

GENERAL TERMS AND CONDITIONS OF CONTRACTING

Effective from 15.04.2020. (hereinafter referred to as the Day of Publication) until cancellation.

These General Terms and Conditions of Contracting (hereinafter referred to as "GTC") shall form an integral and inseparable part of the sales contract concluded between "**3P SOLUTIONS**" **IPARI, FEJLESZTŐ ÉS KERESKEDELMI KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG** (registered seat: H-1146 Budapest, Hermina út 17.; court of registration: Tribunal Court of Budapest as Court of Registration; company registration number: 01-09-700895; tax number: 12735046-2-42; represented by: Hans Jürgen Werner managing director, independently and Andrea Jákob general manager independently; hereinafter referred to as the **Supplier**) and the Customer (hereinafter referred to as the **Contract**).

1. DEFINITIONS

For the purpose of this GTC, capitalized terms and expressions used in this GTC shall have the following meaning:

- 1.1. Parties: the Supplier and the Customer collectively.
- 1.2. Website: the Supplier's website: <http://3psolutions.de/>.
- 1.3. Product: display, cardboard POS materials, industrial plastics, products and systems made with injection molding technology, distributed by the Supplier.
- 1.4. Contract: contract concluded between the Parties upon the Customer's order for the sale of Products manufactured or distributed by the Supplier.

2. GENERAL PROVISIONS

- 2.1. The Supplier is a business association founded and operating under the Hungarian law that deals with the wholesale distribution of display, cardboard POS materials, industrial plastics, products and systems made with injection molding technology. The Supplier hereby represents that its capacity to contract is not restricted, and furthermore it is not subject to any bankruptcy, liquidation or winding up proceeding.
- 2.2. The Customer hereby represents that it is not subject to any bankruptcy, liquidation or winding up proceeding, nor any other proceedings that restricts its solvency, or encumbers the conclusion or performance of the Contract to be concluded with the Supplier. The Customer represents and warrants that the data included in this section of the GTC are true and correct. The Customer undertakes to inform the Supplier of any change to its data in writing within three (3) days of the change.
- 2.3. The Supplier shall provide its services in line with the provisions of these GTC. The Customer shall keep these GTC available on the Website in electronic format that is suitable for storage and subsequent retrieval.
- 2.4. By ordering any Product by any means, the Customer accepts these GTC as binding. The GTC shall – without any further legal action – become a part of all contracts for the sale of the Products distributed by the Supplier, unless otherwise agreed by the Parties.
- 2.5. In case such agreement is made between the Parties that deviates from any provision of these GTC, any issue not regulated under the agreement between the Parties shall be governed by the relevant provisions of these GTC.

- 2.6. The Supplier reserves the right to amend the GTC unilaterally, with the additional provision that such amendments to these GTC shall become effective as of the date of publication thereof on the Website. The Supplier shall specifically designate the date of publication in the GTC.
- 2.7. Should any provision of these GTC become invalid, the validity of the other terms and conditions of contracting shall not be affected.
- 2.8. Any issue not regulated in these GTC shall be governed by the relevant Hungarian legal regulations, and in particular, but not limited to Act IV of 2013 on the Civil Code (hereinafter referred to as the Civil Code).
- 2.9. The Parties agree to settle any potentially arising disputes primarily by way of amicable negotiations and, if such negotiations fail, the Parties subject themselves to the exclusive jurisdiction of the Court of Justice of District II and III of Budapest, as well as of the Tribunal Court of Budapest. The Parties stipulate the Hungarian law as applicable.

3. PURPOSE OF THE CONTRACT

- 3.1 On the basis of the order placed by the Customer, the Supplier shall sell and distribute Products to the Customer, who is obliged to pay the purchase price of and take over the ordered Product.
- 3.2 These GTC specifies the rules for orders placed by the Customer for the Products. The Supplier shall perform the Customer's orders as per the provisions of these GTC.

4. PRODUCT ORDERS, CONFIRMATION OF ORDERS

- 4.1 The Customer can place orders to the Supplier via e-mail. If the Customer has an electronic system to which the Supplier has access using the relevant access codes, orders can be placed via the Customer's such electronic system, as per the agreement between or practice used by the Parties. The order shall include the following details:
 - name and registered seat of the Customer,
 - description, code, quantity of the ordered Product,
 - shipping and invoicing address, the requested time of Product shipping, contact details for the shipping address.
- 4.2 The receipt of the order shall not imply the automatic acceptance thereof by the Supplier. Within three (3) business days of the receipt of the order, the Supplier shall send a quotation for the price of the specific Products, as well as for the terms and conditions of delivery by e-mail.
- 4.3 The Contract between the Parties shall come into existence by the Customer accepting the Supplier's quotation in writing. The Supplier shall remain bound to its quotation specified under Section 4.2 for ten (10) days following the effective date thereof, and in case the Customer makes a statement of acceptance once such deadline has lapsed, the conclusion of the Contract between the Parties shall be subject to the Supplier's confirmation approving the Customer's statement of acceptance.
- 4.4 If the Customer intends to place an order with parameters other than those specified in the provided quotation, the Supplier shall send a new quotation to the Customer as adjusted to such differences.
- 4.5 Based on specific agreement between the Parties – if justified by the nature of the order – the Supplier may be requested to provide sample. The Supplier has the right to unilaterally decide

upon the way of delivery of the sample to the Customer. The Customer is required to inspect the Supplier's quotation, as well as any sample, design proposal provided by the Supplier along with the quality thereof and notify the Supplier of any modification that is deemed necessary, as appropriate. In case upon the acceptance of the quotation, no objection or proposal for modification is raised by the Customer in relation to the technical or other contents, then the contents of the quotation shall be deemed as accepted and shall become part of the Contract between the Parties in an unamended form.

- 4.6 Should there be any change in the price of raw materials in excess of 5%, the Supplier is entitled to modify its quotation prices with the additional condition that in such cases the Customer shall be informed of such change at least 15 days prior to the modification, and provided with the right of withdrawal for 5 days following the notification thereon.
- 4.7 The manufacturing costs of printing plates, blanking tools, injection molds, semi-automated, automated equipment etc. are not included in the price of the Product, and therefore – upon incurrence – such costs are invoiced separately as per prior arrangement and price quotation. The cost of printing plates, blanking tools, etc. ordered and manufactured by the Customer shall not be refunded by the Supplier, but such will be handed over to the Customer upon demand. In case exemption is granted from the payment of the price of printing plates, cutting press, tools, etc. on the basis of volume-related commitment and the contracted volume is not fulfilled by the Customer due to non-payment or any other reason, the Customer is required to reimburse such costs to the Supplier.

5. RIGHT OF WITHDRAWAL

- 5.1 Following the conclusion of the Contract, the Customer is not entitled to withdraw from such Contract – except for the cases provided under Sections 4.6, 5.2 and 5.3 of these GTC.
- 5.2 In the case of default performance by the Supplier, the Customer is entitled to withdraw from the Contract only if the Supplier fails to deliver the ordered Product to the Customer within 2 weeks following the due date of performance indicated in the confirmation.
- 5.3 The Supplier expressly stipulated that the Customer may withdraw from the Contract due to defective performance only if the Supplier refuses to repair or replace the faulty product.
- 5.4 If the Customer is brought under any bankruptcy, liquidation or winding up proceeding, or there are some serious concerns regarding the Customer's solvency, the supplier is entitled to withdraw from the contract.

6. TERMS OF PAYMENT

- 6.1 The terms of payment are included in the order confirmation and the invoice sent, which is – with no specific written Contract signed – deemed as an effective Contract between the Parties.
- 6.2 The supplier shall invoice orders to be delivered within Hungary in HUF or EUR, and those to be delivered outside Hungary in EUR only.
- 6.3 If – based on a special agreement of the Parties – the Supplier issues a prepayment invoice on the consideration of the Products or a part thereof to the Customer, the Supplier shall commence the delivery of the order once the prepayment invoice is fully paid.
- 6.4 The Customer shall pay the purchase price of the Products by the due date specified on the invoice. Once the invoice is issued, the due date of payment cannot be modified.

- 6.5 In case of payment by way of bank transfer, the purchase price shall be deemed as paid once the amount of the purchase price is credited to the Supplier's current account indicated on the invoice. In case the purchase price is paid by way of bank transfer, all costs of the bank transfer shall be borne by the Customer.
- 6.6 The Customer is entitled to raise objection to the issued invoice in writing, within eight (8) days of the receipt thereof, and – following due revision – the Supplier shall issue a corrected invoice, as appropriate. The Customer acknowledges that once the deadline specified above has lapsed, no objection may be made in relation to the invoice. The Customer is not entitled to withhold the purchase price specified on the invoice notwithstanding any complaint against the invoice.
- 6.7 In the case of default payment, the Supplier is entitled to charge default interest to the extent specified in legal regulations, and collection flat rate. The extent of the default interest shall correspond to the interest rate applicable to contracts made between companies, as per the Civil Code in effect from time to time.
- 6.8 If the Customer fails to pay invoices that are overdue over 30 days, the Supplier is entitled to terminate with immediate effect the delivery of any other orders in progress. In case the Customer has failed to settle invoices that are overdue over 15 days, the Supplier will refuse to take new orders.

7. PERFORMANCE OF ORDERS

- 7.1 The Supplier shall inform the Customer of the expected time of Product delivery via e-mail.
- 7.2 In case the order cannot be delivered by the previously agreed due date of delivery, the Supplier shall notify the Customer of such circumstance, as well as of the expected period of delay in delivery, and the Parties shall agree on the reasonable extension of the due date of delivery. With respect of the foregoing, the Supplier's delivery shall be deemed as default, only if it fails to deliver the Product to the Customer within the extended due date of performance.
- 7.3 The Supplier is entitled to apply partial performance for the order, and accordingly provide partial deliveries by the due date of performance agreed with the Customer, provided that such delivery does not render the Customer's obligations disproportionately difficult to perform. The Customer may not refuse to contribute to partial performance without good reason.
- 7.4 The Supplier is entitled to supply quantities that deviate from the quantity specified in the Customer's order to a maximum extent of 3%, which the Customer shall accept as due performance and pay the consideration thereof.
- 7.5 The Supplier shall deliver the Products to the place of delivery specified in the purchase order, and confirmed by the Supplier. The Supplier reserves the right to use subcontractors for shipping the ordered Products to the shipping address specified by the Customer.
- 7.6 The Customer is required to inspect the ordered Products with due care upon receipt – in case of failure to conduct such inspection, the Customer may not plead any recognizable defect or deficiency of the Products that could have been detected by way of adequate visual inspection.
- 7.7 Upon the delivery of the Product to the Customer, the risk of damage shall be transferred to the Customer. Any damage caused to the Product after delivery shall have no effect on the Customer's invoice payment obligations to the Supplier.
- 7.8 The Supplier shall retain the title over the Products subject to the Contract until the purchase price of the products is fully paid. In case the Products subject to title retention are combined,

processed or mixed with other objects, the Supplier's title over the specific item created as a result shall be commensurate with the outstanding part of the purchase price. If the Customer fails to pay the purchase price within 30 days of the due date indicated on the invoice, the Supplier is entitled to withdraw from the Contract and demand the Products to be returned to them, and the Customer is obliged to abide all necessary and lawful actions taken by the Supplier to enforce its retained title.

- 7.9 The Supplier's obligation for delivery and meeting the due date of delivery shall become null and void if – due to any extraordinary cause beyond the Supplier's control – some malfunction occurs, or the dispatch of the goods is hindered in any way. In the event of force majeure or under other extraordinary circumstances that are unforeseeable at the time of the conclusion of the Contract and not attributable to the Supplier (in particular, but not limited to downtime caused by fire, flood or other extraordinary circumstances, malfunction of manufacturing equipment or machinery, default performance by the Supplier's contractors, lack of raw materials required for the manufacturing of the Products, lack of labor force, strike, difficulties in delivery, congestions or mandatory provisions that delay or hinder delivery), the Supplier is entitled to delay the delivery until the circumstances hindering the delivery are resolved, of which the Customer shall be notified immediately. In case due to such causes the performance by the supplier is delayed by over four weeks, both the Customer and the Supplier shall be entitled to withdraw from the agreement with regard to the quantity and performance of deliveries in default, with the additional condition that each Party shall bear their respective loss arising from the unfeasibility of the Contract.
- 7.10 In case the Product cannot be delivered due to the Customer's default payment or any other cause attributable to the Customer, the Supplier is entitled to warehouse such Products at the Customer's cost and responsibility, and the Customer is required to pay any related cost incurred by the Supplier. Invoice shall be issued on such goods as well. In case it is the Supplier that provides for the storage of the Products in this period, the Customer is required to pay 0.25% of the purchase price of Products specified in the Contract as storage fee to the Supplier, in respect to each week of storage. The Supplier also reserves the right to apply storage fees below and in excess of the rate specified above.

8. GUARANTEE, WARRANTY

- 8.1 In respect of the Products distributed by the Supplier, the warranty-related provisions of the Civil Code and the relevant European Union regulations, as well as the warranty conditions provided by the manufacturer of the specific Products shall be applicable.
- 8.2 The Customer is required to notify the Supplier in writing of any of its guarantee or warranty claims, by accurately specifying the reason for the claim. The outbound and return shipping costs of the Product subject to warranty or guarantee claim shall be borne by the Supplier.
- 8.3 Any deviation of technological nature in the Product's dimensions that arises during the manufacturing process and does not affect the quality of the Product or its suitability for the previously indicated use shall not be deemed as ground for complaint.
- 8.4 The Supplier does not take liability for such materials delivered for printing that have not been designed by the Supplier.

9. HANDLING PERSONAL DATA

- 9.1 The supplier shall process the Customer's personal data in compliance with the relevant legal regulations, only for the purpose of commercial relations under the Contract, in order to

conclude and perform the Contract, monitor the performance thereof, and enforce the related claims.

- 9.2 The Supplier shall retain such data as long as the commercial relations between the Parties is maintained, and – following the termination of the commercial relations – as long as the all potential outstanding claims are enforced, or until stipulated by the relevant legal regulations. Once such period has lapsed, the supplier shall delete the personal data of the Customer's contact persons from its registry.
- 9.3 The Customer and its contact persons hereby acknowledge that their personal data required for the performance of the order are disclosed to such contractors of the Supplier that are assigned by the Supplier to facilitate the performance of the order.
- 9.4 The Supplier represents that all data of the Customer and its contact persons are handled confidentially, they are not disclosed to any third persons beyond those indicated above, and that all relevant, reasonably expectable actions will be taken to store Customer's data in a safe way, and prevent them from any unauthorized access.

10. CONFIDENTIALITY

- 10.1 The Parties are required to handle all facts, information, data and solution confidentially, as business secrets, and safeguard them without any limitation in time, during the term of the Contract and after the termination thereof. The Parties hereto are not entitled to disclose to any third person or otherwise publish such information. Annual audit, disclosure in court or other authority proceedings, or any other mandatory data disclosure required by law, as well as data disclosure required by the manufacturer of the ordered Product shall be exceptions to such obligation. For any breach of the confidentiality obligation, the Parties shall be charged contractual penalty of HUF 10,000,000, in words 10 million Hungarian Forints, with the additional condition that they are entitled to enforce their claim for damages.

11. MISCELLANEOUS PROVISIONS

- 11.1 The Parties are required to immediately notify each other of any such change in their relevant data that has effect on the performance of the Contract between them, including, in particular, the change in their bank account number, contact details or contact person. For any damage arising from the failure to serve this notice, the liability shall lie with the Party failing to provide the notification.
- 11.2 Purchase of Products shall not result in any intellectual property right associated with the product being transferred to the Customer. Any intellectual property right of the Supplier may become subject to any kind of copyright protecting intellectual property, only if such procedure is initiated or previously approved in writing by the Supplier.
- 11.3 The contents available at the Website shall be deemed as the Supplier's intellectual property. Any use thereof shall be subject to the supplier's written consent.

These GTC shall form inseparable and integral part of the Contract concluded between the Supplier and the Customer, the provisions of which shall be accepted as binding by the Customer upon placing order for the Product.