, fit for the disclosed purpose, conform to the PO and all applicable specifications, samples, drawings, laws and recognised industry standards, and are supplied with competent personnel and professional care.

The Supplier is responsible for all resources, permits, licences, personnel, supervision and subcontractors needed for performance. No subcontracting of a material obligation is permitted without the Buyer's prior written approval. Approval does not release the Supplier.

5. Specifications, forecasts and changes

Forecasts are planning information only and are not commitments unless the PO expressly states otherwise. The Supplier must maintain capacity consistent with accepted POs and agreed forecasts.

The Buyer may issue reasonable written changes to quantity, design, specification, packaging, delivery sequence or place. The Supplier must continue unaffected work and promptly submit a substantiated adjustment request. No adjustment applies unless agreed in writing before the changed work is performed.

The Supplier must not change raw materials, formulation, source, manufacturing location, process, tooling, inspection method, packaging, software, critical subcontractor or regulatory status without prior written approval and sufficient requalification notice.

6. Prices and taxes

PO prices are firm, in the stated currency and include all costs of performance, packaging, labelling, documentation, testing, duties and delivery to the stated place except VAT or another transaction tax separately stated as legally required. No surcharge is valid without the Buyer's prior written acceptance.

The Supplier warrants that prices are no less favourable than prices offered to comparable customers for comparable volume, quality, delivery and commercial conditions. The Supplier must promptly pass through cost reductions arising from approved value engineering or agreed index decreases.

7. Invoices and payment

A valid invoice must quote the PO number, Buyer legal name, line item, quantity, delivery note, tax information and bank account verified through the Buyer's anti-fraud process. The Supplier must not invoice before delivery or completion unless the PO authorises milestones.

Unless the PO states otherwise, undisputed valid invoices are payable within 60 calendar days after the later of receipt of a correct invoice and receipt or acceptance of the Deliverables, subject to mandatory late-payment law. The Buyer may withhold disputed amounts while paying undisputed amounts.

The Buyer may set off any due amount owed by the Supplier or an affiliated entity where permitted by law. Payment does not constitute acceptance or waive a claim. Bank-detail changes require independent verification; the Buyer is not responsible for loss caused by fraudulent instructions not produced by its own breach.

8. Delivery and time

Time, quantity and sequence are of the essence. The Supplier must immediately notify any actual or threatened delay, its cause, impact and recovery plan. Notice does not excuse delay.

The delivery term in the PO applies. If none is stated, delivery is DDP the Buyer's named delivery address (Incoterms® 2020 Rules), excluding import VAT recoverable by the Buyer. Partial or early delivery requires consent. The Buyer may reject, return or store unauthorised excess, early or partial deliveries at the Supplier's risk and cost.

For delay, the Buyer may require expedited transport at Supplier cost, obtain substitute supply, cancel affected quantities, recover direct incremental cost and exercise other remedies. Any agreed liquidated damages do not limit recovery except to the extent expressly stated.

9. Packaging, labelling and documents

The Supplier must package Deliverables to prevent damage and contamination, comply with environmental and transport rules, use agreed labels and include all required delivery, customs, origin, safety, traceability, test and conformity documents. Hazardous materials require prior disclosure and compliant safety data.

Packaging must be minimised, recyclable where practicable and free from restricted substances. Returnable packaging remains the Buyer's property where supplied by it and must be tracked and protected.

10. Title and risk

Title to Deliverables and work in progress paid for by the Buyer passes to the Buyer on payment or delivery, whichever occurs first, free of liens. Risk passes only on conforming delivery at the stated place and does not pass for rejected Deliverables.

The Supplier must identify, segregate and insure Buyer-owned materials, tooling and work in progress and may use them only for the PO. The Supplier bears the risk of loss while they remain in its custody.

11. Inspection, acceptance and rejection

The Buyer may inspect or test at any reasonable time, including at Supplier and approved subcontractor premises. Inspection, testing, source approval, payment or use does not constitute final acceptance or relieve the Supplier.

The Buyer may reject non-conforming Deliverables within a reasonable time after discovery, including latent defects. At the Buyer's choice, the Supplier must promptly repair, replace, reperform or refund, and reimburse reasonable inspection, sorting, containment, transport, requalification and production-disruption costs caused by the non-conformity. The Buyer may perform urgent containment or correction at Supplier cost after reasonable notice where practicable.

12. Quality management and audit

The Supplier must maintain a quality-management system appropriate to the Deliverables and any system specified in the PO, such as ISO 9001 or IATF 16949. Records must provide lot and material traceability and be retained for the period stated in the PO or, if unstated, at least 10 years, and longer where automotive, safety or legal requirements apply.

On reasonable notice, the Buyer, its customer or a competent authority may audit relevant facilities, processes, records and approved subcontractors, subject to reasonable confidentiality and safety rules. The Supplier must implement corrective actions within agreed deadlines.

13. Warranty

The Supplier warrants that Deliverables conform to the PO, are free from design (where Supplier-responsible), material and workmanship defects, are fit for the disclosed purpose, comply with law and are supplied with good title.

Unless the PO or a signed warranty agreement states longer, the warranty continues for 24 months after final acceptance or 18 months after first use in the Buyer's customer product, whichever ends later, but not more than 36 months after delivery. Repaired or replaced Deliverables carry a new warranty for the longer of 12 months or the remaining original period.

The Supplier must provide timely root-cause analysis, containment and permanent corrective action using an agreed problem-solving method.

14. Product safety, recall and regulatory compliance

The Supplier must comply with laws and standards applicable to the Deliverables and their supply, including product safety, chemical, environmental, labour, transport, customs, export-control and market-surveillance obligations. Where applicable this includes REACH, CLP, RoHS, waste and packaging rules and customer-specific restricted-substance requirements accepted by the Supplier.

The Supplier must immediately notify the Buyer of a safety risk, regulatory investigation, reportable event, suspected non-compliance or defect that may affect supplied or similar Deliverables. It must cooperate fully in traceability, field action and recall. Costs are allocated according to responsibility, without limiting mandatory rights.

15. Business continuity and capacity

The Supplier must maintain proportionate business-continuity, disaster-recovery, cyber-security, contingency-capacity and supply-chain risk plans. On request it must provide non-confidential summaries and test material plans.

The Supplier must give prompt notice of an actual or threatened shortage, labour event, cyber incident, insolvency risk, loss of certification, ownership change or other event reasonably likely to affect supply. During shortage it must allocate available capacity fairly and must not disadvantage the Buyer compared with similarly situated customers.

16. Buyer property and tooling

All materials, equipment, tooling, dies, gauges, drawings, data and property supplied or paid for by the Buyer are Buyer property, must be clearly marked, segregated, maintained, insured and used only for Buyer work. The Supplier has no lien over Buyer property.

On request or termination, the Supplier must return Buyer property promptly in good condition, ordinary wear excepted, together with maintenance and location records. The Supplier must not move dedicated tooling to another site without approval.

17. Intellectual property

Each party retains pre-existing intellectual property. The Supplier grants the Buyer and ATT Group companies a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free licence to Supplier pre-existing intellectual property embedded in Deliverables to use, make, have made, maintain, repair, modify, sell and support the Deliverables and products incorporating them.

All specifically commissioned designs, drawings, software, documentation, inventions, improvements and work product created and paid for under the PO vest in the Buyer on creation to the extent permitted by law. The Supplier assigns those rights and will execute further documents. Supplier employees and subcontractors must have written obligations sufficient to give effect to this clause.

The Supplier warrants that Deliverables do not infringe third-party rights and must defend and indemnify the Buyer and its customers against infringement claims, except to the extent caused solely by a detailed Buyer design the Supplier was required to follow and warned could infringe.

18. Confidentiality and publicity

The Supplier must protect ATT Group non-public technical, commercial and business information, use it only for the PO and disclose it only to personnel and approved subcontractors with a need to know and equivalent written duties. Exclusions apply only to information demonstrably public, lawfully known, independently developed or lawfully received without restriction.

The duty continues for five years after the last PO, and for trade secrets while protected by law. The Supplier must not use ATT names, trademarks, images, project references or the existence of the relationship in publicity without prior written consent.

19. Data protection and information security

Each party must comply with applicable data-protection law for business-contact data. If the Supplier processes personal data for the Buyer, it must not begin until a compliant processing agreement and security requirements are in place.

The Supplier must maintain reasonable technical and organisational security controls and notify the Buyer without undue delay, and in any event within 24 hours, of a suspected incident affecting Buyer systems, confidential information or personal data, while preserving evidence and cooperating with response obligations.

20. Personnel, site rules and employment matters

Supplier personnel at ATT premises must comply with site safety, security, confidentiality and conduct rules. The Supplier remains solely responsible for employment, tax, immigration, social-security and supervision obligations and must ensure personnel are appropriately trained and authorised.

Nothing creates employment, agency, partnership or authority to bind the Buyer. The Supplier must promptly replace personnel who create a reasonable safety, security, competence or conduct concern.

21. Ethics, sustainability and trade compliance

The Supplier must comply with applicable anti-bribery, competition, sanctions, export-control, human-rights, modern-slavery, environmental and whistleblower-protection laws and must maintain proportionate policies and controls. It must not offer anything of value to influence an ATT Group decision.

The Supplier must provide origin, classification, preferential-status, carbon, recycled-content and responsible-sourcing information reasonably required for legal compliance or customer reporting. Materially false compliance information is a fundamental breach.

22. Insurance and indemnity

The Supplier must maintain insurance appropriate to its risks, including commercial general and product liability, employer liability, professional liability where relevant, cyber insurance where data or systems are involved, and motor insurance. On request it must provide evidence; insurance does not limit liability.

The Supplier must indemnify the Buyer, ATT Group companies and their customers against third-party claims, losses, recalls, property damage, death, injury, infringement and regulatory cost to the extent caused by Supplier breach, negligence, wilful misconduct or defective Deliverables. The indemnity is reduced to the extent caused by an indemnified party.

23. Liability and remedies

The Buyer's rights and remedies are cumulative and include cover purchase, repair, reperformance, refund, set-off, damages, injunctive relief and recovery of reasonable containment and enforcement costs. Any limitation in Supplier terms is rejected unless expressly accepted in a signed agreement.

Neither party excludes liability that cannot lawfully be excluded. The Buyer is not liable for indirect or consequential loss, lost profit or lost opportunity arising from a PO, except amounts properly included in a third-party claim caused by the Buyer's breach. The Buyer's aggregate liability is limited to unpaid amounts properly due under the affected PO, except for fraud, wilful misconduct or liability that cannot be limited.

24. Force majeure

A party is excused from delay caused by an event beyond reasonable control that could not reasonably be avoided, but only while affected and only if it gives prompt notice, uses all reasonable mitigation and activates continuity plans. Supplier labour shortages, subcontractor default, price increases and material shortages are not force majeure unless caused by a qualifying event and not reasonably preventable through approved alternatives.

The Buyer may source alternatives during the event and may terminate affected quantities without liability if the event continues for 30 days or threatens the Buyer's production or customer commitments. Payment obligations for accepted Deliverables are not excused.

25. Termination

The Buyer may terminate all or part of a PO for cause if the Supplier materially breaches and fails to cure within 10 business days after notice, repeatedly breaches, becomes insolvent, loses a required licence or certification, undergoes an unapproved change of control, or creates a material safety, sanctions, ethics or continuity risk. Immediate termination is permitted where cure is impossible or delay creates material risk.

The Buyer may terminate for convenience on written notice. In that case, the Buyer's liability is limited to the PO price for conforming completed Deliverables accepted plus reasonable, documented, non-cancellable direct work-in-progress cost incurred before notice, less mitigation and amounts already paid. No lost profit, overhead absorption or consequential amount is payable.

On termination the Supplier must stop as directed, protect Buyer property, transfer paid-for work and cooperate in orderly transition.

26. Assignment, subcontracting and change of control

The Supplier may not assign, novate, factor a disputed receivable, subcontract a material obligation or transfer control without the Buyer's prior written consent. The Buyer may assign to an ATT Group company, financier or successor to the relevant business.

The Supplier must notify the Buyer at least 60 days before a proposed change of control or material ownership change. The Buyer may terminate affected POs if the change reasonably creates competitive, compliance, security or continuity risk.

27. Notices

Routine notices go to PO contacts. Formal breach, termination or legal notices must be sent in writing by tracked courier to the contracting party's registered office, with an email copy. Notices to the Buyer should be copied to info@acrylictape.tech. Email alone is not service of court proceedings.

28. Governing law and jurisdiction

The PO 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 Buyer may seek interim, protective, intellectual-property or debt-recovery relief in any competent jurisdiction.

29. General

No waiver is effective unless written. 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. Clauses concerning confidentiality, IP, audit, warranty, indemnity, liability, records and accrued rights survive.

The English-language version governs. Headings aid navigation only. These Conditions may be updated prospectively; the version incorporated into a PO remains applicable to that PO. 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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