

SALES CONTRACT

The sales contract (hereinafter referred to as the „Contract”) is entered into by and between on the one hand:

Országgyűlés Hivatala (Office of the Hungarian Parliament)

having its registered office at the address of:

1055 Budapest, Kossuth tér 1-3. (VAT: 15300014-241)

Tax number: 10174902-2-41

Represented by: Dr. Mr. György Such Secretary General of the Office of the Parliament

as the BUYER (hereinafter the “Buyer”),

and on the other hand:

GLASBAU HAHN GmbH

having its registered office at the address of:

40-46 Gwinnerstraße

60388 Frankfurt am Main

Community tax number: 01423449529

Company registration number: HRB81643

Represented by: Dr. Ottmar Ernst, Chief Executive Officer

as the SELLER (hereinafter the “Seller”) (collectively the “Parties”)

in the matter of “**Purchase and maintenance of a crown display case (903/2024)**” on the undersigned date and place, under the following terms and conditions:

1. Subject of the Contract

- 1.1. The Seller undertakes the responsibility of delivering, installing, commissioning and training of the Buyer's operating personnel in accordance with the provisions of this contract of a display case (hereinafter the "display case"), including all its parts and accessories, as well as the right to use the necessary software, suitable for storing the Holy Crown and certain coronation insignia (scepter, orb, sword) owned by the Hungarian State that meets the technical requirements according to Annex 1.
- 1.2. The Parties state that the Seller undertakes the task to dismantle the currently existing display case, in the manner of preserving its current state, at the place of delivery and to transport it to the premises in the House of the Hungarian Parliament designated by the Buyer.
- 1.3. The Seller undertakes the complete maintenance of the display case during the warranty period for electric components according to point 6, which is necessary to maintain the guarantee and for its safe operation, in accordance with the relevant legal regulations and the manufacturer's instructions, as well as the repair of warranty defects of the display case.
- 1.4. The Seller is obliged to fulfil its obligations in first-rate manner and in impeccable quality.

2. Deadline for completion, duration of the contract

- 2.1. Delivery and installation of the display case to the site following a successful trial run, as well as the deadline for moving the display case to another room according to point 1.2. is 18 weeks from the signing of this contract.
- 2.2. The duration of the maintenance period equals to the duration of the warranty period for electric components as specified in point 6.
- 2.3. The Seller is entitled to early completion by the date agreed in advance with the Buyer with regard to the deadline specified in point 2.1.
- 2.4. The exact date of the fulfilment of the provisions 1.1-1.3. of point 1 shall be agreed upon by the Parties in advance.

3. Site, conditions and certification of completion

- 3.1. Site of completion: Building of the Hungarian Parliament (1-3. Kossuth tér, Budapest, 1055)
- 3.2. Requirements relating to the provisions of point 1.1.
 - 3.2.1. The Seller shall place the display case specified in point 1.1. in the Buyer's possession, and the relevant ownership right will be transferred to the Buyer (the Buyer acquires the ownership right in favour of the Hungarian State pursuant to Section § 2. (2) of the CVI Act of 2007 on State Property). The date of transfer of ownership equals to the date of payment of the purchase price specified in point 4.2., that due to the Seller based on the provisions of this contract.

- 3.2.2. The Seller is obliged to hand over the documents according to point 3.2.4. to the Buyer, as well as provide training on the operation of the display case, handed over under this contract, to 10 (i.e. ten) persons designated by the Buyer. The training must be of such a quality that the Customer's employees are able to operate the display case independently.
- 3.2.3. The verification of the contractual fulfilment of the provisions of point 1.1. is carried out with a trial run, which can be started after successful commissioning, and the duration of which is uninterrupted 72 hours. In the event of any failure or malfunction occurring during this period, the test operation must be repeated in its entirety, even several times if required.
- 3.2.4. With regard to the contents of points of 1.1. and 1.2., this contract is considered to be completed on the date of signing the handover protocol. The conditions for signing and issuing the certificate of completion are as follow:
- a. delivery, installation, commissioning and technical setting of the display case,
 - b. handing over the operating manuals, technical documentation and manufacturer's maintenance instructions in Hungarian language (soft or hard copy),
 - c. handing over the implementation plan (soft or hard copy),
 - d. certification document on the first review of electrical equipment, certification document on the review of standardization and protection against electric shock (contact protection protocol),
 - e. verification of the successful completion of the trial operation with a protocol,
 - f. protocol certifying the completion of the training held for the employees who are to operate the display cases,
 - g. handing over the display case's CE conformity certificate (soft or hard copy),
 - h. attachment of quality certificates of materials to be installed (soft or hard copy),
 - i. transfer of the display case to the premise specified in point 1.2. by the Buyer.
- 3.3. Requirements relating to the provisions of point 1.3.
- 3.3.1. The Seller is obliged to carry out the maintenance, inspection and inspection work necessary for flawless operation, and to eliminate any malfunctions in accordance with the provisions of point 7.
- 3.3.2. The Seller after the certified performance of the tasks specified in point 1.1. and during the entire duration of the warranty for electric components according to point 6, will provide a comprehensive maintenance service for the display case installed under this contract, taking into account the specifications in the manufacturer's maintenance manuals and the requirements of operational safety, according to the periods specified in the manuals. The Seller is obliged to perform the maintenance tasks at least once a year, if the manufacturer's maintenance instructions and regulations do not make this necessary more often. Regular maintenance includes the performance of all works necessary for functionality and

maintaining warranty, as well as the installation and use of materials. As part of the maintenance, the Seller's task, based on this contract, is to keep the delivered display case in working condition continuously, as well as check and adjust the display case.

- 3.3.3. Regular maintenance includes the performance of all works and the use of materials necessary for functionality and maintaining warranty.
- 3.3.4. The Seller assumes full responsibility for any damage resulting from improper performance of maintenance work.
- 3.3.5. The Seller is obliged to carry out maintenance and possible repairs primarily on site.
- 3.3.6. The verification of the completion of the maintenance and repair tasks specified in point 1.3. is done by taking into account the worksheets prepared and signed by the Seller, and by the completion certificate issued by the Buyer. The work sheets must indicate the work performed and any parts that may have been replaced. One copy of the worksheets belongs to the person authorized to certify the performance, as well as to the Seller.

4. Contract price

- 4.1. Pursuant to the current Contract, the Seller is eligible for a total payment of EUR 151.285 considering all its commitments. The Parties state that this purchase and services provided are considered an intra-European Community purchase, according to which the obligation to pay VAT rests with the Buyer.
- 4.2. The Seller, in return for the contractual, full and flawless performance of the provisions specified in points 1.1. and 1.2. is eligible for a compensation in the amount of EUR 147.335 due total.
- 4.3. The fee for the maintenance services defined in point 1.3., for the entire duration of the warranty defined in point 6 in total: EUR 3.950, which is paid annually – after the services are verified by the Buyer – in the amount of EUR 1.975 per year.
- 4.4. The fees indicated in point 4.3. include the cost of the materials used during the performance of maintenance services according to point 1.3. and also, the labour fees. As part of the warranty, repairs and possible replacement of parts are free of charge.
- 4.5. The unit prices and rates are contained in Annex 2 of this Contract.
- 4.6. Amounts contained in point. 4.1-4.5. include all the costs necessary for the performance of this contract, and there is no possibility to charge any other expenses, fees, or account for costs in addition to them, and they cannot be raised under any legal title during the duration of the contract.
- 4.7. The Seller declares that, when determining the price, he took into account all circumstances necessary for contractual performance.

5. Terms of payment

- 5.1. The Buyer has the financial cover for the consideration specified in this contract. Advance payment:

- 5.1.1. The Seller may request the payment of EUR 73.667 as a cash advance, which the Buyer must pay within 10 days after receiving the advance invoice submitted by the Seller.
- 5.2. With regard to points 1.1. and 1.2., the Seller is entitled to submit three invoices (one advance payment invoice, one invoice for partial implementation and one invoice for full implementation).
- 5.2.1. The Seller is entitled to submit the invoice for partial implementation after certified delivery of the display case to the sight of completion. This amount constitutes EUR 44.200.
- 5.2.2. The Seller is entitled to submit the invoice for full implementation with respect to the provisions of point 3.2.4.. The prerequisite for submitting the invoice is the existence of the certificate of completion issued on the basis of the handover protocol. This amount constitutes EUR 29.468.
- 5.3. With regard to point 1.3., the submission of the invoice to be done subsequently, once a year, after the verification of the services defined in point 3.3.6. for the given one year period.
- 5.4. The Buyer transfers the amount indicated on the invoices (invoice for partial implementation and invoice for full implementation) exclusively for the services specified in points 1.1. and 1.2., taking into account the provisions stipulated in § 6:130 Section (1)-(2) of the Act V of 2013 on the Civil Code (Ptk.), which are also reflected in § 135 Section (1) and (6) of the Law on Public Procurement, within 15 days of receipt of the invoice issued in Euro. The amount is to be transferred to the bank account of the Seller kept at Commerzbank AG bank IBAN: DE34 5004 0000 0660 1892 00 (SWIFT: COBADEFFXXX). The currency of the transfer is Euro.
- 5.5. The amount indicated on the invoices for the services specified in points 1.3. will be transferred by the Buyer, taking into account the provisions stipulated in § 6:130 Section (1)-(2) of the Act V of 2013 on the Civil Code (Ptk.), which are also reflected in § 135 Section (1), (5) and (6) of the Law on Public Procurement, within 15 days of receipt of the invoice issued in Euro. The amount is to be transferred to the bank account of the Seller kept at Commerzbank AG bank IBAN: DE34 5004 0000 0660 1892 00 (SWIFT: COBADEFFXXX). The currency of the transfer is Euro.
- 5.6. The name, address and tax number of the Buyer on the invoices should be stated as: Országgyűlés Hivatala (name) 1055 Budapest, Kossuth Lajos tér 1-3. (address), 15300014-2-41 (tax number). Mailing address for invoices is: Office of the Parliament, Technical Department, 1055 Budapest, Kossuth L. tér 1-3.
- 5.7. The Seller may also submit the invoice as an electronic invoice in accordance with the requirements contained in Annex 5 of this Contract.
- 5.8. In case of late payment, the Buyer shall comply with the § 6:155 of the Civil Code, and is obliged to pay default interest accordingly.
- 5.9. The Seller, pursuant to § 136 Section (1) of the Law on Public Procurement undertakes the following obligations:
- a) does not pay or account for costs in connection with the fulfilment of the Contract, which arise in respect of a company that does not meet the conditions stipulated in § 62 (1) point k) sub-points ka)-kb) of the Law

- on Public Procurement and which are suitable for reducing the taxable income of the Seller;
- b) during the entire duration of the Contract, the Seller makes his ownership structure known to the Buyer and the Buyer shall be notified immediately of transactions pursuant to § 143. Section (3).
- 5.10. By signing this contract, the Seller authorizes the Hungarian tax authorities to obtain the data relating to the Seller directly from the relevant tax authority without recourse to legal assistance between countries.

6. Warranty, guarantees

- 6.1. The Seller guarantees that the display case delivered on the basis of this Contract and the materials used are new, suitable for the intended use, and free from any kind of design, material or construction defects.
- 6.2. The Seller undertakes the guarantee in accordance with § 6:171.-6:173 of the Act V of 2013 on the Civil Code, for the faultless performance of the contract and for the materials used in the display case handed over to the Buyer, for the services performed by the Seller and its subcontractors and other contributors based on this contract, for the absence of errors and omissions, as well as the guarantee for compliance with the standards specified in this contract and its annexes, and also in the relevant legislation.
- 6.3. With regard to the display case installed by the Seller and handed over to the Buyer and the services and tasks performed under this Contract, the Seller undertakes
- 6.3.1. for all electric components (temperature control system, humidity control system, hydraulic lifters and illumination) 2 year warranty,
- 6.3.2. on the display case structure 10-year warranty
- 6.4. from the date the certificate of completion is signed according to point 3.2.4. The warranty and guarantee responsibility undertaken by the Seller does not relate to defects that result from non-compliance with the given manufacturer's instructions, improper use, vandalism, or natural disasters, in which case the Seller will provide the Buyer with a written proposal for the repair of the defect, followed by its written approval after which the error is cleared.
- 6.5. In case the Seller replaces a part or system elements based on its warranty obligations, the warranty period restarts for the replaced items from the date of replacement.
- 6.6. The Seller cannot be exempted from its warranty and guarantee obligations and responsibilities by referring to the improper performance of the maintenance tasks in respect of the period when the Seller is obliged to perform the maintenance tasks.
- 6.7. The warranty and guarantee obligations of the Seller under this Contract remain unchanged even if the Seller does not perform its maintenance tasks in accordance with the contract or in accordance with the regulations (failure to perform the maintenance tasks does not result in a loss of warranty).
- 6.8. Claims reported during the warranty period can also be asserted within 6 months after the end of the warranty period.

- 6.9. Regarding the warranty and guarantee obligations of the Seller, for issues not settled in this contract, the relevant provisions of the Act V of 2013 on the Civil Code must be applied accordingly.

7. Technical repair

- 7.1. During the test operation, the Seller is obliged to start repairing the technical failure detected by the Buyer immediately after the defect has been reported, and to do so in the shortest possible time. After troubleshooting, the test run must be continued in its entirety.
- 7.2. During the warranty period, the Seller is obliged to start the repair defects reported by the Buyer as follows:
- in the case of an error preventing basic operation, within 48 hours after reporting the error,
 - in the case of other errors, within 5 days after reporting the error..
- 7.3. The deadline for technical repair:
- in the case of technical repair without replacement of parts, 10 working days after the start of repair; in case of the defect of hydraulic lifters within the shortest time agreed by the parties,
 - in the case of repair requiring the replacement of parts, within the shortest technically justified deadline agreed by the parties.

If, for any reason, the time required for the repair exceeds 12 working days, the Seller is obliged to use a temporary bridging technical solution and thereby carry out work ensuring the intended, safe use and operation of the affected component(s) and system(s) within 15 working days from the notification of the defect.

- 7.4. If the Seller does not start fixing the error within the time specified in point 7.2. or does not complete the repair the error by the time specified in point 7.3., and does not provide a replacement device, the Seller is obliged to pay a time penalty according to point 8.2. The Buyer is also entitled to have the work not performed by the Seller performed by a third party at the Seller's expense and risk, and to invoice the Seller for the resulting costs. In the latter case, the Seller is obliged to transfer the fee to the Buyer's account within the deadline indicated on the invoice.
- 7.5. The Seller is obliged to carry out the repair both in terms of the material(s), component(s), system element(s) and the work performed, at his own expense and free of charge.

8. Compensations and penalties

- 8.1. The Seller is obliged to compensate the Buyer for all damages caused by him, his employees or other contributors. The Buyer may also assert damages exceeding the penalty against the Seller.
- 8.2. If the Seller fails to comply with the fulfilment of its obligation contained in point 1.1.-1.2. of this Contract by the deadline specified in the Contract due to a reason for which it is responsible, the Buyer is entitled to a late penalty

payment. The amount of the penalty per day after each calendar day of the delay is 0.5% of the compensation according to point 4.2, maximum 10 % of the compensation according to point 4.2. If the Seller does not comply with respect to the deadline specified in point 2.1. for more than 20 days, the Buyer may withdraw from this Contract or terminate the Contract with immediate effect.

- 8.3. The Buyer, from the expiration of the deadlines specified in points 7.2 and 7.3 of this Contract until the completion of the obligations stated in the same points, is entitled to a quality penalty equal to the penalty for delay according to point 8.2.
- 8.4. In case of delayed fulfilment of maintenance obligations, the amount of the penalty to be paid by the Seller is calculated from the end of the annual period affected by the delay, after each calendar day of the delay - until the day of fulfilment, which is 0.5% of the compensation according to point 4.3.
- 8.5. The Buyer is entitled to a failure penalty in the event that the fulfilment of this Contract fails in its entirety or partially due to reasons for which the Seller is responsible, including in particular cases where the Buyer legally withdraws from or terminates the contract due to the Seller's conduct, or the Seller refuses to perform without a legitimate reason or if the contract becomes impossible to fulfil. The amount of the penalty for failure - regardless of the date of the failure was stated - is 10% of the compensation in accordance with point 4.1.
- 8.6. The penalty charged due to delay or faulty performance becomes due on the day of the breach of Contract, the failure penalty on the day the present Contract is partially or fully terminated, or on the day the Buyer becomes aware of the failure.
- 8.7. Unreserved acceptance of any non-contractual performance on the part of the Buyer cannot be interpreted as a waiver of the claim or claims that the Buyer is entitled to as a result of the breach of contract.
- 8.8. The Buyer – in accordance with § 135. Section (6) of the Law on public Procurement - has the right to deduct (set off) the penalty claim and verified compensation claim from the submitted invoice (from the amount to be paid on the invoice).

9. Cooperation and notification

- 9.1. The contracting Parties undertake to cooperate with each other in order to fulfil this Contract, and in this Contract they authorize the following persons to represent the Parties in decisions, declarations and measures related to the fulfilment of the Contract, and when signing the handover protocol. Authorized representatives of the parties entitled to make statements and take measures:

9.1.1. The authorized representative of the Buyer:

Person with decision-making and declaration authority, authorized to sign the handover protocol and certificate of completion:

Mr. Emil Bakos Director General for Finance and Operations

Phone number: + 36 14414110 Email address: emil.bakos@parlament.hu

Designated contact person for professional matters:

Mr. László Polyák

Phone number: + 36 1441 4147 Email address: laszlo.polyak@parlament.hu

9.1.2. The authorized representatives of the Seller:

In contractual matters/Professional matters /Report of errors: Sebastian Stefan Irimia

Phone number:+49 157 85034205 Email address: sebastian.irimia@glasbau-hahn.de

- 9.2. The representatives of the Parties are entitled and obliged to take all measures and declarations necessary for the fulfilment of the Contract, which do not conflict with the provisions of this Contract and its Annexes, and do not qualify as amendments or additions to the Contract.
- 9.3. The parties are obliged to notify each other immediately in writing of changes to the named persons or their data. A change in the notified persons does not constitute an amendment to the contract.
- 9.4. The designated persons shall record all communications, actions and decisions regarding this contract between themselves in writing.
- 9.5. The Contracting Parties shall send notifications and declarations to the other party in writing, by registered mail, by postal services or by electronic mail. Essential communications related to contractual issues and performance cannot be effectively made by electronic mail. In the case of an electronic letter, the receipt must be confirmed.
- 9.6. The postal item is considered delivered on the date of delivery. In the case of a declaration sent by electronic mail, the correspondence shall be considered delivered immediately at the time of confirmation, failing of which, on the first working day after sending, and with immediate effect in the case of personal delivery.

10. Other agreements regarding the fulfilment of the Contract

- 10.1. With regard to delivery to the place of performance, installation, commissioning, handover and maintenance tasks, the Parties state that it is the responsibility of the Seller to ensure the complete protection and cleanliness of the traffic route and the place of work in the area of real estate used by the Buyer.

During the work, the Seller is obliged to ensure the protection of the related structures and connected building structures (or their surface). In the event of contamination, damage or damage to buildings and other structures or their surfaces, the Seller is obliged to notify the Buyer immediately, and the

Seller shall ensure at its own expense - within a reasonable time limit specified by the Buyer - the removal of contamination and the restoration of damages and injuries. After the work is completed, the Seller will restore the delivery route and the work area to their original condition. The removal of dirt and restoration work can be considered properly completed if they are accepted by the Buyer.

- 10.2. The Seller is responsible for damages caused by him or his subcontractors and other contributors to the physical integrity, health, and life of those participating in the performance and the persons staying on the site, as well as to the Buyer's property, as well as for compliance with the applicable official Hungarian occupational safety, fire and environmental protection regulations.
- 10.3. During the fulfilment of this Contract, the Seller is obliged to comply with, and make its employees and subcontractors comply with, the valid occupational safety and fire regulations, as well as the special work order, work and fire safety regulations that are valid in the House of the Hungarian Parliament and other buildings used by the Office of the Parliament, which form an Annex to this contract and available at the following links <https://www.parlament.hu/web/guest/tuzvedelmi-szabalyzat> and <https://www.parlament.hu/web/guest/munkavedelmi-szabalyzat>.
- 10.4. The Seller undertakes to ensure the supply of spare parts and spare system components for 10 years from the date of handover.
- 10.5. The Seller acknowledges that persons performing work in the buildings designated as the place of performance may enter there if their risk-free status has been determined by the Parliamentary Guard through an inspection. The Seller sends aggregated personal data to the Office of the Parliament for the inspection and entry of persons performing work in the buildings designated as the place of performance.
- 10.6. It is the Seller's responsibility to ensure that the persons performing work in the buildings designated as the place of performance are familiar with the data management information sheet attached to this contract. Acknowledgment of the information contained in the data management information sheet is confirmed by signatures of the persons concerned. By sending the list of persons intended to be admitted, the Seller declares at the same time that he has made the information on data management available to all persons performing work in the buildings designated as the place of performance, and has notified the affected persons of their knowledge of it. The Seller is obliged to keep the declarations confirming the knowledge of the data management information for 5 years after the termination of the right to enter, and to make them available to the Office of the Parliament within 3 working days upon request.
- 10.7. After fulfilling its contractual obligations, the Seller returns the work area to the Buyer in the same condition as when it was received.
- 10.8. The Seller guarantees that the services it provides, the delivered and delivered display case, documents, and the use of any part of them by the Buyer do not infringe the right of a third party to any intellectual property. The seller is directly responsible for the possible demands of third parties.

- 10.9. It is the Seller's obligation to manage the waste generated during the work - in accordance with the laws and regulations in force - the cost of these tasks and works is covered by the payment specified in point 4.1.
- 10.10. In connection with the work, it is the responsibility of the Seller to safeguard the materials and tools stored by the Seller on site, the Buyer shall not be held responsible for any damage resulting from their disappearance.
- 10.11. Inspections carried out by the Buyer do not exempt the Seller from fulfilling its obligations arising from this contract.
- 10.12. The contracting Parties agree that if a Buyer's demand or goal is not in accordance with a regulation, standard, or a previously made Buyer's decision, the Seller will draw the Buyer's attention to this in writing.
- 10.13. If, during the fulfilment of this contract, the Buyer gives instructions that conflict with the law, are inappropriate or unprofessional, the Seller is obliged to send a written warning. The Seller is obliged to compensate for all damages that occurred due to the violation of the obligation written in this clause.

11. Involvement of subcontractors

- 11.1. Pursuant to § 138. Section (1) of the Act of Public Procurement, the Contract must be fulfilled by the contracting party as the winning tenderer based on the public procurement procedure.
- 11.2. Regarding the involvement of subcontractors, the relevant provisions of § 138. shall be applied accordingly to this Contract.
- 11.3. The Seller is responsible for the services and tasks specified in this Contract and performed by the subcontractor(s) and other contributors hired for the fulfilment of the Contract, as if the task had been performed by the Seller himself.
- 11.4. The data of the subcontractors known at the time of the conclusion of this Contract that the Seller intends to involve in the performance of this Contract are contained in the declaration signed by the Seller at the same time as the signing of this Contract, which forms an Annex to this contract.
- 11.5. The Parties state that the Seller is entitled to involve a new subcontractor within the scope of this contract only under the conditions set out in the Act of Public Procurement and it is subject to prior notification. The involvement of the new subcontractor requires the Seller to send 3 (three) updated original copies of the declaration to the Buyer's contact person according to the Annex to this Contract. For the involvement of new subcontractors in the performance of this contract, the provisions of § 138 of the Act of Public Procurement apply.
- 11.6. The Seller acknowledges that, during the performance of this contract, his person can only be changed by taking into account the provisions of § 139. of the Act of Public Procurement.
- 11.7. The Seller declares that it will not use a subcontractor subject to the grounds for exclusion stipulated in the public procurement procedure to fulfil the contract.

- 11.8. The Seller acknowledges that the Buyer is obliged to document and check the fulfilment of the Seller's contractual obligations according to the provisions of § 142. of the Act of Public Procurement.

12. Confidentiality and handling of confidential information

- 12.1. The Seller is bound by an obligation of confidentiality with regard to all types of data, information, and knowledge that it has come to know in connection with the Buyer and its activities during the performance of this Contract, data of public interest or data not classified as public data in the public interest. This confidentiality obligation also extends to the Seller's subcontractors, employees, and all contributors, whom the Seller is obliged to creditably warn.
- 12.2. The Seller may use any documents, documentation and information relating to the contract exclusively for the performance of the contract, and may not disclose them to a third party without the prior written consent of the Buyer.
- 12.3. The Seller is responsible for damages resulting from the breach of confidentiality.
- 12.4. Legislation may grant an exemption from the confidentiality obligation under this point.
- 12.5. The confidentiality obligation exists without a time limit.

13. Settling of disputes and legal remedy

- 13.1. Hungarian legislation (especially the Civil Code) applies to this Contract, as well as to the settlement and clarification of issues related to it and to its fulfilment.
- 13.2. The Buyer and the Seller shall make every effort to resolve, through direct negotiations, any disagreement or dispute that may arise between them in connection with this Contract.
- 13.3. If the aforementioned direct negotiations do not lead to a resolution of the legal dispute arising in connection with this contract within 10 days of their commencement, the court acting in the case shall be selected based on the provisions of the Act CXXX. of 2016. on Civil Procedure (Code of Civil Procedure).

14. Modification of the contract

Amendments to this contract may only take place by taking into account the disclosure obligation, with the agreement of both parties, and with the signature of the persons authorized to sign the contract, as stipulated in § 141.-142. of the Act of Public Procurement and in § 37. Section (1) of the Act of Public Procurement.

15. Termination of the Contract

- 15.1. Withdrawal from this Contract and termination of the Contract by the Buyer

15.1.1. The Buyer may withdraw from the contract with a written statement addressed to the Seller, or terminate the contract with immediate effect, especially if:

- the Seller seriously or repeatedly violates its contractual obligations,
- the Seller does not comply with the Buyer's request to fulfil its contractual obligations within the deadline specified by the Buyer,
- the Seller performs incorrectly (after two rejections by the Buyer, the Seller supplies for the third time in a way or delivers a device or product that the Buyer does not accept),
- the Seller becomes insolvent, liquidation and liquidation proceedings are initiated against him, suspends his economic activity, ceases his payments,
- a legally binding decision of condemnation is made due to a violation of a rule or legislation affecting the professional activities of the Seller, or any of its subcontractors or other contributors involved in the performance of the contract, or in case of a crime,
- if it becomes clear before the performance deadline for the given obligation, that the Seller can only perform with a significant delay (exceeding 20 days) or - despite the expiration of the jointly determined deadline for eliminating the incapability - incorrectly,
- the Seller falls into a delay exceeding 20 days with respect to a performance deadline, as well as
- in any other case specified in this contract or legislation.

15.1.2. The Parties agree that the Buyer is entitled to exercise his right of withdrawal or immediate termination by means of a unilateral written statement addressed to the Seller starting from the occurrence of the underlying circumstance.

15.1.3. The Buyer may terminate this contract, or - in accordance with the provisions of the Civil Code - withdraw from the contract in cases included in § 143. Section (1) of the Act of Public Procurement. The Buyer is obliged to terminate the Contract, or - according to the provisions of the Civil Code - to withdraw from it in cases included in in § 143. Section (2) of the Act of Public Procurement.

15.1.4. In the event of contractual or legally valid withdrawal or termination by the Buyer, the Parties shall settle accounts with each other for the deliveries and services already performed, but the Seller may not claim compensation for its damages.

15.1.5. The contracting party, which requested the contract proposal is entitled and at the same time obliged to terminate the contract - if necessary, with a deadline that allows it to ensure the performance of its tasks related to the contract – in the following cases:

- a legal person or an organization with legal capacity in the winning contracting party, which is subject to the Act of Public Procurement, directly or indirectly acquires an ownership stake that exceeds 25% as

- the winning tenderer, and in case of which the conditions specified in § 62 Section (1), point k) and sub-point kb) exist;
 - the winning contracting party, which is subject to the Act of Public Procurement, directly or indirectly acquires an ownership stake that exceeds 25% as the winning tenderer, and in case of which the conditions specified in § 62 Section (1), point k) and sub-point kb) exist.
- 15.2. The Seller may withdraw from the Contract with a written statement sent to the Buyer, if the Buyer does not pay the sums due after the performance certified by the Buyer, even after 30 days have passed since they became due, despite the written notice.
- 15.3. This contract will be terminated with the fulfilment of the contract, and with regard to the warranty and guarantee obligations, with the expiration of the warranty and guarantee period, and with the fulfilment of the warranty and guarantee claims.
- 15.4. In the event of the termination of this contract for any reason, the Seller's warranty and guarantee obligations and the Buyer's rights of use shall remain in accordance with the provisions of this contract for the services already performed and the display case delivered.

16. Liability insurance

By signing this Contract, the Seller declares that it has comprehensive liability insurance for damages caused by itself and its subcontractors during the performance of work performed by its other contributors under this Contract, the limit of which must be at least EUR 75,000 as per damage.

17. Final provisions

- 17.1. This contract takes effect from the date of its signature.
- 17.2. Representative of the Seller authorized to sign the Contract – on the basis of the Act CXCV of 2011 on Public Finances § 41. (6), Government Decree (hereinafter: Government Decree) No. 368/2011 (XII. 31.) on the implementation of the Act on Public Finances § 50. Section (1a) and the Act CXCVI of 2011 on National Assets § 3, Section (1) point 1 - and at the same time as signing this contract, aware of its criminal liability - and aware of the provisions contained in these laws - declares that it qualifies as a transparent organization (hereinafter: Declaration of Transparency). By signing this contract, he declares and confirms with his signature that the contents of his Transparency Statement correspond to reality. At the same time as signing this contract, he acknowledges that, based on § 50 Section (1a) of the Government Decree, the representative of the organization making the statement is obliged to inform the Buyer immediately in the event of a change in the contents of the statement, and that the Buyer shall terminate the non-recourse contract concluded on the basis of the false statement or - if the contract has not yet been fulfilled - withdraw from the contract.

- 17.3. Regarding issues not regulated in this contract, Act CXLI of 2015 on Public Procurement and Act V of 2013 on the Civil Code and the relevant Hungarian legislation are applicable.
- 17.4. After reading and interpreting the contract and its Annexes, the parties agree to approve and sign it, as it coincides with their wishes in all respects.
- 17.5. This contract has been signed in Hungarian and English languages in three original copies each, identical in all respects. In case of different interpretation of the contract English version prevails.

Two copies in both English and Hungarian languages belong to the Buyer and one copy to the Seller.

- 17.6. The following Annexes constitute an inseparable part of this contract:

Annex No 1: Technical requirements
Annex No 2: Project offer
Annex No 3: Statement on employing subcontractor(s)
Annex No 4: Information on data management
Annex No 5: Requirements for electronic invoices

Budapest, 04 November 2024

on behalf of the Buyer
Dr. Mr. György Suchan
Secretary General of the Office of the
Parliament
Országgyűlés Hivatala

on behalf of the Seller
Dr. Ottmar Ernst
Chief Executive Officer
Glasbau Hahn GmbH