

## **MOM Zrt. General Terms and Conditions**

### **for Export Transactions**

*(intra-EU export sales, in particular to France, Austria and Germany)*

*In effect from: 10 July 2026*

#### **I. Introductory Provisions**

1. These General Terms and Conditions ("GTC") govern the export sale of products and services by MOM Zrt. (registered seat: H-4700 Mátészalka, Ipari út 16., Hungary; company registration number: 15-10-040051; tax number: 10248504-2-15; EU VAT identification number: HU10248504) ("Seller") to purchasers established outside Hungary ("Purchaser"), unless the Parties have agreed otherwise in a signed bilateral written agreement. If a matter is not addressed in such bilateral written agreement, these GTC shall govern.

2. By placing an order, or by accepting delivery, Purchaser accepts these GTC, without the need for a separate declaration of acceptance.

3. A contract concluded in writing may only be amended or supplemented in writing.

4. Seller retains ownership of, and all copyright and other intellectual property rights in, its offers and in the documents contained in or prepared for the contract. Purchaser may make such documents available to third parties only with Seller's prior written consent. If no contract is concluded, drafts, technical descriptions and other documents relating to the offer must be returned without delay. The foregoing applies correspondingly to Purchaser's documents; however, with Purchaser's prior written consent, such documents may be made available to third parties involved in performance.

#### **II. Scope of Application – Export Transactions**

1. These GTC apply to the cross-border (export) sale of Seller's water meters, heat meters and related products and services to Purchasers established outside Hungary, in particular to Purchasers established in France, Austria and Germany, as Seller's principal export markets, and correspondingly to Purchasers established in other countries.

2. These GTC do not apply to domestic (Hungarian) transactions, which are governed by Seller's separate General Terms and Conditions for Domestic Transactions.

3. References in these GTC to European Union legislation are to legislation that applies directly and uniformly in all EU Member States, including France, Austria, Germany and Hungary, save where these GTC indicate that a provision reflects Hungarian national implementing legislation.

#### **III. Prices; Currency**

1. Unless otherwise agreed in writing, prices are quoted FCA Mátészalka, Hungary (Incoterms® 2020, ICC Publication No. 723) and are exclusive of value added tax and of any other duties, taxes, levies or charges.

2. Unless otherwise agreed, prices are quoted, and invoices are issued, in euro (EUR).

3. Unless separately agreed, prices do not include the cost of installation or commissioning.

4. Seller reserves the right to adjust the agreed prices – having regard to Purchaser's legitimate interests – in the event of changes in material costs, import prices or verification/calibration fees, or upon the occurrence of unforeseeable circumstances beyond Seller's control.

#### **IV. Value Added Tax and Intra-Community Supplies**

1. Deliveries of goods to a Purchaser established in another EU Member State and holding a valid EU VAT identification number qualify, in principle, as VAT-exempt intra-Community supplies of goods pursuant to Article 138 of Council Directive 2006/112/EC on the common system of value added tax, as implemented in Hungary by Act CXXVII of 2007 on Value Added Tax.

2. Purchaser shall: (i) provide Seller with a valid EU VAT identification number before the contract is concluded; (ii) permit Seller to verify that number through the VIES system; and (iii) upon Seller's request, provide adequate evidence that the goods have been transported to another Member State, in accordance with Council Implementing Regulation (EU) 2018/1912.

3. If Purchaser fails to provide such number or evidence, or if the substantive conditions for the VAT exemption are otherwise not satisfied, Seller shall be entitled to invoice the delivery with Hungarian VAT at the applicable statutory rate.

4. For deliveries to a country outside the European Union, Seller shall issue export invoices and, where applicable, supporting export/customs documentation in accordance with applicable Hungarian and EU customs and VAT legislation.

#### **V. Installation and Commissioning**

Where products are supplied together with installation and commissioning, the Parties shall separately agree in the contract on the applicable conditions and on the equipment and facilities to be provided by Purchaser (e.g. energy and water connections, heating, lighting, sanitary facilities, safeguarding of property, protective clothing and equipment, allowances, travel and transport costs, etc.), including any

specific requirements of the country where installation takes place, of which Purchaser shall inform Seller in good time.

#### **VI. Retention of Title**

1. Seller retains title to the delivered products and equipment until Purchaser has satisfied Seller in respect of all claims arising from the contract. Prior to that, the products and equipment forming the subject matter of the contract may not be pledged or otherwise encumbered as security. Purchaser's disposal of the products or equipment in the ordinary course of business is permitted only if the sub-purchaser settles the purchase price to Purchaser concurrently with taking delivery, and Purchaser in turn pays Seller. Purchaser bears all costs arising in connection with any such disposal.

2. As between the Parties, this retention of title is governed by Hungarian law, in particular Section 6:216 of Act V of 2013 on the Civil Code ("Ptk."). Purchaser acknowledges that the validity and third-party effect of retention of title (including in Purchaser's insolvency) may, in certain jurisdictions such as France, Austria or Germany, be governed by the law of the place where the goods are located (lex rei sitae) and may be subject to additional local formalities (e.g. notice on invoices, registration or specific wording). Purchaser shall inform Seller without delay of any such requirement applicable in its jurisdiction and shall cooperate in good faith in taking the steps reasonably necessary to preserve Seller's title.

#### **VII. Terms of Payment**

1. Seller shall specify the mode and deadline for payment in its offer, in the order confirmation, or in the individual supply contract.

2. Failing such specification, the payment deadline is 8 days from performance, by bank transfer. In the event of late payment, Seller shall be entitled to statutory default interest

under Section 6:155 of the Ptk. For contracts between undertakings, Seller shall also be entitled, pursuant to Section 6:155(3) of the Ptk. (which implements Directive 2011/7/EU on combating late payment in commercial transactions), in addition to default interest, to a flat-rate recovery-cost compensation of EUR 40, to cover Seller's collection costs.

3. Purchaser may only set off against its debt claims that Seller has acknowledged in writing or that have been finally established by a court.

4. If Purchaser fails to meet the payment terms despite a reminder and final deadline, or if Seller becomes aware, after conclusion of the contract, of circumstances that significantly reduce Purchaser's creditworthiness, all of Seller's claims shall become immediately due, and Seller shall be entitled to withdraw from the contract.

5. Purchaser shall receive a written order confirmation after processing of the order. Purchaser shall notify Seller in writing of any discrepancy within 2 days. Absent timely written notice, Seller shall treat the order as accepted as confirmed, and Purchaser shall be obliged to pay the purchase price on the basis of the issued invoice.

### **VIII. Delivery Terms; Export and Import Formalities**

1. Unless otherwise agreed in writing, delivery is FCA Mátészalka, Hungary (Incoterms® 2020).

2. Where applicable, Seller shall, at its own cost, complete export customs formalities in Hungary. Purchaser shall be responsible, at its own cost and expense, for import customs clearance, import duties, taxes and any other charges payable in the country of destination, and for compliance with any import authorisation or product-registration requirements applicable there.

3. Partial deliveries and partial invoicing are permitted.

4. Purchaser shall bear the costs of carriage, unless the Parties' bilateral agreement provides otherwise.

### **IX. Passing of Risk**

1. Risk of accidental loss of, or damage to, the products passes from Seller to Purchaser in accordance with the agreed Incoterms® 2020 rule (unless otherwise agreed, FCA Mátészalka), i.e. when the products are placed at the disposal of the carrier nominated by Purchaser, or handed over to the first carrier, at Seller's premises, or when Seller has notified the products as ready for collection where so agreed.

2. Where dispatch, installation or commissioning of the products is delayed at Purchaser's request, or for reasons within Purchaser's responsibility, risk passes to Purchaser as of the date of such delay.

3. At Purchaser's request and expense, Seller shall arrange insurance of the consignment against breakage, transport and fire damage.

### **X. Delivery Deadlines; Force Majeure**

1. The delivery and performance deadlines set out in the Parties' agreements, offers or order confirmations shall govern.

2. The date of performance is the date on which Seller hands over the products (or the subject matter of the service) to the carrier at the destination specified in the contract, or – where so agreed – the date on which Seller notifies Purchaser that the products are ready for collection.

3. If Seller is prevented from meeting the agreed delivery or service deadlines by an unavoidable event outside its reasonable control – including, without limitation, mobilisation, war, armed conflict, insurrection, strikes, epidemics, natural disaster, export or import restrictions, sanctions measures, or governmental restrictive measures – the deadlines shall be extended accordingly.

4. If, at Purchaser's request, the products are collected later than the delivery deadline agreed in the contract, Seller shall, on the basis of a storage declaration, be entitled to invoice Purchaser 0.5% of the price of the products/services for each commenced month, in addition to the price, as a storage fee. The storage fee shall not exceed 5% of the price of the services, unless Seller demonstrates costs exceeding that amount.

5. Partial deliveries and partial invoicing are permitted.

## **XI. Warranty**

1. MOM Zrt., as Seller, provides a 12-month warranty on the water meters and heat meters it markets, running from the date of delivery/purchase.

Seller's warranty obligation is conditional on credible proof of the date of sale (invoice).

In the event of a defect occurring within the warranty period, Seller shall, at its own premises, repair the meter under warranty or replace it, provided that the product is found to be defective upon examination at Seller's premises.

A complaint must identify the observed or suspected cause of the defect.

The following shall not be regarded as a warranty defect and shall not be covered by the warranty obligation:

- installation that does not comply with applicable instructions, improper handling, external damage to the meter, or unauthorised interference, or damage to the meter caused by an act of nature;
- the calibration seal or label affixed to the meter is missing or damaged;
- the defect results from the unsuitable quality or contamination of the metered water, or from freezing or

from the flow of water at a temperature exceeding the permitted limit.

The warranty obligation does not cover a measurement error merely "alleged" by the end customer. Any investigation of such an allegation shall be carried out in accordance with the applicable national legal metrology framework of the country in which the meter is installed and, where relevant, Hungarian Act XLV of 1991 on Metrology and its implementing decree (Government Decree No. 127/1991 (X.9.)) and the procedure of the competent Hungarian metrology and technical safety authority, where Hungarian law applies to the relevant meter.

Seller shall bear no warranty or liability for defects arising from ordinary wear and tear, or for damage resulting, after the passing of risk, from improper or negligent handling, excessive use, mechanical, chemical or electrical influences other than those specified, or other non-intended use of the equipment.

Seller shall bear no warranty or liability for consequences arising from modifications or repair work carried out improperly by Purchaser or third parties.

Installation Guidelines for the correct connection and operating conditions of water meters and heat meters are enclosed, or are available for the relevant product at [www.diehl-metering.com](http://www.diehl-metering.com) or [www.momzrt.hu](http://www.momzrt.hu).

2. If, within the warranty period, Seller replaces a product returned as defective without first examining it, this does not constitute an admission that Seller's delivery was defective or an acknowledgement of liability. If Purchaser wishes to assert further claims beyond replacement, it must notify Seller in writing at the time the device is returned. If it transpires that the product is not defective, or that the defect is not covered by the warranty, Purchaser shall bear the costs of examination and repair.

### 3. Manufacturer's Declaration of Conformity

MOM Zrt. declares that the water meters and heat meters it markets comply with Directive 2014/32/EU of the European Parliament and of the Council on the harmonisation of the laws of the Member States relating to the making available on the market of measuring instruments ("MID"), as implemented in Hungary by NGM Decree No. 43/2016 (XI.23.) on specific requirements for measuring instruments, with Hungarian Act XLV of 1991 on Metrology and its implementing decree (Government Decree No. 127/1991 (X.9.)), and – as the general framework for CE marking and accreditation – with Regulation (EC) No 765/2008 setting out the requirements for accreditation and market surveillance relating to the marketing of products (the market-surveillance provisions of which have, since 16 July 2021, been replaced by Regulation (EU) 2019/1020), as well as with the manufacturer's Technical Specifications: COMPLIANT. The CE marking, supplemented by the metrology marking ("M"), affixed to the products, together with the EU Declaration of Conformity, confirms compliance and enables the products to be placed on the market and put into service throughout the European Union, including France, Austria and Germany.

4. Seller shall, in respect of the products it markets, continue to ensure the supply of spare parts necessary for repair and refurbishment of such products for 10 years following the definitive discontinuation of marketing of the relevant type, including after expiry of the warranty period.

5. For services falling outside the scope of water meters and heat meters, the warranty and the procedure for asserting warranty claims shall be agreed in the relevant contract.

6. If Purchaser exercises a warranty or other statutory remedy, it may withhold the consideration payable by it only to the extent

proportionate to the defect asserted, and only in respect of matters Seller has acknowledged.

#### 7. Repair beyond the warranty period

Purchaser must notify a defect occurring after expiry of the warranty period in writing as well.

8. A Purchaser acting as a reseller shall inform its own purchaser/customer of Seller's warranty undertaking described above.

### XII. Impossibility of Performance; Withdrawal

1. If the impossibility of performance is attributable to Seller's culpable conduct, Purchaser shall be entitled to compensation for its proven resulting loss, capped at the value of the consideration. If, conversely, performance becomes impossible for a reason attributable to Purchaser, Seller shall be released from its obligations and may claim compensation for its loss.

2. If an unavoidable event referred to in Section X.3 of these GTC prevents or delays performance of the contract, the Parties shall agree on a reasonable extension of the performance deadline. If, as a result, either Party's interest in performance ceases, that Party shall be entitled to withdraw from the contract. Each Party shall notify the other without delay of any such intention upon becoming aware of the relevant event. The right of withdrawal shall also apply where the Parties had previously agreed to extend the deadline, but the prolongation or aggravation of the event causes the Party's interest in performance to cease only after the extended deadline has been set.

### XIII. Export Control and Trade Compliance

1. To the best of Seller's knowledge, the products supplied under these GTC are not subject to a specific authorisation requirement under Regulation (EU) 2021/821 setting up a Union regime for the control of exports of dual-use items.



2. Purchaser shall comply with all applicable EU and national export control, customs and trade sanctions legislation in connection with the resale, export, re-export or transfer of the products, and shall not resell, supply, export, re-export or otherwise make the products available, directly or indirectly, to any person, entity or destination restricted or prohibited under EU or applicable national sanctions or export control law.

#### **XIV. Data Protection**

1. Seller processes the personal data of Purchaser's representative or contact person (in particular: name, position, telephone number, e-mail address) for the purpose of concluding and performing the contract and maintaining contact between the Parties, on the legal basis of Article 6(1)(b) and/or (f) of Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR"), for the duration of the contractual relationship and thereafter until expiry of the applicable limitation and document-retention periods.

2. Further information on Seller's data processing is available in Seller's data protection notice in effect from time to time, published at [www.momzrt.hu](http://www.momzrt.hu).

#### **XV. Governing Law; Exclusion of the CISG**

These GTC and any contract concluded on their basis shall be governed by, and construed in accordance with, the laws of Hungary, in particular Act V of 2013 on the Civil Code (Ptk.), excluding Hungarian conflict-of-laws rules that would lead to the application of the law of another country. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980, "CISG").

#### **XVI. Jurisdiction**

1. The Parties shall attempt to settle amicably any dispute arising out of or in connection with

the contract. Failing amicable settlement, the Parties submit to the exclusive jurisdiction of the Hungarian court having jurisdiction over Seller's registered seat, such choice-of-court agreement being made in accordance with Regulation (EU) No 1215/2012 ("Brussels I bis Regulation") and Act CXXX of 2016 on the Code of Civil Procedure.

2. Matters not regulated by the contract or by these GTC shall be governed by the Hungarian Civil Code and other applicable Hungarian and European Union legislation.

#### **XVII. Language; Miscellaneous**

1. These GTC have been issued in English. Where a Hungarian or other-language version is provided for convenience, this English version shall prevail in the event of any discrepancy.

2. If any provision of these GTC is or becomes invalid or unenforceable under applicable law, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid provision with a valid provision that most closely reflects its economic purpose.