

# General Terms and Conditions of Hacona Packaging Technology Kft., (in the following "Vendor")

Valid from 1st January 2020

## I. General

1. All deliveries and performances shall be subject to these terms as well as to separate contractual agreements should such agreements exist. Differing purchase conditions shall not become a subject matter of these General Terms and Conditions even after the acceptance of the order. The contract shall come into force with the written order confirmation in default of any special agreement.
2. The Vendor reserves the right of property and copyright in samples, cost estimates, drawings or similar information of physical or nonphysical nature – also in electronical form; the disclosure of such information to third parties shall not be permissible. The Vendor shall oblige himself to disclose information and documentation marked by the Orderer as confidential to third parties only after the latter's prior approval.

## II. Offer and contract statements

1. All information, technical data and prices in brochure, advertisement and offers are subject to changes. All offers and prices in pricelists are not binding. Special offers are valid 30 days from the date of issue of our offer.
2. Next talk, modifications, additions and/or any difference from our General Terms and Conditions are only valid if Vendor confirmed his agreement on this. These agreements have to be made in written form.
3. Information and prices in quotations and/or order confirmations of the Vendor, based on a public mistake, especially a typing or calculation error, do not obligate the Vendor. Rather, the obvious explanation is intended.
4. Technical changes and changes in shape, color and/or weight within reasonable level are reserved by the right of the Vendor.

### III. Prices and payment

1. In default of a special agreement, the prices shall be payable EXW Budapest, Hungary (Incoterms 2010). Excluded are cost for installation and training. To the prices, the valid legal value added tax shall be added.
2. The prices exclude the freight cost and the cost of pallet packaging, but include the cost of primary packing such as boxing and baging, except for those cases where packaging costs are stipulated in the offer and/or order confirmation of Vendor.
3. The minimum order value per order is EUR 300,00. If the order value is less than the minimum order value a handling fee of EUR 30,00 will be charged separately.
4. Following extra charges (with any order value) will be charged for wood pallet packaging:

EURO wood pallet	(1200 x 800 mm)	30,00 EUR / pal.
(If we receive at take over changed EURO pal., than the cost will not be charged!)		
Disposable wood pallet	(800 x 600 mm)	24,00 EUR / pal.

Except those cases where packaging costs are stipulated in the offer and/or order confirmation of Vendor.

5. In case Orderer modifies his order after the order confirmation of Vendor and Vendor undertakes and confirms the supplementary order or orders for the same delivery, Orderer is obliged to pay a handling fee of 50,00 EUR / supplementary order but at his own discretion Vendor reserves the right to confirm this supplementary order or orders as separate order and delivery.
6. Vendor reserves the right, to make price changes due to cost increases that occur between the time of order confirmation of Vendor and the delivery time. The same goes for writing or printing errors or other errors in the pricing of the goods.
7. With the publication of a new price list all previous price lists lose their validity.
8. The prices shall be payable net without discount to the account of the Vendor. Terms of payment as per the offer respectively order confirmation of Vendor.
9. The retention of payments or the offset due to any claims by the Orderer contested by the Vendor shall not be permissible.

### IV. Delivery period

1. The delivery time is specified in the agreement between Vendor and Orderer. Condition for the compliance by the Vendor is, that all commercial and technical questions between both contractual partners have been clarified and that the Orderer has fulfilled all his obligations, such as provision of all necessary official procedures or permits or effected an agreed down payment. Should this not be the case, the

delivery time shall be extended appropriately. Should the Vendor be responsible for the delay this does not apply to.

2. The compliance of the delivery period is subject to correct and timely self delivery. The Vendor has to inform the Orderer of such delays as soon as possible.
3. The delivery period shall be considered as complied with if – up to its expiration – the delivery item will have left the factory or a 'ready for dispatch' note will have been submitted. If an acceptance was agreed, the acceptance date shall be decisive unless the acceptance was rightfully denied, or – in default of this – the 'ready for dispatch' note.
4. If the shipment or the acceptance of the goods is delayed due to reasons for which the Orderer is responsible, he shall be charged for the costs occurred by the delay starting one month after the submission of the "ready for dispatch" note.
5. If the nonobservance of the delivery period is due to Acts of God, to labor disputes or other events outside the influence of the Vendor, the delivery period shall be extended appropriately. The Vendor shall inform the Orderer about the start and end of such circumstances as soon as possible.
6. The Orderer shall be entitled to withdraw from the contract if the Vendor is definitely not able to fulfill the entire performance of the contract. The Orderer shall also be entitled to cancel the contract, if the execution of part of the delivery scope becomes impossible and if the Orderer can prove a justified interest in refusing the partial consignment. If this is not the case the Orderer has to pay the contract price applicable for the partial shipment received. The same shall apply in case of the impossibility of performance of the Vendor. Otherwise Paragraph VIII.2 shall apply. If the impossibility occurs through the sole or partial fault of the Orderer, the latter shall remain obliged to pay in return.

## **V. Transfer of risks, acceptance**

1. The risk shall be transferred to the Orderer after the delivery item will have left the factory, even in such cases where partial shipments are made, or where the Vendor has also accepted other performances, such as shipment costs or delivery to the site and installation. If an acceptance was agreed, the latter shall be decisive for the transfer of risks. The acceptance must be carried out immediately on the agreed date, in default of this after the 'ready for dispatch' note by the Vendor. The Orderer shall not be entitled to refuse the acceptance due to an insignificant defect.
2. If the shipment or the acceptance is delayed due to circumstances for which the Vendor is not responsible, the risk shall be transferred to the Orderer on the day on which the ,ready for dispatch' or ,ready for acceptance' note is submitted. The Vendor shall oblige himself to take out the insurances demanded by the Orderer at the latter's costs.
3. Partial shipments shall be permissible if not unreasonable for the Orderer.

## VI. Retention of title

1. The Vendor retains title in the delivery item until the reception of all payments in accordance with the delivery contract.
2. The Vendor shall be entitled to insure the delivery item against theft, breakage, fire, water and other damage at the cost of the Orderer unless the Orderer has provably taken out such insurance himself.
3. The Orderer shall not be entitled to sell, put in pawn or give in security the unpaid delivery item. In the case of attachment as well as seizure or other dispositions by a third party, the Orderer shall be obliged to inform the Vendor without delay.
4. In the case of a behavior contrary to the contract terms through the Orderer – particularly in case of default of payment – the Vendor shall be entitled to take back the delivery item after demand for payment and the Orderer shall be obliged to hand it out.
5. The application for the institution of bankruptcy, liquidation and final liquidation proceedings shall entitle the Vendor to withdraw from the contract and to demand the immediate handing out of the delivery item.

## VII. Defect claims

The Vendor shall perform as follows for defects of quality or defective titles excluding any further claims, notwithstanding Paragraph VIII.

Complaints can only be considered if the Vendor is informed about obvious defects immediately upon delivery and the defects are noted on the delivery note, others will be notified in writing within three days after delivery. For any other complains later on the Vendor does not accept any liability.

1. At the discretion of the Vendor, all such parts shall be repaired or replaced with parts free from defects which prove to be defective within 12 months since their commissioning due to a circumstance before the transfer of the risk. The warranty includes only the free of charge change of parts, but does not include any labor, shipping and travel costs. The Vendor shall be informed about such defects in writing without delay. Replaced parts shall become the property of the Vendor and must be returned at the expense of the Purchaser to the Vendor's factory.

If parts will not be returned by the Orderer to Vendor's factory within 14 days after receiving the parts under warranty than Vendor reserves himself the right to invoice the parts which have not been returned. The Orderer agrees to pay the total cost of the invoice.

2. For the execution of all repairs and replacement deliveries which the Vendor deems necessary, the Orderer shall make available the required time and opportunity; otherwise, the Vendor shall be released from his liability for the resulting consequences.
3. In particular, the warranty shall be excluded in the following cases: inappropriate or improper use, defective assembly or repair through the Orderer or third parties, natural wear, lack of or negligent treatment, improper or undue maintenance, unqualified operating material, damages due to corrosion,

fire or water, chemical, electrochemical or electrical influences – if they lie in the responsibility of the Vendor. Excluded, any liability for consequential or damage in transit and transport.

4. No warranty is given for the following consumable/ware parts: silicone rubber, PTFE materials, sealing wire, cutting knife, cutting knife assembly and sealing wire tensioning units and other parts, which are noted in the offer, order confirmation or instruction manual of the machine.
5. In the case of improper repair work through the Orderer or a third party, the Vendor shall not be liable for the consequential damage. The same shall apply in case of changes and manipulations executed by the Orderer without prior approval by the Vendor.

## VIII. Liability

1. If the delivery item cannot be used by the Orderer due to the omission or defective execution of proposals or counsels of Vendor before or after concluding the contract, or due to the violation of other contractual secondary obligations – in particular concerning the operating and maintenance instructions for the delivery item – the regulations in Paragraphs VII and VIII.2 shall apply to the exclusion of any further claims by the Orderer.
2. For damage which did not originate in the delivery item itself, the Vendor shall only be liable – for what legal reasons ever:
  - a/ in case of intent
  - b/ in case of gross negligence of the owner/of the organs or executive managers
  - c/ in case of defects which he deliberately concealed or the absence of which he had granted
  - d/ in case of defects of the delivery item, as well as for personal or material damage to privately used objects in accordance with the product liability law.

In the event of a breach of fundamental contract duties, the Vendor is also liable for gross negligence of their employees and in case of slight negligence however limited, from the contract typical reasonably foreseeable damage. Further claims are excluded. The Vendor does in particular not accept liability for lost profits or other economic losses of the Orderer.

3. Transport damage:

Shipping claim or transport damage can be processed only if the damage is reported on the delivery note, CMR or other shipping document and confirmed and certified in the presence of the carrier / driver. In all cases the vehicle license plate No. and drivers name has to be noted. Without this confirmation / certification of carrier / driver we are NOT able to process claims!

## IX. Statute of limitations

All claims by the Orderer – on the grounds of what legal reasons ever – shall expire by limitation after 12 months. All claims falling under Paragraphs VIII 2.a – 2.d shall be subject to the legal statutory periods. They shall also be valid for defects at a building or for delivery items which were used for a building in accordance with their due use and caused defectiveness of the building.

## X. Right of rescission by the Orderer

1. The Orderer shall be entitled to withdraw from the contract if the Vendor is definitely not able to fulfill the entire performance of the contract. The same shall apply in case of the impossibility of performance of the Vendor. The Orderer shall also be entitled to withdraw from the contract if – after ordering items of the same kind – the execution of part of the delivery scope becomes impossible as to the number ordered, and if the Orderer can prove a justified interest in refusing the partial consignment; if this is not the case, the Orderer shall be entitled to proportionately abate the consideration.
2. If the execution of the order is delayed in accordance with Paragraph IV of the delivery terms, and if the Orderer grants the Vendor an appropriate period of grace including an expressive declaration that he is going to refuse the acceptance of the performance after the expiration of such a period, and if such period of grace is not observed, the Orderer shall be entitled to withdraw from the contract.
3. If the impossibility occurs through fault of the Orderer, the latter shall remain obliged to pay in return.
4. The Orderer shall further have the right of rescission if the Vendor lets the appointed appropriate period of grace for the repair or replacement delivery due to a defect in the sense of the delivery terms pass through his own fault. The right of rescission of the Orderer shall also be granted in case of impossibility or inability by the Vendor to repair the defect or render replacement delivery.
5. Regarding the liability of Vendor Parties agree that Orderer's all further claims not regulated in these General Terms and Conditions shall be excluded.

## XI. Applicable Law – Jurisdiction

1. All legal relations between the Vendor and the Orderer shall be subject to the valid law of Hungary.
2. The exclusive jurisdiction shall have the court competent for the seat of the Vendor. However, the Vendor shall be entitled to file a suit at the headquarters of the Orderer.
3. Supplier informs the Orderer that the provisions relating to the delay of Supplier and the conditions of limitations, withdrawal, the costs of warranty and guarantee commitments and the impossibility of performance substantially differ from the law.

## XII. Miscellaneous provision

Upon signing the document Orderer signifies that before concluding the contract he has read and understood it and it is in compliance with his intention. Parties have together individually negotiated

these General Terms and Conditions. The Orderer hereto agrees that all questions not regulated by the General Terms and Conditions shall be governed by the Hungarian Civil Code.