

General Terms and Conditions

Effective: September 1, 2025

General Terms and Conditions (hereinafter: GTC) of A.P.P. Kereskedő és Szolgáltató Kft. – hereinafter referred to as A.P.P. Kft.

1. Application of the GTC

1.1. The deliveries and services of A.P.P. Kft. – unless A.P.P. Kft. and the contracting party (hereinafter: Customer) mutually agree otherwise in writing – are performed exclusively on the basis of the provisions of these GTC.

1.2. The contract concluded on the basis of the GTC may only be modified in writing, by mutual agreement between the Customer and A.P.P. Kft. Unless A.P.P. Kft. and the Customer agree otherwise in writing, these GTC shall apply to the deliveries and provision of services by A.P.P. Kft. even if the Customer has its own developed general terms and conditions.

2. Formation of the sales contract

2.1. A.P.P. Kft. is not bound by the offers given in the product descriptions and brochures, their terms and conditions may be modified based on changes in the delivery terms of A.P.P. Kft.'s suppliers.

2.2. The Customer can order the product they wish to purchase in writing - electronically - via the internet or by e-mail - in which they must also indicate their packaging and delivery requirements that differ from the usual ones. A.P.P. Kft. may, in the case of certain orders, ask the Customer to confirm their order placed electronically in writing, with a company signature. The Customer must indicate in the order the type, colour, size, quantity and other characteristics of the product they wish to purchase. In case of doubt, A.P.P. Kft. asks the Customer to provide additional details for the order.

2.3. The contract between A.P.P. Kft. and the Customer is concluded upon confirmation of the order placed by the Buyer in writing or by e-mail, with the content specified in the confirmation.

If A.P.P. Kft. requests written confirmation of the order placed electronically from the Customer, the contract is concluded on the day of receipt of this declaration of the Customer by A.P.P. Kft., with content corresponding to the written communications.

A.P.P. Kft. handles certain orders as individual orders – custom orders – based on the type, colour, size or other unique characteristics of the ordered product. In case of a custom order, A.P.P. Kft. confirms the order in writing and also communicates the delivery conditions in relation to the order to the Customer in writing.

Regarding any possible non-compliance of the products ordered by the Customer with local directives, standards and regulations, A.P.P. Kft. excludes all liability.

2.4. A.P.P. Kft. is entitled to unilaterally withdraw from the concluded contract if facts arise that refute the Customer's credit or solvency, in particular if bankruptcy or liquidation proceedings have been initiated against the Customer, or if the Customer is subject to enforcement proceedings, or if the Customer's tax number is invalid.

2.5. If the Customer withdraws from the concluded contract before the delivery is completed, he is obliged to compensate A.P.P. Kft. for the damage resulting from the withdrawal, in particular 50% of the value of the product already ordered, in the case of an individual order 100% of the value of the ordered product, as well as A.P.P. Kft.'s other proven costs related to the fulfilment of the order.

3. Completion deadline

3.1. A.P.P. Kft. reserves the right to pre-delivery and partial delivery (fulfilment) with respect to each of its contracts. In the event of pre- or partial delivery (partial performance), the Customer is obliged to pay the price in proportion to the delivery (performance).

3.2. The delivery times announced by A.P.P. Kft. are for informational purposes only and may change due to the performance of A.P.P. Kft.'s suppliers and subcontractors, as well as other unforeseen circumstances. For deliveries made late compared to the informative delivery times and for damages resulting from the delay, A.P.P. Kft. assumes no responsibility.

4. Handover and acceptance, complaints regarding quality and quantity

4.1. A.P.P. Kft. will notify the Customer verbally or in writing of the availability of the product.

4.2. The Customer is obliged to receive the available product within three working days of receiving the notification and is liable for any damages resulting from delayed receipt.

4.3. The handover and acceptance shall take place, at the Customer's choice, at the current registered office, site, official warehouses of A.P.P. Kft. or at a location designated by the Customer. A.P.P. Kft. considers the person entrusted with the receipt of the product to be the representative of the Customer appointed for this task, who, in addition to receiving the product, is also authorized to make legal statements related to the handover and acceptance. The Customer's representative is obliged to prove his procedural authority to A.P.P. Kft. In lack of the above, A.P.P. Kft. has the right to refuse performance. If the handover takes place at a location designated by the Customer, A.P.P. Kft. will arrange for the delivery of the product to the designated location, in which case the Customer is obliged to pay the costs related to the delivery of the product. In the case of export, the confirmed INCOTERMS clause applies. If A.P.P. Kft. arranges for the delivery of the Customer's order, the Customer is obliged to provide the information necessary for the delivery in advance - in particular, but not exclusively, data relating to the method of unloading, entry permits and other circumstances.

4.4. At the time of handover, the Customer is obliged to make any quality or quantity complaints about the received product that can be visually observed upon receipt, and to compare the received product with the items on the bill of lading or invoice and to report any discrepancies to A.P.P. Kft. and the carrier in writing and record it on the CMR document. After the handover and acceptance, if the Customer has not objected, the Parties shall consider the items on the consignment note or invoice to have been delivered in full. If the Customer has taken delivery of the goods without having examined their condition together with the carrier, or without having communicated his observations or reservations to the carrier by indicating the general nature of the shortage or damage, it shall be presumed, until proven otherwise, that he has taken delivery of the goods in the condition described in the consignment note or invoice.

In the case of externally recognizable shortages or damage, the observation or reservation must be communicated to the Carrier no later than the time of receipt, and in the case of externally unrecognizable shortages or damage, within seven days from the date of delivery - excluding Sundays and holidays. In the case of externally unrecognizable shortages or damage, the aforementioned complaint must be communicated in writing, in a protocol form in accordance with the CMR.

If the consignee and the carrier have jointly examined the condition of the goods, evidence against the results of the examination may only be provided if the shortage or damage is not externally recognizable and if the consignee has notified the carrier of his reservation in writing, in a protocol in accordance with the CMR, within seven days from the date of the examination - excluding Sundays and holidays.

4.5. After handover, the Customer may only make quality complaints regarding defects that cannot be detected by visual inspection (hidden defects) within the mandatory warranty and guarantee period applicable to the product. In case of a hidden error, A.P.P. Kft. shall test the material to see if it meets the quality requirements specified by the manufacturer. In the event of processing, transformation, machining or any other use of the product, A.P.P. Kft. is only liable if the product did not meet the technical conditions specified by its manufacturer at the time of delivery.

4.6. In the event of a minor deficiency or quality deviation that does not prevent the intended use of the delivered product, the Customer is not entitled to refuse to accept the product or, on the same basis, to refuse to pay the price for the product.

4.7. Upon receipt of the product, the risk of damage to the product passes from A.P.P. Kft. or the person involved in the performance on behalf of A.P.P. Kft. to the Customer, after which the Customer is not entitled to make any quantity or quality complaints that can be determined by visual inspection.

4.8. A.P.P. Kft. is entitled to deliver a substitute material/goods for the ordered product instead of the materials/goods included in the confirmed order, which have the same properties as the goods/material included in the confirmed order.

4.9. Transport of Sedum (orpine): Above a certain temperature (approx. 15 C°) - from the beginning of May to the end of September - transport by refrigerated truck is mandatory. If the Customer does not agree to this, A.P.P. Kft. assumes no liability for any resulting damages, will exclude its liability for warranty and guarantee obligations with regard to the delivered product, and will only accept quality complaints up to the date before the start of delivery. The Customer is obliged to spread it out immediately after delivery and to prove this by sending photos via e-mail from which the GPS coordinates can be read. Complaints shall be submitted within 24 hours of delivery.

5. Prices and payment terms

5.1. The prices indicated in the price lists and other publications are for informational purposes only and do not constitute an offer. A.P.P. Kft. is not bound by these, and the offer is not binding on A.P.P. Kft.

5.2. Unless otherwise indicated, the price offers made by A.P.P. Kft. are valid for 30 days from the date of issue. In all cases, the price as per the confirmation and the appropriate VAT shall apply. Unless otherwise stated, A.P.P. Kft.'s prices are considered net, FCA (A.P.P. Kft.'s warehouse). Unless otherwise agreed, all shipping costs are borne by the Customer.

5.3. A.P.P. Kft. is entitled to unilaterally increase the price of the ordered product even after the contract has been concluded, especially if A.P.P. Kft.'s supplier has in the meantime increased its price, either due to a change in exchange rates or other reasons unknown at the time of the conclusion of the contract. A.P.P. Kft. is obliged to inform the Customer about the price increase immediately.

5.4. If, in the period between the date of the order and its fulfilment (delivery), a new payment obligation arises in connection with the order or delivery due to a change in legislation (fee, tax, customs duty, etc.), the Customer is obliged to bear it and pay it upon the request of A.P.P. Kft. until the delivery is completed.

5.5. The price of the product received, or service provided is due on the date indicated on the invoice. The invoice shall be settled using the payment method indicated on the invoice. An objection regarding a part of the invoice does not entitle the Customer to refuse payment of the parts of the invoice not affected by the objection. A.P.P. Kft. is entitled to issue the invoice – unless the Parties agree otherwise – upon delivery and acceptance of the product or upon provision of the service. If the Buyer pays the price by bank transfer, the parties consider the payment to be completed by crediting the amount to the bank account of A.P.P. Kft.

5.6. A.P.P. Kft. is entitled to issue an invoice to the Customer for the value of the product not received within the deadline despite the notification (see 4.2) and send it to the Customer, who is obliged to pay it by the date specified in the invoice despite the failure to receive it.

5.7. Payment of the price in instalments may only be made with the separate written consent of A.P.P. Kft.

5.8. If the Customer does not pay the invoice by the payment deadline stated on the sales invoice, A.P.P. Kft. is entitled to charge default interest for the period of delay corresponding to the current central bank base rate increased by 8%.

5.9. In case of violation of payment terms, A.P.P. Kft. is entitled to unilaterally withdraw any payment discounts granted to the Customer and to make all its claims against the Customer due. It is also entitled to unilaterally withdraw from the contract and claim damages resulting from the breach of contract against the Customer.

5.10. Unless otherwise stated, the invoices issued by A.P.P. Kft. must be settled until delivery. A.P.P. Kft. is entitled to use the payments to settle its previous, unpaid claims against the Customer, the details of which it is obliged to notify the Customer. If interest and costs have also been incurred, then A.P.P. Kft. is entitled to use the payment first to cover the costs, then interest, and finally the principal amount. A.P.P. Kft. is also entitled to demand the full purchase

price prior to fulfilment of the order.

5.11.A.P.P. Kft., as the seller, is entitled, in the event of a payment delay exceeding 15 days, to initiate a payment order procedure for the outstanding claim, including for the costs incurred, following a written payment demand (unsuccessful expiry of the payment deadline specified therein).

A.P.P. Kft. shall send a payment request to the Customer in writing (by email or post).

6. Retention of ownership

6.1. The product subject to the contract remains the property of A.P.P. Kft. until the full payment of the product is fully settled.

6.2. If the product owned by A.P.P. Kft. is combined, processed, combined or mixed with other things by the Customer or by any third party at the Customer's instruction, A.P.P. Kft. acquires ownership of the things thus created without any further provision in the proportion in which the value of the product not yet settled is proportional to the value of the things created.

6.3. If the Customer's payment delay exceeds 60 days, A.P.P. Kft. may take possession of the product that is its property, or in the case described in point 6.2., the thing that is its partial property, without any separate enforceable document, at the location of the product (thing), in which case neither the Customer nor the third party owning the product is entitled to protection of title with respect to the product (thing). A.P.P. Kft. will keep the product (thing) for another 30 days, after which - in the event of non-performance by the Customer - it is entitled to sell it commercially and settle its own claim from the amount thus received.

6.4. In the event of A.P.P. Kft.'s action as described in Section 6.3, the contract concluded with the Customer shall terminate upon the commercial sale of the product (thing) without any further provision.

7. Pallets

7.1. A.P.P. Kft.'s products are delivered packaged on pallets, and certain products can only be delivered on pallets. A.P.P. Kft. is entitled to invoice the cost of the pallets to the Customer. Pallets and packaging materials are not taken back by A.P.P. Kft.

8. Liability

8.1. Unless otherwise provided in the agreement between the Parties, A.P.P. Kft. is not liable for damages that do not directly result from its performance, and in particular is not liable for lost profits or for any non-pecuniary damages suffered by the Customer.

8.2. The data contained in A.P.P. Kft.'s brochures, catalogues and other written materials are for informational purposes only, they do not constitute a written invitation to tender, and A.P.P. Kft. assumes no responsibility for their content.

8.3. A.P.P. Kft. specifically draws the Customer's attention to the fact that he should consult a specialist regarding the usability of the products and their compatibility with local building regulations and standards, as the methods of use and processing options included in the brochures of catalogues and other written materials of A.P.P. Kft. are for informational purposes only, and A.P.P. Kft., neither as a manufacturer nor as a distributor, shall assume any liability for them.

8.4. A.P.P. Kft. assumes no responsibility for whether the product can be used for the Customer's own purposes or whether it is compatible with local building codes, regulations, and standards. The Customer is obliged to check whether the product is suitable for its own purposes and complies with local building rules, regulations and standards.

8.5. A.P.P. Kft. is not liable for damages that occurred because the Customer did not comply with A.P.P. Kft.'s application or maintenance instructions for the product, or if the product has been modified, some of its parts have been replaced, or if the use is not in accordance with the original specifications.

8.6. A.P.P. is not responsible for delays in deliveries or services if the cause is an unavoidable obstacle or natural event (force majeure) that makes performance difficult or impossible by A.P.P. Kft. or one of its suppliers. In such circumstances, A.P.P. Kft. is entitled to postpone delivery or performance until the obstacle is removed.

8.7. A.P.P. Kft. is not responsible for any damage to the products that results from improper storage or warehousing after receipt.

9. Final provisions

9.1. A.P.P. Kft. publishes the current GTC for customers on its official website, which is currently www.diadem.com.

9.2. A.P.P. Kft. will also publish any amendments to the GTC in the place indicated in point 9.1.

9.3. By ordering any product, the Customer acknowledges that he/she is familiar with, acknowledges and complies with the provisions of the GTC. The warning regarding the application of the GTC is also included in all written or electronic order confirmations from A.P.P. Kft.

9.4. The Customer's rights arising from the contract may only be transferred with the consent of A.P.P. Kft.

9.5. The Customer expressly submits to the legal system of Hungary in force at all times and to the jurisdiction of the Hungarian court. The Parties agree to the exclusive jurisdiction of the Győr District Court or the Győr General Court for the settlement of their legal dispute, depending on the value of the dispute.

9.6. The invalidity of individual points or provisions of the GTC does not affect the validity of the entire GTC.

9.7. These GTC shall enter into force on September 1, 2025, and shall apply to contracts concluded thereafter.

Győr, September 1, 2025.

A.P.P. Kereskedő és Szolgáltató Kft.
Management