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§ 1 General Scope of Application

- (1) The following detailed GTC shall apply to all offers, sales and deliveries of SHOPTÉC, unless the Supplier has agreed to deviating from these terms in writing. Any of the Customer's general terms and conditions of delivery and payment shall only apply if they do not deviate from the Supplier's general terms and conditions of delivery and payment. Furthermore, any of the Customer's general terms and conditions may only be taken into account if the Supplier has expressly agreed to them in writing. Any of the Customer's general terms and conditions that deviate from or supplement the Supplier's present general terms and conditions of delivery and payment shall not be binding for the Supplier - in the absence of the Supplier's express written consent - even if the Supplier does not expressly object to them. As a general principle, delivery performed by the Supplier without reservation shall not be deemed to constitute acceptance of the general terms and conditions of the Customer. Should the Supplier's present general terms and conditions of delivery and payment and the Customer's potential general terms and conditions of contract - which have duly been sent to the Supplier and expressly accepted by it in writing - contradict one another, the present general terms and conditions of delivery and payment of the Supplier shall prevail (priority rule). If the Customer's possible general terms and conditions - duly sent to and accepted by Suppliers - contain similar priority rules, and if the contradiction of the terms and conditions cannot be resolved, the provisions of the currently applicable Hungarian legal provisions shall prevail in place of the contradictory provisions. Orders communicated orally, by telephone, by fax, by e-mail or by connection via EDI interface, or agreements concluded in this way, are not binding for the Suppliers, as long as these orders and agreements are not confirmed in writing (by e-mail, by fax, by post or by EDI interface). These General Terms and Conditions of Delivery are an integral part of the contracts concluded between the Supplier and the Customer.
- (2) These GTC shall only apply vis-à-vis entrepreneurs within the meaning of Section 8:1 Par. 4 of Act V of 2013 on the Civil Code (hereinafter: "**Hungarian Civil Code**"), but not vis-à-vis consumers.

§ 2 Offer - Offer Documents

- (1) Offers issued by SHOPTÉC shall not be binding, unless their binding nature is explicitly stated in the written order confirmation.
- (2) Orders can be transmitted by post, by email, by connection via EDI interface or via the online shop (www.shoptec.com). Via the online shop, the Customer is requested to submit a binding offer to conclude a purchase contract. The contract has not yet been concluded when the order is sent by the Customer. The Customer receives a confirmation of receipt of the order by e-mail (confirmation of receipt). This confirmation of receipt shall not constitute an acceptance of the offer, but shall only inform the Customer that the order has been received by SHOPTÉC. SHOPTÉC shall confirm the acceptance of the Customer's offer separately in writing (order confirmation). The contract shall be concluded with this written acceptance of the Customer's offer by SHOPTÉC.
- (3) The Supplier shall not be liable for any damages resulting from faulty fulfilment, which is due to order forms that are filled out in an illegible, faulty, defective or misleading, etc. form.
- (4) The Supplier shall not be liable if the order confirmation cannot be delivered, due to reasons that are attributable to the Customer.
- (5) Immediately after receipt, the Customer is obliged to check the correctness of the sent order confirmation. The Customer is obliged to provide any comments and objections regarding the Supplier's order confirmation in a verbal form and without delay. These comments are also to be confirmed in writing. The Customer shall be liable for any damage arising as the result of the failure to comply with the above instructions.
- (6) Cancellation of an order by the Customer may be made in writing within 2 working days after dispatch of the order confirmation. In the event of the Customer cancelling after 2 working days, but no later than 3 working days before the planned delivery (delivery date in the order confirmation), 75% of the order value shall be invoiced. In the event of cancellation by the Customer within 3 working days before the planned delivery, 100% of the order value shall be invoiced. The cancellation shall be valid upon receipt by SHOPTÉC.
- (7) All indications of quantities, dimensions, colours, and weights contained in SHOPTÉC's offers and brochures shall be understood, albeit taking into account the tolerances customary in the trade.

§ 3 Prices - Terms of Payment

- (1) Unless otherwise stated in the order confirmation, the Supplier's prices shall apply "ex works", excluding packaging; unless otherwise agreed, this shall be invoiced separately. The Supplier reserves the right to change the prices accordingly if, after the conclusion of the contract, cost reductions or cost increases (in particular due to contracts which may influence the prices) or material price changes occur.
- (2) The Supplier's price quotations do not include the statutory value added tax, other taxes, customs costs; these will be shown separately in the invoice in the statutory amount on the day of invoicing.
- (3) Our company regularly checks your creditworthiness when concluding contracts and in certain cases where there is a legitimate interest. For this purpose, we transmit your name and contact details to our credit agency.
- (4) The deduction of discounts requires a special written agreement. Promises of discounts shall only apply in the event that the Customer is not in payment arrears with previous invoices.
- (5) Unless otherwise stated in the order confirmation, the net purchase price (without deduction or set-off) shall be paid in advance. The statutory rules on default of payment shall apply. In the event of a delay in payment, the Customer shall be obliged to pay twice the base interest rate applicable on the last day before the calendar half-year affected by the delay in payment as interest on arrears. Furthermore, he shall be obliged to bear - and/or reimburse - all fees and costs arising in connection with the collection as well as to bear all damages of the Supplier resulting therefrom.
- (6) Transfers from abroad shall be effected free of charge for the recipient (SHOPTÉC).
- (7) Invoice objections shall be possible within 5 working days after receipt of the invoice.
- (8) In the event of a contractual breach (in particular in the case of default of payment), the Supplier shall be entitled to request that the Customer grant a period of grace and withdraw from all or-

- ders - without liability for damages - following the unsuccessful expiry of the period of grace. The right to claim damages shall not be excluded by the Supplier's withdrawal. The Customer shall be obliged to bear all incurred costs related to the assertion of the Supplier's legitimate claims.
- (9) In case of default of payment, SHOPTÉC shall be released from the fulfilment of the obligations resulting from the contract until payment of the aforementioned amount and shall be entitled to withhold its own due performance or partial performance resulting from the contract.
- (10) The Customer shall only be entitled to set-off rights if his counterclaims arising from the same contractual relationship have been legally established, are undisputed, or if they have been explicitly acknowledged by SHOPTÉC in writing.
- (11) Any technical drawing changes that are transmitted by the Customer after the start of production shall be charged to the Customer with all costs that have been incurred. In the event of any technical changes, SHOPTÉC reserves the right to change the confirmed delivery date appropriately.
- (12) Generally speaking, customs clearance shall not be performed by SHOPTÉC. SHOPTÉC may organise customs clearance with an explicit written agreement with the Customer. In such cases, all customs clearance costs shall be charged to the Customer.

§ 4 Delivery periods

- (1) Delivery times shall be stated in the individual contract between the Customer and the Supplier or in the written order confirmation. The Supplier is also entitled to advance performance, and he must inform the Customer of this accordingly. The Customer shall be obliged to accept the said advance performance. The stated delivery period shall only be authoritative if all technical questions have been clarified in advance. In line with the provisions of the German Civil Code (BGB) SHOPTÉC shall only be in default if SHOPTÉC is responsible for the circumstances resulting in the failure to deliver.
- (2) Compliance with the Supplier's delivery obligation shall continue to require the timely and proper fulfilment of the Customer's obligation. The Supplier shall do everything possible to satisfy the delivery deadlines. However, the deadlines are not binding for technical reasons. If the stated deadline expires and the Supplier cannot perform the service, the Supplier is obliged to inform the Customer and to provide a new, reasonable deadline.
- (3) Should the Customer be in default of acceptance or culpably violate other duties to cooperate, SHOPTÉC shall be entitled to claim compensation for damages incurred in this respect, including any additional expenses. SHOPTÉC expressly reserves the right to claim further damages.
- (4) When the conditions of paragraph (3) are fulfilled, the risk of accidental loss or accidental deterioration of the purchased goods shall pass to the Customer at the moment he is in default of acceptance or creditor's default.
- (5) The delivery date is the date on which the goods are dispatched to the agreed delivery address or are taken over at the Csót plant by the forwarding agent commissioned by the Customer.

§ 5 Packaging

Transport packaging and all other packaging in accordance with Government Ordinance No. 442/2012 of 29. XII. on packaging and packaging waste will not be taken back, with the exception of reusable pallets (EUR pallets). The Customer is obliged to organise disposal of the packaging at its own expense.

§ 6 Taking Products Back as a Gesture of Goodwill

- (1) Taking goods back as a gesture of goodwill (voluntary) is only possible on the basis of a written application by the Customer and the unilateral consent of the Supplier. The Customer is not entitled to demand the return of products based on goodwill (voluntary) under any legal title. If the Supplier takes back goods on the basis of goodwill (voluntarily), the Customer is obliged to return the goods in their original condition and in the undamaged original packaging. Once the returned goods have been checked, the Customer will receive a credit note minus 20% for fees, which can be offset against new orders. Should this not be possible, a return on a goodwill basis is ruled out.
- (2) The Customer shall bear the costs and the risk of the return shipment. Returns that have not been promised in writing in advance will not be accepted. The Customer will be informed of the exact return address in writing by the Supplier.
- (3) For tailor-made products outside the SHOPTÉC core programme, there shall be no possibility of return as a gesture of goodwill.

§ 7 Liability for defects

- (1) The Supplier shall neither be liable for material defects that are due to unsuitable or improper use, faulty assembly by the Customer or third parties, normal wear and tear, faulty or negligent handling, nor for the consequences of improper modifications made by the Customer or third parties without our consent.
- (2) Claims for defects on the part of the Customer require that the Customer notifies the Supplier in writing of the defects immediately upon their discovery in accordance with § 6:162 Par. 1 Hungarian Civil Code in writing. The Customer shall be liable in accordance with § 6:162 Par. 3 Hungarian Civil Code for the damages resulting from the delay of the notification.
- (3) Insofar as the item is defective, the Supplier shall be entitled, at its discretion, to subsequent performance in the form of rectification of the defect or delivery of a new item free of defects (repair or exchange).
- (4) If the supplementary performance described in the above point fails twice, the Customer shall be entitled, at its option, either to demand withdrawal from the contract, or to demand a reduction in price.
- (5) The Supplier shall reimburse damages to the goods to the full extent insofar as the Customer asserts claims for damages that are based solely on intent as well as intent on the part of the Supplier's representatives or vicarious agents. The liability for damages is restricted to the foreseeable, typically occurring provable damage.

- (6) Unless stipulated otherwise above or when stipulated by law, the Supplier's liability is excluded, irrespective of the legal nature of the asserted claim. This applies, in particular, to claims for damages arising from culpable conduct occurring during the conclusion of the contract. During the discussions, the parties shall cooperate regarding the conclusion of the contract and the offer preparation and inform each other of the important circumstances concerning the contract. If the contract is not concluded, neither of the parties is entitled claim damages with reference to the breach of its obligations as referred to above.
- (7) Insofar as the Customer is not entitled to damages against the Suppliers or such claims are limited, this shall also apply with regard to the personal liability for damages of its employees, representatives and vicarious agents.
- (8) The limitation period for claims for defects is 12 months, starting from the transfer of risk.

§ 8 Retention of Title

- (1) The Supplier retains title to the item until receipt of all payments arising from the business relationship with the Customer (extended retention of title). If the Customer violates terms of the contract, in particular in the event of default in payment, the Supplier shall be entitled to take back the item. When the Supplier takes the item back, this shall not constitute a withdrawal from the contract, unless the Supplier has expressly declared this in writing. After taking back the item, the Supplier shall be entitled to turn it to account; the realisation proceeds shall be credited against the Customer's liabilities - minus reasonable realisation costs. SHOPTEC shall be entitled to have the fact of the retention of title and the person of the Customer entered into the register of credit securities at any time, the costs of which shall be borne by the Customer and which he shall be obliged to advance.
- (2) The Customer is obliged to treat the item with care; in particular, the Customer is obliged to insure it adequately against damage by fire, water and theft at the replacement value and at his own expense. If maintenance and inspection work is required, the Customer must carry this out in good time at its own expense. The Customer is not entitled to charge any costs on the basis of due diligence or maintenance measures concerning the goods subject to retention of title.
- (3) The Customer must immediately inform the Supplier in writing in the case of seizures or other interventions by third parties. The Customer shall be fully liable for any damages arising from seizure or other measures which cannot be reimbursed from other sources.
- (4) The Customer shall be entitled to resell the goods with SHOPTEC's prior written consent and in the ordinary course of business. If the Customer has not paid the invoice in full after the expiry of the time limit, but has resold or processed the goods, he shall be obliged to assign to the Suppliers his claims resulting from the resale or processing after the expiry of the time limit. The assignment shall become effective upon the Supplier's declaration of acceptance. The Customer is obliged to inform the Obliger of the assignment in writing. If the damages arise from the uncollectibility or default of payment of the assigned amount, the Customer shall not be released from the obligation to pay damages to the Supplier by the assignment.
- (5) The processing or transformation shall be carried out for SHOPTEC if the item is processed or transformed by the Customer. If the item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion of the value of the item (final invoice amount, including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the item delivered subject to retention of title.
- (6) If the item is inseparably combined or mixed with other items not belonging to SHOPTEC, then SHOPTEC shall acquire co-ownership of the new item in ratio of the value of the item (final invoice amount, including VAT) to the other combined/mixed items at the time of combination/mixing. If the mixing is performed in such a way that the item of the Customer is to be regarded as the main item, it shall be deemed as agreed that the Customer transfers co-ownership to SHOPTEC on a pro rata basis. The Customer shall keep the sole ownership or co-ownership thus created in safe custody for SHOPTEC.
- (7) Upon request of the Customer, SHOPTEC shall be obliged to release the securities to which it is entitled insofar as the realisable value of the securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released shall be incumbent upon SHOPTEC.

§ 9 Catalogue Details

The product-related information contained in the online catalogue (e.g. advertising illustrations, delivery time, prices) are non-binding and do not represent a description of the quality of the respective goods. Changes and errors are expressly reserved.

§ 10 Miscellaneous

- (1) The Supplier reserves the property rights and copyrights to logos, drawings, illustrations, renderings, photos, descriptions, and offers. This also applies to such written documents which are designated as "confidential". The Customer is not entitled to pass on these documents to third parties, to use them, to copy them, to distribute them, or to grant third parties permission to do so without the express and prior consent of the Supplier.
- (2) Punching or forming tools as well as other devices required for the manufacture of custom-made products shall be invoiced to the Customer. It is agreed that these tools and devices remain the property of the Supplier. The Customer may demand that such tools be used only for orders placed by it.
- (3) Samples or drawings sent to the Supplier by the Customer will only be returned on request and within 30 calendar days of submission of the offer. If an order is not placed, and unless a return is requested, SHOPTEC shall be entitled to destroy samples and drawings one month after submission of the offer.
- (4) The parties shall be obliged to treat all information, technical data, drawings, etc. related to the order strictly confidential. This shall also apply after the conclusion of the business relationship.

§ 11 Data management

The Customer expressly agrees that the Supplier shall manage its data relating to the delivery. The Customer also agrees that, in the event of a possible debt on the part of the Customer and in the interest of recovering the debt, this data may be communicated to the company specialising in this field or to the Supplier's legal representative.

§ 12 Vis Maior

Extreme weather conditions, natural disasters, terrorist offences, war, mobilisation, blockade, export-import bans, technical failure of vehicles, strikes, and all circumstances and events that are unavoidable on the part of the Supplier and which make the performance of the agreement impossible or delay it unreasonably, entitle the Supplier to withdraw from the agreement or to temporarily suspend the performance of the agreement. If the agreement cannot be performed due to vis maior, the Supplier shall not be liable for this.

§ 13 Severability Clause

- (1) Should any of the foregoing provisions of the GTC be or become invalid or void, the validity of the remaining provisions shall not be affected thereby.
- (2) Customs which the parties had agreed to apply in their previous business relations, and any practices which have been formed between them, shall not apply in your present legal relationship. Furthermore, the content of the contract shall not include customs generally known to the subjects of similar contracts and regularly applied by them in the given line of business. The Supplier is obliged to unilaterally modify the General Terms and Conditions of Delivery. The General Terms and Conditions of Delivery are available on the Supplier's website.

§ 14 Place of Jurisdiction - Place of Performance

- (1) For the resolution of any disputes, the Parties agree on the exclusive jurisdiction of the competent court located in Győr.
- (2) The law of Hungary shall apply.
- (3) Unless otherwise stated in the order confirmation, the place of performance shall be the Supplier's registered office.