

## Standard Terms and Conditions

### 1. The scope of present Standard Terms and Conditions

1.1. In this document the following words shall have the following meanings:

1. "Buyer" means the organisation or person who buys Goods;
2. "Goods" means the articles to be supplied to the Buyer by the Seller;
3. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
4. "Seller" means MASTERPLAST Nyrt. and/or its subsidiary companies (hereinafter referred together as "MASTERPLAST Group" and individually as "MASTERPLAST")
5. "STC" means present Standard Terms and Conditions.

1.2. This STC shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing. Any variation to this STC (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

1.3 The Seller shall perform upon present STC only for the Buyer which is on the Seller's customer list with valid customer number.

### 2. Performance

2.1. The Seller is bound by its offers. The Seller may revoke its offer the acceptance or the refusal of it. The binding period shall cease if the offeror revokes the offer by means of a legal

statement addressed to the other party, and the revocation reaches the other party before the other party sends an acceptance.

2.2. The manner of the wholesale packaging of the Goods differs. The packaging units of the Goods are listed on the price list. During the ordering the volumes of the packaging units must be taken account. To ensuring the damage-free delivery the Seller is not able to deliver in smaller quantities than the listed packaging units.

2.3. The minimum delivery value per destination is: EUR 600.

2.4. The Seller provides free sample from the requested Goods. The quantity of the sample differs from the listed packaging unit. It shall be sent in smaller sample portfolio or sample roll.

2.5. This agreement may be terminated by Seller upon simple written notice with immediate effect in the event of the Buyer is declared insolvent or any resolution is passed for its bankruptcy, winding up or liquidation or any other equivalent action under the laws of the country in which it is incorporated.

2.6. Delivery times provided by the Seller are only informative. They can change regarding to performance of the Seller's suppliers or any other unpredictable circumstances. Seller is not liable for the changing of the delivery time for any reason.

2.7. The freightage contains the fee of only one transportation. In case a new transportation shall be necessary because of the Buyer's fault, the Buyer will bear the additional costs.

2.8. The Buyer shall inform the Seller about its special requests e.g. special transportation requests. In case of any additional expenses in consequence of any lack of any information about the special requests, the additional expenses shall be borne by the Buyer.





2.9. If the approaching of the delivery destination needs any special permission, the acquiring of it is the obligation of the Buyer.

2.10. In case the conveyor of the Buyer delivers the Goods as overloaded freight – despite of the Seller's explicit order - the legal consequences of it (e.g.: fine) shall be borne by the Buyer in even such cases if the resolution was issued to the name of the Seller.

2.11. The Buyer may modify or amend any confirmed purchase orders in 48 hours before unloading of them. In case of the goods were produced for a specific goal, the Buyer shall be obliged to pay the purchase price even if the dispatch was not take place for any reason.

### **3. Orders**

3.1. The Buyer may order the Seller's Goods from the seat of the Seller, only in writing, indicating the punctual delivery place (destination). The written order is accepted via e-mail ([mporders@masterplast.hu](mailto:mporders@masterplast.hu)), or by telefax (+36/22/801-378). Any other kind of order (e.g. by oral or via telephone) is not accepted.

3.2. The ordered and shipped Goods are not redeemable.

3.3 The Buyer shall indemnify, defend and hold harmless Seller and its parents, subsidiaries, divisions, officers, directors, employees, attorneys and agents, and their respective successors or assigns, from all costs, expenses and damages (including any and all legal fees) arising from any and all legal actions (whether in equity or at law) against the Buyer by any third party having claims regarding to the regulations of the Electronic Trade and Transport Control System (hereinafter referred to as: EKAER) in case of any fine levied to the procurer/ recipient or to the Seller or any third party.

### **4. Delivery, Goods return**

4.1 The Buyer or its employee or mandatory shall certify the delivery of the Goods by signature and sealing of the delivery note or CMR, and send the certified electronic form of them



via e-mail to the Seller in 3 working days. In case of any shortage of quantity the Buyer may have any claim regarding to that if the shortage is expressly written and indicated on the delivery note or CMR.

In case the Buyer assigns a third party as recipient or assigns a place differ from its seat as destination, then the Seller is entitled to assign any person who is in presence on the place of the delivery.

4.2. The Buyer shall, within 24 hours verify whether performance is as contracted in terms of quality and quantity and the Buyer shall within the shortest possible time, inform in written form the Seller whether performance is identical in terms of quality and quantity with the Goods listed on invoice. After the checking of performance above, the Buyer is not entitled to claim any shortage regarding to quantity or quality. After the procedure above the quantity or quality of the Goods shall be deemed as properly taken over.

4.3 The Buyer is obliged to observe the application rules and the term of warranty of the Goods otherwise the Seller shall not accept any claim regarding to quality.

4.4 The Seller shall charge 20% of the purchase price as handling fee if he is forced to redeem any Goods regarding to wrong order or any other reason.

4.5 The charge of Goods returned and the expenses of the first delivery shall be borne by the Buyer.

4.6 The returned goods shall be redeemed only the condition checked by Seller's representative, in proper, in original packaging.

4.7 The Seller shall not redeem any Goods which were produced for a specific goal (e.g.: with unique printed vignette, unique labelled products, special colors.)





4.8 In case the Buyer takes care of transportation the place of performance is the seat of the Seller. In this case for any damage caused during the transportation shall be paid by the Buyer.

4.9 The Seller provides free of charge consulting for application techniques for its customers. The Seller provides data sheets which include the technological parameters, packaging, and storage and application conditions.

4.10 The sold Goods remain the property of the Seller even after they are handed over to the Buyer, until the Buyer pays the entire purchase money and potential default interests.

4.11 In case the delivery was managed by the Seller and during the reception the Buyer notices damages in connection with the transportation, the Buyer shall register it to the CMR, have it signed by the conveyor, and makes a protocol about it attached by photos. The damage shall be informed to the Seller in 24 hours from the time of reception, otherwise the Seller shall be not obliged to accept the claim of damage.

## **5. Prices and terms of payment**

5.1 The prices listed in the price list are not deemed as offers. If otherwise specifically agreed between the Parties the prices are deemed as net prices without any reductions (e.g. bonus, skonto) and EXW Sárszentmihály, Hungary.

5.2 The Seller after the concluding of the agreement shall have the right of unilateral price increase in case its supplier rises its prices or in case of changing of the foreign exchange rates or in any other case which is not foreseeable currently on the side of MASTERPLAST and the price increase is reasonable. The rate of the price increase shall be justified by the Seller for the request of the Buyer. The Seller shall inform the Buyer about the price increase immediately. In this case the Buyer shall have the right of unilateral termination of present agreement without any reason within 2 working days from the reception of the information above.





5.3 The received Goods or services are due in the date indicated in the invoice. The performance date of the invoice is date of loading. The prompt date of the invoice (payment deadline) is started from the date of performance. The mode of payment is indicated in the invoice. The partial invalidity of any term or invoice of this agreement does not affect the validity of the remainder of the agreement or any invoices. The MASTERPLAST is entitled to issue an invoice – if otherwise the parties not concluded – concurrently with reception of the Goods, or with the providing of any services. The debt may be settled by way of transferring ownership of money to the Seller or by way of deposit or credit transfer to the Seller's bank account. The debt shall be considered settled at the time of taking delivery if paid in cash, or at the time when the Seller's bank credited the amount. All fees, cost, expenses and all other consequences associated with any failure of payment, or resulting from the failure to pay in the agreed currency shall be the responsibility of, and borne by the Buyer.

5.4 Under present agreement the Seller undertakes to ensure the availability of a specific credit limit, which is on the grounds of Coface credit limit. The purchase price of the ordered and the not-yet paid Goods altogether cannot exceed the amount of the credit limit. In case the abovementioned sum exceeds the amount of the credit limit, the parties shall conclude a special agreement with additional collaterals.

5.5 In case of delay in payment the Buyer shall be obliged to pay the default interest rate regulated by the Hungarian Civil Code.

5.6 Based on the parties' special agreement, the Buyer shall be entitled to pay the purchase price in several installments at specific dates. In this case the Seller shall have the right to terminate the payment facilities granted in the event of the Buyer's failure to make the installment payments when due. In this case the Seller shall be entitled to claim its damages altogether with the one sum amount.





5.7 In case the deadlines of Seller's debts exceed 60 days, the Buyer loses its credit limit furthermore the Seller shall have the right to terminate present agreement with immediate effect by making a unilateral written statement to the other party.

## **6. Warranty**

6.1 The Seller will not be liable (whether founded in contract or otherwise) to the Buyer or any other party or parties to any purchase order or this Agreement for any damage or loss, arising out of or relating to this Agreement, or any purchase order issued and accepted hereunder, which constitutes a special, indirect, incidental, consequential, punitive damage or loss, including but not limited to the loss of production, loss of business, revenue or profit, loss of goodwill, loss of contract or opportunities, loss of anticipated savings, or any other indirect or consequential losses or damages whatsoever, whether or not reasonably foreseeable, even if a party has been warned of the possibility of such loss or damages occurring. The bargain arrived at between the parties, including prices and payment in connection with the subject matter of this agreement and under each subsequent purchase order takes into account the limitation of the liability of Seller under this agreement or any purchase order.

6.2 Any prospectus, folder, online register or catalog or any kind of other written marketing materials are simply informative in nature, they are not deemed as any offer or acceptance of offer. The Seller hereby excludes of its any reliability regarding to the content of them. This agreement is the entire agreement between the parties and supersedes all prior and written and oral agreements, understandings and commitments between them.

6.3 The Seller guarantees that the Goods are produced, marked and packaged without prejudice to any patents, brand names, design and other rights of intellectual (including industrial) property of any third parties and that Goods can be sold in the EU without any restrictions. The Seller declares that the Goods corresponds with all legal rules regarding to the trading of the product in all of the countries concerned by present agreement.





6.4 The Seller expressly excludes any kind of responsibility regarding to the quality of the Goods in connection with any warranty or damage occurred in consequence of any kind of act or omission of the Buyer to keep the Goods in proper condition or occurred in connection with the selling of the Goods exceeded the warranty time or caused by improper using.

6.5 The Seller shall handle any failure of quality if it is submitted by written from on the Quality Failure Registration Form and within 15 working days after the reception of the Goods. In any other cases the Seller excludes its reliability.

## **7. Other provisions**

7.1 This agreement shall be automatically part of all contracts concluded by the MASTERPLAST and its Buyers, unless the parties conclude otherwise in written form.

7.2 The Seller publishes present STC in the following locations for its Buyers: On the official website of MASTERPLAST Group: [www.masterplastgroup.com](http://www.masterplastgroup.com)

7.3 The Seller shall publish any amendments of present STC on the same places described in point 7.2. The modified parts of present STC shall come into force after the date of publishing and shall be effective for agreements concluded after such date. The Seller is obliged to inform its buyers the modification of present agreement via written form. The informing via e-mail or the publishing on the official website of the Seller shall be deemed as informing in written form.

7.4 This agreement is intended to provide the general terms and conditions applicable to the supply of all Goods to be ordered from the Seller. Under this agreement and under any subsequent purchase order hereunder any Buyers order and purchase the Goods from the Seller accepts all regulations under present agreement.

7.5 The Buyer intends to purchase from the Seller, and Seller is willing to produce for, and sell to the Buyer as private label products; under the trade name owned by Seller. All the Seller's, its owners' or its affiliate's trade marks shall be and remain the absolute property of the



Seller, its owners' or its affiliates. Any benefit or goodwill derived by or arising out of the use of the Seller's, its owners' and its affiliate's trade marks shall accrue to the Seller, its owner or its affiliates.

7.6 Upon present agreement the Buyer shall not be entitled to use any of the Seller's trade mark, commercial name or any other kind of business designation without the expressly written permission of the Seller.

7.7. Parties shall inform each other in case any of the Parties become aware of any change in any of the data recorded in the agreement and/or any other data relevant to the performance of the agreement indicating the effective date of the change and, if data in an official register are change, attaching documents (e.g. decision of the registrar, certificate of registration) proving the recording and registration of such changes.

7.8. Any amendments or supplements to the agreement shall only be considered valid if made in writing indicating the names of the parties and observing the formality of the agreement both parties have signed the agreement.

7.9 The parties are obliged to keep strictly confidential all information and data acquired in connection with the concluding or completion of present agreement. This duty of non-disclosure applies on all of parties' workers who will take part in providing services herein. The parties are obliged to hold information in confidence even after termination of present agreement.

7.10 This agreement will be governed by and construed under the laws of Hungary without regard to conflicts of law principles that would require application of any other law. Any dispute or claim arising out of or in relation to this agreement, or the breach, termination or validity thereof, shall be referred to and finally resolved exclusively by the District Court of Székesfehérvár (Hungary) or – depending on the scope of authority – by the Regional Court of Székesfehérvár (Hungary).





7.11. If any court of competent jurisdiction holds any provision of this agreement invalid or unenforceable, the other provisions of this agreement will remain in full force and effect. Any provision of this agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

7.12. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver.

