

**Hullám-Pack Csomagolóanyaggyártó és
Forgalmazó Kft.**

Seat: 1165 Budapest,
Hunyadvár u. 56. II. em. 2.

Postal address/Permanent establishment:

2400 Dunaújváros,
Lánczos Kornél u. 2.
Website: www.hullampack.hu

Bank account number: 10700134-26678302-51100005

Company registration number: 01-09-873115

Tax number: 11452968 - 2 - 42

**GENERAL CONTRACTUAL AND SUPPLY
TERMS AND CONDITIONS**

The rules for selling and delivering corrugated cardboard products:

1.) Validity and scope of the contract: These terms and conditions shall apply to all contracts to be concluded by Hullám-Pack Kft. (hereinafter: Supplier) concerning the above subject and the related deliveries and shall constitute the compulsory content of all contracts. The Company displays its general contractual terms and conditions at its seat, it publishes them on its website and encloses them with its brochures and sends the contractual terms and conditions by post or fax to the address or telephone number specified by the contracting party, the customer, or the Customer makes a declaration concerning the acceptance thereof.

The contracting parties may only depart from these terms and conditions upon mutual agreement and making a reference to the departure from the general terms and conditions, else such departure shall be null and void. These general contractual terms and conditions shall enter into force on 01.04.2023 and at the same time, the General Terms and Conditions in effect earlier shall become inoperative.

The contracting parties may deviate from these terms and conditions only by mutual agreement and by referring to the deviation from the general contract terms, otherwise the deviation is invalid.

The contract shall be concluded – with the content regulated by these general contractual terms and conditions – by the confirmation by the Company of the Customer's order – if no written comments are submitted by the Customer within 3 days from the receipt thereof – or in other cases, by the dispatch or acceptance of the goods.

The Company shall only conclude individual contracts in writing which may only be validly modified in writing.

The Company shall have the right to refuse further deliveries and to cancel an already concluded contract – without an indemnification obligation – if the Customer fails to comply with its payment obligation by the deadline, or a circumstance occurs relating to the Customer which may jeopardise the Customer's solvency.

2.) Delivery: If it is the Customer's duty to arrange for the delivery of the goods, the Supplier shall notify the Customer of the availability of the product for delivery and the Customer shall ensure that the product is fully accepted and carried away within 3 days. In the event the Customer fails to collect the goods within 3 days, the Supplier shall notify the Customer thereof in writing and deposit the goods from the 4th day in its store at its own permanent establishment or have the goods stored by a third party. The costs of such storage shall be HUF 120/day/pallet + VAT.

If the Customer fails to take measure for the removal of the goods within 30 days, then after the 30th day, the Supplier shall be entitled to issue an invoice for the goods and the incurred warehousing costs and destroy the goods after sending a demand letter to the Customer.

The delivery note issued by the Supplier and signed by the Customer or its agent shall serve as a basis of settlement. The acceptance of the product shall take place at the Company's permanent establishment where the Customer or its agent shall ascertain that the products are free from any defect. The Customer's or its agent's signature on the delivery document shall evidence the quantitative acceptance of the goods, including proper and accepted packaging, tying with tape, placement on pallet, and the condition of the product. If any observation is made upon the acceptance of the goods, or in the case of any transportation damage, etc., the pre-condition of the acceptance of the complaint shall be that the Customer or its agent indicate the fact of damage, the number of the damaged products, the shortage of products on the delivery document and attest it with his name and signature.

After the goods left the site, losses due to damage or shortage observed during unloading or in any other way shall be borne by the Customer. In the case of any quality complaint, the product shall not be used as long as the matter remains unsettled, or if it has already been used, the Company shall not undertake any liability for additional losses arising in relation thereto. If the Supplier is responsible for delivery, the risk of damage shall pass on to the Customer at the destination of the delivery, upon arrival. In this case, the Supplier shall only send a notice of delivery if the date thereof is different from that specified in the contract. The Customer acknowledges that the delivery takes place by collective delivery which means that performance does not necessarily takes place at a specified point in time. The Customer shall ensure that a person authorised for acceptance is present at the place of acceptance who shall evidence acceptance with legible signature and company seal. The place of acceptance shall be specified in the contract concluded by the parties or in the confirmation of the order. The deadline for performance by the Supplier shall be the delivery period stated in the order confirmation. The Supplier can deliver the product during this period without providing any special notice, or prior to such period, subject to advance notification and consent of the Customer.

Unless provided otherwise, acceptance shall take place on working days between 8 am and 4 pm. At the Customer's express request, the Supplier shall send a separate notice of the time of handover and acceptance.

At the Customer's request, for a maximum of 30 days, the Supplier may undertake storage of a part or all of the products for a fee. In such a case, the Supplier may issue a separate invoice concerning such item as goods stored at a third-party location and the Customer shall accept such invoice. The Supplier shall undertake storage for a fee on the basis of charges detailed in a separate agreement.

The qualitative acceptance of the product shall take place on the working day following the day of use, but at the latest within 8 working days from delivery. If no written feedback is received during the above period of time, it shall be regarded as the qualitative acceptance of the product. In the case of faulty performance, the Customer shall notify the Supplier. The Supplier's commercial representative shall inspect the defective product on the premises, take a sample, and record the comments, to be evidenced by both parties with their signatures.

The Customer shall store the product with a quality defect separately and allow the Supplier to inspect the faulty product on the premises.

The price of the product does not include the cost of production of the cliché (form), cutter, etc., so such costs shall be invoiced separately, when incurred. The costs of the ordered and manufactured tools (cliché, cutter, etc.) shall not be refunded by the Supplier but shall be provided to the Customer upon request.

The clichés and cutters shall be scrapped by the Supplier 2 years after their last use, of which it shall notify the Customer. If the Customer does not respond within 15 working days from receiving the notice, the Supplier will destroy them.

3.) Size, weight, quantitative and other conditions during delivery:

a./ Size tolerance:

Sizes and size tolerance per dimension: $\pm 2\text{mm}$

Unless otherwise agreed, the internal measurement shall apply in the case of all corrugated products (order: length, width, height). In the case of corrugated cardboard plates, the first figure always indicates the side parallel with the wave. The sizes are specified in mm.

Maximum allowed tolerance in the case of flap gluing: $\pm 2\text{ mm}$

Maximum allowed tolerance in the case of flap gluing: $\pm 3^\circ$

Maximum allowed tolerance in the case of print position: $\pm 2\text{ mm}$

Maximum allowed tolerance in the case of print position: $\pm 3^\circ$

b./ Weight and qualitative differences

The Supplier shall not take liability for differences in colour, gluing, stitching, or printing acceptable in the trade.

The Supplier shall not undertake any liability for graphics supplied by the Customer or complaints due to the defect of the base material specified, or the tool supplied, by the Customer.

The plate weight per square meter may differ by $\pm 5\%$ from the mean value.

c. Quantitative differences

The allowed tolerance upon delivery – applicable to additional deliveries as well – is $\pm 10\%$ which shall not be regarded as a contractual breach.

d./ Accuracy of delivered quantity:

If an accurate deliverable quantity is stipulated, the following additional charges shall apply:

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|-------------------|------|
| Under 200 pieces: | 30 % |
| 201-500 pieces: | 20% |
| 501-1000 pieces: | 10% |
| 1001-2500 pieces: | 8% |
| 2501-5000 pieces: | 6% |
| Over 5000 pieces: | 5% |

4.) Packaging, pallet: The product shall be delivered and handed over on pallets. The load is tied down by strapping tape and the top is covered by a cardboard plate. The height of the load can vary between 120-220 cm, unless otherwise stipulated. The Supplier uses modern MÁV EUR pallets of size 800x1200. The Supplier accepts exchange pallets of the same quality to replace the pallets delivered with the goods. If no pallets are supplied in exchange, the Supplier shall invoice the pallets and send the invoice to the Customer together with a packaging consignment note suitable for the identification of the consignment. Pallets invoiced in such a manner shall be taken back by the Supplier for 30 days from the date of delivery at the unit price specified in the consignment note. The Supplier shall not take back damaged, defective, repaired, non-modern, or non-standard EUR-pallets. The pallets shall only be taken back at the branch of the Supplier in Dunaújváros.

5.) Warranty: The Supplier undertakes to produce and control its products in accordance with the technical regulatory documents in force and its internal regulations. Any complaint regarding product quality shall be validly reported to the Supplier's commercial representative indicated in the confirmation of the order, subject to a 60 day term of limitation from the date of performance.

The report shall only be valid if made in writing. If a complaint is not received in writing, or by the statutory deadline, the Company shall not be obliged to investigate it on the merit and in the lack thereof, the Company excludes its liability.

In the case of any claim for damages against the Company for faulty performance or any other claim, the amount of the claim may not exceed the consignment value, with the exception of the case specified in Article 342 of the Civil Code.

6.) Maintaining title, default: The Company shall maintain title to the delivered products until the purchase price is fully paid. In the case of the Customer's payment default, the Customer undertakes to pay late penalty in accordance with the Civil Code and the pre-condition of the delivery of additional consignments shall be the advance payment of 120% of the purchase price of the goods to be supplied, of which 20% shall be offset against the earliest debt.

7.) Legal dispute: The parties agree that they shall attempt to settle disputes, if any, in the first place amicably. In the case of failure to do so, the parties stipulate the exclusive competence of the Municipal Court of Dunaújváros (or where the county court has jurisdiction, the sole competence of the Fejér County Court).

Dated: Dunaújváros, 1 January 2024

Hullám-Pack Kft.

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