

General Terms and Conditions

1. Basic provisions

NAGEL Hungária Kft (hereinafter referred to as the Contractor) performs its activities in accordance with Hungarian legislation in force. Cross-border traffic and international road transport of goods are subject to the rules of the CMR Convention. In addition, the following General Terms and Conditions (GTC) shall apply. The Customer's general terms and conditions are expressly rejected.

2. Scope

The scope of supply includes in particular the transport and handling of foodstuffs and food industry products. The Customer shall obtain the relevant transport times from the Contractor. These are regular transport times and are not guaranteed transport times under any circumstances. For the transport times given, normal traffic and weather conditions are assumed. In case of force majeure, the Contractor shall be released from its obligation to perform for the duration of the force majeure. Examples of force majeure are strikes, lock-outs, power cuts, obstructions by public authorities such as all types of security/insurance measures, environmental disasters or compliance with legal/regulatory requirements, and other unforeseeable, unavoidable or serious events. For the sake of clarity, epidemics or pandemics (in particular COVID 19, SARS-CoV-2) are also considered as force majeure and thus as obstacles to performance, which relieve the parties from their obligation to perform if the epidemic or pandemic was foreseeable at the time of conclusion of the contract, or has already occurred and the unforeseeable course and uncertain duration of the epidemic or pandemic makes performance of the contract difficult or impossible.

A fixed or guaranteed transport time shall only become an integral part of the contract if the Customer requests a fixed transport time or transport time in writing before the start of the transport and the Contractor has expressly confirmed acceptance of this instruction in writing before the start of the transport, in the absence of written confirmation, the transport shall be made according to the standard delivery schedule during working hours or according to the time window of the service provider. Arranging such a transport schedule will incur an additional charge, which will be invoiced separately to the Customer (see additional services rates).

The Contractor's capacity planning shall be based on the announced transport schedule and the quantities involved, as well as on the assumptions and the initial preconditions, with the understanding that if the Customer cancels the transport order on the day of the start of the transport, in the case of international groupage transport, this shall entail the payment of 50% of the original commitment price as a penalty for non-compliance; in the case of domestic transport, the quantity of goods actually transported shall be invoiced. If there is any change in the timing of the transport and the quantities involved, the Contractor shall endeavour to cover the total quantity within the overall capacity limits. In this respect, the Customer shall, in cooperation with the Contractor, provide the Contractor with continuous forecast data. These shall enable the Contractor to plan the required capacities reliably, in particular with regard to any changes made by the Customer. This applies independently of and in addition to information on recurring seasonal fluctuations. The Contractor's daily performance obligations shall be subject to a maximum of 10 (ten) % overrun of the schedule and volume of the announced transport/shipment.

The maximum height of the cargo is 180 cm including the pallet, this is the maximum height of the transport unit during transport and handling, for higher shipments the rates for additional services apply, in the absence of a prior announcement collection of the consignment may be refused.

The transport and related (cargo) handling services shall be carried out by the Contractor at the ambient temperature specified in the ad hoc contract or by law. Deviating specified temperatures (e.g. those indicated on the goods/consignments, transport documents or data) shall not impose any obligation on the Contractor to perform in relation thereto, unless the Contractor has expressly confirmed compliance with the different temperature range before the start of the transport. The Customer shall deliver the

goods with a temperature buffer of at least 2°C above the upper limit of the temperature range to be observed by the Contractor and shall provide the Contractor with proof thereof. The goods shall be delivered in such a way that the Contractor can carry out spot checks. The check results shall be recorded in the transport documents. The Contractor shall not accept dangerous goods as defined by the ADR that have been handled or transported and shall not accept non-food-safe products, products that have the potential to cause damage to other goods being transported (e.g. odour, temperature, pest infestation, transmission of human pathogenic micro-organisms) and Category 3 animal by-products (cargo not intended for human consumption) - these are considered prohibited cargo.

The Customer shall be liable to pay compensation for any resulting damage.

The Customer shall in due time before the start of the transport or performance, by separate email inform the Contractor of particularly valuable goods or goods which are at risk of theft, goods with a value of more than 10.00 (say ten) EUR/kg or goods requiring special, individual handling. The Contractor shall be entitled to decide whether to accept or reject the order. The Customer shall bear any costs incurred for the safe transport/carriage of the goods and any special measures taken to protect the goods against damage. This may include, in particular, taking out insurance for the goods in transit at the expense of the Customer. If the Customer has failed to specify the value of the goods, the Customer shall bear the entire additional risk, given that the Contractor has not been able to take any (additional) insurance measures in respect of the value.

FTL (Full Truckload) - different rules for full truckloads:

The transport and related (cargo) handling services are based on the temperature values (e.g. as indicated on the goods/consignments, transport documents or data) provided by the Customer and The Customer shall deliver the goods with a temperature buffer of at least 2°C above the upper limit of the temperature range to be observed by the Contractor and shall provide the Contractor with proof thereof. The goods shall be delivered in such a way that the Contractor can carry out spot checks.

Non-food-safe products are also acceptable within the legal limits, provided that the Customer acknowledges that the cost includes the cost of appropriate hygienic cleaning of the means of transport.

3. Placing the order and receiving the cargo

Orders shall be submitted electronically (via data transmission, web portal or email), as agreed between the Customer and the Contractor in the individual agreement. The Customer shall receive confirmation of ad hoc orders from the Contractor by electronic means. If the Customer does not make any comments within 2 hours of receipt of the confirmation from the Contractor, the ad hoc transport shall be concluded on the terms and conditions set out in the confirmation. The Contractor shall not be liable for any discrepancies resulting from incomplete or missing information. Notice on groupage shipments of up to 7 pallet spaces shall be given at least 1 working day (Monday to Friday, excluding public holidays) before the transport, by noon. Notice on partial and full shipments of 8 pallet spaces or more shall be given at least 2 working days (Monday to Friday) before the transport, by noon. If the Customer fails to give the required advance notice, the obligation to take delivery of the relevant consignments shall in any case be extended by one working day (Monday to Friday, excluding public holidays). The pick-up and delivery times for all notified transport assignments/shipments shall be specified in a separate agreement with the Contractor. The times shall be during normal working hours (8.00 a.m. to 4.00 p.m.) for pick-up and delivery of goods in the case of groupage deliveries. Pick-up/delivery times outside these hours can only be agreed if the Contractor has expressly confirmed them in the framework contract before the start of the transport. The shipments shall be ready for immediate pick-up and delivery at the specified hours. The following time intervals are specified for loading the vehicles: 1-5 pallets: max. 30 minutes, 6-17 pallets: max. 60 minutes, 18-33 pallets: max. 90 minutes. After the expiry of the waiting time, a late fee (see the rates for additional costs) will be charged, starting from the actual or

contractually agreed arrival time at the loading address, whichever is later. If necessary, the time of arrival can be verified by GPS data.

Failure to comply with the times set in advance for the notification of delivery/acceptance of the shipment shall exempt the Contractor from compliance with the delivery deadlines. In the event of expiry of the aforementioned waiting period, the Contractor shall be entitled to the rights provided for by the legislation in force (downtime). In particular, the Contractor shall be entitled to terminate the order on the basis of the Civil Code and to receive compensation without the Contractor having to set an additional time limit for delivery/acceptance.

In the case of transport in a groupage network, the consignment data shall be sent electronically (in accordance with GS1 standard, subject to modifications by the Contractor) by data transmission or via the Contractor's Internet portal. The case-by-case order shall include, among other things, information on the type of goods, temperature data, type, quantity and SSCC/NVE value, weight of the units dispatched, country of destination, as well as the exact address of the consignee with postal code and uploaded together with the electronic bill of freight/delivery note. If more than one vehicle collects the goods, the data transmission shall relate to a specific vehicle.

The weight of the shipment to be declared: the weight of the shipment (= net weight) and the weight of the packaging and the pallets used (= gross weight of the shipment). Missing, incorrect or incomplete data and the costs resulting from this shall be borne by the Customer. The Contractor reserves the right to measure and/or weigh the shipment in question. If the value determined by the Contractor differs from the value specified by the Customer, the Contractor reserves the right to invoice the value determined by the Contractor.

Goods shall be handed over and packaged in such a way as to protect the goods safely during transport and to be able to withstand damage during transport in lorry, so that the goods in such and other shipments be not endangered. The Contractor will only undertake the transport of double-packed foodstuffs. A product shall be deemed to be twice packed when the product is covered on all sides in the box, and the boxes on the pallet are at least double wrapped. The goods shall be odourless. Each unit shipped shall be clearly marked with the Consignor's and Consignee's names and SSCC/NVE labels on both the front and back side. The Contractor reserves the right to prepare and invoice separately for any missing or defective SSCC/NVE labels provided by the Customer (see the rates for additional costs). The Customer shall ensure that the goods are odour-free and that the packaging prevents leakage of goods and the spread of aromas/odours.

The Customer shall prepare an appropriate loading list and send it to the Contractor by electronic means (data transmission, web portal or email) and, in the case of groupage, print it out and hand it to the driver to check at the time of loading the number of units to be handed over. If the check cannot be carried out during loading, for example due to pre-loaded loading aids or lack of access, the check shall be carried out at the next unloading. The Customer shall also ensure that the goods do not overhang the pallet, that the goods are resistant to groupage shipment, and that the pallet is accessible by forklift. Otherwise, the Contractor shall not be liable for the goods being free from damage. All components of a shipment shall be delivered to the Contractor together.

In the case of international groupage transport, the order can be canceled by either party without legal consequences 24 hours before the time of loading (but only on working days during working hours between 8:00 and 16:30). In the event of a cancellation communicated after this time, 50% of the freight fee must be paid to the other party.

FTL (Full Truckload) - different rules for full truckloads:

The pick-up and delivery times for all notified transport assignments/shipments shall be specified in a separate agreement with the Contractor. The times for the pick-up and delivery of the goods shall, as far as possible, be during the relevant normal working hours (8.00 a.m. to 4.00 p.m.), but may be deviated from by the parties.

Consignment details shall be sent in writing or by email and must include, among other things, information on the type of goods, temperature data, type, quantity and SSCC/NVE value, weight of the units shipped, country of destination, as well as exact address of the consignee with postal code and bill of freight/delivery note. The SSCC/NVE label is not mandatory for international transport.

The order can be canceled in writing by either party 24 hours before the time of loading without legal consequences. In the event of a subsequent cancellation, the canceling party must pay 50% of the freight fee to the other party.

If, due to the Sender's (or the loader's or unloader's, or their agent's) fault, the loading or unloading does not take place (the goods are not ready, the documents accompanying the goods are not available, unloading has not started, etc.), and the Carrier only becomes aware of this after the truck has arrived at the loading location, in which case the Carrier is not obliged to wait and withdraw from the Order, without prior notification to the Sender, the up- or from a landfill. In this case, the Carrier is entitled to claim the full amount of the freight charge, as well as any damages that may have occurred.

Subsequent redirection or address change fee: 1.5 EUR/km or 50 EUR/additional stops

The carrier is eligible for using subcontractors.

4. Transport

In principle, the transports take place from Monday to Friday (except on public holidays, between 8.00 a.m. and 4.00 p.m. Other transport times shall be agreed separately with the Contractor before the start of the transport as provided for in the transport agreement. The Contractor is not obliged to deliver and forward consignments on Saturdays, Sundays and (national, regional and local) public holidays. Exceptions to this shall be agreed separately with the Contractor's management before the start of the transport in accordance with the framework contract. The Customer shall be charged a separate fee for the agreed different delivery times (see the rates for additional costs). If the time frame for delivery to the consignee falls at night or early in the morning, the delivery time is automatically extended by one working day. The Contractor may accept bookings or unloading arrangements at the consignee's premises within the desired time frame for an additional fee (see the rates for additional costs). The Customer shall ensure that the consignee is ready to receive the cargo at the delivery times and that it receives it immediately without delay. The following times have been calculated for deliveries: 1-5 pallets: max. 30 minutes, 6-17 pallets: max. 60 minutes, 18-33 pallets: max. 90 minutes. After the expiry of the waiting time, a late fee (see the rates for additional costs) will be charged, starting from the actual time of arrival at the unloading address or from the time of arrival at the address specified in the contract, whichever is later. If necessary, the time of arrival can be verified by GPS data. After the expiry of the waiting period, the Contractor may withdraw from the contract and claim compensation for damages. It shall be ensured that the consignee can be reached directly by the lorry carrying out the transport. Deliveries of shipments of 7 or more pallets shall, as a general rule, be made by lorries weighing at least 40 tonnes and not equipped with a hydraulic ramp. The consignee shall provide a ramp for unloading the lorry. The unloading shall be carried out with suitable unloading equipment.

The Customer is responsible for loading and unloading the lorry in a manner that ensures safe transport. If the loading and unloading is carried out in whole or in part by employees of the Contractor or third parties, and not by the Customer, they will be deemed to carry out the loading and unloading as subcontractors or as agents of the Customer. The forwarding of delivery notes for consignments may be subject to an additional charge (see rates for additional services).

Faulty service:

The following are deemed to be faulty service: (1) failure to perform for reasons for which the Contractor is responsible, (2) Contractor's failure to perform on the agreed delivery date, (3) shortage of goods, (4) delivery of goods to the wrong address, (5) damage to goods, (6) incorrect labelling, (7) delivery at the wrong temperature.

In the case of groupage transport, the Contractor cannot guarantee a fixed time, taking into account the specificities of groupage transport and, in particular, the unpredictable nature of the time required to compile the entire cargo in the case of part loads, and therefore, pursuant to Article 19 of the CMR, the Contractor shall only be liable for delays in delivery if the actual duration of the transport exceeds the time allowed for a diligent carrier.

The Contractor shall immediately notify the Customer of the delay, the reason for the delay and its expected duration. If the Customer claims damages due to the delayed delivery, the cause of the delay and the duration of the delay shall be proven/verified by the Customer and the absence of fault shall be proven/verified by the Contractor beyond reasonable doubt and in a credible manner, for which purpose, in particular but not exclusively, GPS data shall be considered as the relevant data by the parties.

How to report a claim - Complaint

1. The Customer shall submit a claim for damages arising from the faulty service within 30 days of the delivery of the goods, accompanied by documentary evidence. The claim shall specify the amount claimed by the Customer and justify the amount claimed. The claim shall be accompanied in particular by the following:

1. ad hoc order for transport or other activities;
2. freight documents;
3. a damage report or other document specifying the extent and nature of the damage to the goods, if any;
4. a document proving the value of the goods (invoice, etc.);
5. a document proving the gross weight of the missing or damaged goods;
6. information on whether the goods were insured (cargo insurance) and whether the damage was reimbursed by your insurer;

7. details of the Customer's bank account to which the compensation amount is to be paid.

The complaint shall include all other information and documents required by the legislation in force.

2. The Contractor shall have the right to request the Customer to provide additional data or documents, if they are necessary for the investigation of the complaint. If the complaint is submitted by a person not entitled to do so, or if the complaint does not comply with the conditions set out above or any other relevant conditions, or if the necessary documents or other evidence are not provided, the Contractor may request the Customer to correct or supplement the complaint accordingly, for which it shall have a maximum of 14 days from the date of receipt of the said request by the Customer, otherwise the said claim will not be settled.

3. The Customer shall keep the goods in their original condition until the end of the complaint procedure investigated by the Contractor.

4. The Contractor shall respond to the complaint within 30 days of receipt of the complaint. For claims exceeding EUR 5,000 (or the equivalent in local currency calculated at the official exchange rate effective at the time of acceptance of the goods for delivery), the Contractor may extend the time for responding to the claim. The Contractor shall make all reasonable efforts to process such claims within 1 month.

5. Unless otherwise provided by mandatory law, if the Contractor requests the Customer to supplement or correct the complaint, the time period for responding to the complaint as set out in clause 4 above shall start from the date on which the Contractor receives the supplemented or corrected complaint.

6. If no response to the complaint is received within the time limit set out in the above section 4, the Contractor shall be deemed to have rejected the complaint.

7. The Customer shall not be entitled to set off or otherwise deduct any of its outstanding amounts from the fees due to the Contractor or any other amount(s) payable to the Contractor without the prior written consent of the Contractor.

5. Loading aids (packings) accounting

The Contractor shall return to the Customer the same quantity of interchangeable loading aids in exchange for the loading aids (packings) (see the rates for additional costs) which the Contractor has received from the consignee, provided that the Customer pays the Contractor a separate and additional fee (see the rates for additional costs).

The Contractor undertakes to exchange and return EPAL and EUR packings to its Customers. Only EPAL and EUR pallets that comply with the technical and quality criteria of the UIC 435-2 code, the EN 13698-1 standard and the EPAL pallet qualification regulations can be exchanged.

The Contractor shall return to the Customer the same number of EPAL and EUR pallets as exchanged by the consignee, directly upon delivery of the consignments, and as indicated on the delivery note.

The Contractor shall not be liable for pallets not exchanged by the recipients, irrespective of the reason for the failure to exchange them. The Contractor shall make available to the Customer scanned copies of the records of the turnover of pallets at the recipients' premises;

The Customer is obliged to check and ensure the interchangeability of the loading aids used by the given consignee. If the consignee fails to provide the Contractor with loading aids on acceptance of the cargo, the Contractor's obligation to return the loading aids to the Customer will cease. The exchangeability of loading aids used abroad shall be agreed individually.

The Contractor shall maintain the pallet balance for its Customers with due diligence. The pallet balance will be reconciled monthly by the 25th day of the month for the previous month. The Contractor shall send the balance for a given day (last day of the month) to the e-mail address provided by the Customer in PDF format generated from the Contractor's SAP/LHM record keeping system. Additional extracts other than the above mentioned balance can be provided by the Contractor on request of the Customer (e.g. Excel spreadsheets, etc.) on the basis of individual requirements and at an extra charge. The cost of an individual statement depends on its level of detail and complexity, but shall not be less than HUF 3600 + VAT per statement. The balance shall automatically be deemed to be mutually accepted and binding 14 days after receipt by the Customer, unless the Customer makes a reasoned objection in writing within the 14 day period. The Contractor shall process any objections to the pallet balance within 30 days.

In all cases, the settlement of debts shown in the balance shall be sought by physical means. If this is not possible, the settlement price of the loading aids/packings at the time shall be established before the due date for settlement, taking into account market prices. In the event of a dispute between the parties on the question of market price, the prices of three pallet traders, independent of the parties, for pallets of the same quality or their average shall be used to determine the market price.

EPAL and EUR pallets that are not available at the consignee or are damaged due to downgrading because they do not comply with the standards for EPAL and EUR pallets or because they are damaged to an extent that excludes them from the scope of the contract shall be credited to the Customer's account and shall reduce the amount owed by the Contractor to the Customer. Receipt and acceptance of a pallet with a particular shipment at the Contractor's warehouse does not constitute acceptance of its quality. Broken pallets will in all cases be returned at the Customer's expense.

In the absence of EPAL and EUR, the driver is obliged to accept the pallet vouchers at the consignee's premises, which he provides to the Customer and the amount of which is deducted from the pallet balance. The parties agree on a 5% deduction for the natural wear and tear of the EUR pallets for the

quantity of pallets delivered. Accordingly, the deduction of 5% in the monthly balance statement will reduce the amount owed by the Contractor to the Customer.

The Contractor undertakes to deliver to the Customer the EPAL and EUR pallets not exchanged during the performance of its transport tasks, on the basis of the rates for additional services.

The pallets shall comply with the criteria set out in code UIC 435-2 based on EN 13698-1. For food hygiene reasons, we will not supply wet pallets.

The cost of transporting empty pallets is charged on a pallet-space basis, assuming that a maximum of 15 pallets are stacked in 1 pallet-space. The pallet administration fee is HUF 450 + VAT per order, which will be added to the freight charge as a separate invoiced item.

The Customer, as the Contractor's sole contractual partner, is responsible for ensuring that the agreed exchange of the loading aids is completed at the consignee's/consignor's premises under the contract. The Customer shall, without being requested to do so, notify the Contractor in writing prior to the commencement of transport whether the consignee/consignor named by the Customer in each case cooperates with the external loading aid provider contracted by the consignee/consignor. If the consignee/consignor does indeed work with a loading aid provider (CHEP, IFCO), the Contractor shall, as a consequence, be released from its obligation to exchange the loading aids. Furthermore, the obligation to return the loading aids shall be fulfilled by the delivery to the Customer of the IOUs issued by the loading aid provider. The Contractor may take delivery of loading aid certificates for an additional fee (see the rates for additional costs). The obligation to return loading aids shall cease if the Contractor has exchanged the goods at the same time as taking delivery. The Customer's obligation to pay the exchange charge for the loading aids shall continue to apply in this case. If the Contractor is referred to a loading aid provider during delivery of the cargo to the consignee or during collection from the consignor, the Customer shall consequently bear and pay without delay all additional costs charged by the loading aid provider and charged to the Contractor. As a general rule, the Contractor reserves the right not to exchange the loading aids if the loading aids provider is engaged by the consignor/consignee. In this case, the Customer shall not be entitled to compensation, which is expressly and irrevocably waived by it.

Destruction

In the case of storage activities, the Customer acknowledges that foodstuffs with expired expiry dates or damaged packaging are considered to goods in non-compliance with food safety requirements, and therefore the Customer undertakes to remove the goods concerned from the Contractor's warehouse before the expiry date or within two working days after the damage occurred, in compliance with the legal obligations. If for any reason the Customer fails to remove the goods from the Contractor's warehouse before the expiry date or within two working days after the damage occurred, with a dedicated statement of destruction, the Contractor shall immediately initiate destruction of the goods with expired expiry date or the damaged goods at a cost of 65 HUF/kg + VAT (destruction + transport costs, in case of international transport on the basis of customised rate). The Customer shall pay in due time to the Contractor this amount on the basis of an invoice issued by the Contractor.

6. Customs duty

The customs documents necessary for the import/export of the shipments to/from a third country shall be handed over to the Contractor. The Customer shall provide all necessary information to the Contractor at least in writing and in a timely manner.

The Contractor may only deliver shipments inspected by the customs authority on the basis of a separate prior written agreement. Such shipments shall comply with the customs and export regulations. Such

shipments include, but are not limited to, T1fT2 forms, Carnet TIR, Carnet ATA, goods for inward processing, customs warehouse goods.

It is important that the invoice relating to the shipments/invoice issued by the exporter complies with the customs clearance requirements, i.e.

- be of net value
- the customs tariff number of all products shall be indicated on the invoice
- both the exporter and the importer have an EORI number
- transport parity marking
- invoices over € 6.000 can only be accepted from companies with a REX number
- the origin of the goods shall be indicated (it is not enough to indicate EU, the country shall be specified)

The aforementioned shipments and goods subject to special trade policy customs or export regulations, as well as goods subject to market regulations, excise duties shall be declared to the Contractor and the Contractor may refuse transport. The transit time may be extended for goods in transit through customs. Customs clearance can be completed after the exporter has issued an invoice and a single customs clearance order. The form is filled in on the basis of the invoice issued by the exporter, using an external customs agency (SPW), who will charge the following fees:

Up to 3 lines of invoice: €40

for each additional line: €5

The Customer shall reimburse the Contractor for all costs incurred in addition to customs agency fees and a commission corresponding to 3% of the import duties or import sales tax (minimum € 25.00) for each current month.

7. PAYMENT TERMS

The fee shall be calculated on the basis of the Contractor's current quotation. The quotation shall be prepared taking into account the transport schedule and quantities forwarded by the Customer before the acceptance of the original order. If the above information has not been sent, the quotation shall be based on assumptions and premises. If these assumptions are not fulfilled, the Contractor shall be entitled to amend the terms of the quotation subsequently. The costs of transport to islands, through tunnels or on board ferries, fairs or the like shall not be included in the terms and conditions of the tender submitted. An all-in fee may be agreed in advance.

In general, changes in quantities, transport schedules and system requirements or deliverables may result in a change in the cost situation and a revision of the terms of the quotation. Increases in costs beyond the Contractor's control, e.g. diesel costs or road tolls, public charges, electricity tariffs, wage increases imposed by collective agreements, unforeseeable, unavoidable or serious events and the consequences thereof (e.g. epidemics, pandemics) also result in the Contractor being entitled to reasonably adjust its prices from the date of the cost increase. Even during a period for which costs have been fixed. Diesel costs are subject to indexation, which may result in additional costs for freight rates in the event of market changes (see the rates for additional costs).

The freight charges do not include customs clearance costs, fees for official inspections (plant or animal health inspections, etc.), or the cost of (customs) guarantees (customs security) and the issuing of the guarantee declaration.

The Contractor shall invoice the Customer for the services provided by it, in arrears. A weekly invoice shall be issued for transport activities and a monthly invoice for storage activities. The invoice shall indicate the date of unloading as the date of performance. In the case of warehousing activities, the date of performance shall be the date of issue of the invoice and the due date for payment, i.e. if the due date for payment is the 15th day following the last day of the accounting period or an earlier date, the due date for payment shall be the date of performance. Currency of Contractor's invoices: HUF - Hungarian forint for domestic transport and warehousing activities. In the case of

domestic transport, the scanned version of the (CMR consignment note or) delivery note specified as an attachment to the invoice is available online on the Contractor's E-log portal, the original is archived and can be posted once a month for an extra fee, provided that the Customer agrees.

The freight rate in foreign currency will be converted at the average exchange rate of MNB (Central Bank of Hungary) effective on the day of unloading.

The invoice shall be sent by e-mail, subject to the applicable regulations in force. The Customer shall receive the Contractor's invoices at the e-mail address previously agreed by the Parties. Invoices sent to the e-mail address provided by the Customer shall be deemed to have been received on the 2nd (second) working day following the date of dispatch, unless the Customer gives contrary information. The Customer undertakes to notify the Contractor of any change in the e-mail address provided for the receipt of the invoice at least 5 working days prior to the change occurring; and shall be liable for any consequences arising from failure to do so. The Customer acknowledges that it is obliged to ensure that the invoices are kept in a way that precludes any possibility of subsequent modification, protects them against deletion, destruction and damage and precludes any possibility of unauthorised access until the expiry of the obligation to keep them.

Invoices shall be paid within 30 calendar days of the date of the invoice. The method of payment is by bank transfer. In the event of late payment, the Contractor reserves the right to charge interest on arrears and a recovery fee within the limits of the statutory provisions from the date on which the payment becomes overdue. In the event of late payment, the Contractor shall be entitled to charge interest on overdue payments at the base rate of the central bank effective on the first day of the calendar half-year in which the delay occurred, plus eight percentage points, or, if the payment is to be made in a foreign currency, the base rate quoted by the issuing central bank, or, failing this, the money market rate. The interest rate shall be calculated on the basis of the base rate of the central bank effective on the first day of the calendar half-year in which the default occurs, for the whole of that calendar half-year. The Customer's obligation to pay interest shall also arise if the Customer/Consignor excuses the delay. No set-off against the Contractor's claims will be allowed.

Demurrage According to Section 8 (1) of the Contract for Road Transport of Goods, if the Contractor is ready for collection or delivery at the time specified in the contract, but the loading of the goods is not completed within one hour thereafter, the period of time beyond that time shall be considered as downtime, for which the Contractor may charge an extra amount. The amount and method of calculation of this charge shall be as agreed between the Parties. If the contracting parties do not agree on a higher amount, the fee for downtime shall be the carrier's pro rata temporis cost price. The duration of the downtime shall be certified in writing to the Contractor by the party in whose interest the downtime occurred.

In the case of late issuance of declarations, the duration of the delay shall be accounted on the basis of the downtime. The Customer shall be liable for any damage caused by a declaration issued late or by the failure to issue a declaration.

Demurrage cost:

In the case of international transports: in case of a wait of more than 3 hours, the amount of the waiting fee is 30 EUR/hour, but a maximum of 350 EUR/day for a refrigerated truck, 250 EUR/day for a 3.3 ton car, 300 EUR/day for a tarpaulin truck, 3.3 ton tarpaulin 200 EUR/day for a car.

In the case of domestic transports: HUF 5,000 per hour in proportion to the load in case of a wait exceeding 3 hours

Fuel surcharge:

The Parties agree on a % compensation for fuel price increases/changes according to the following table. The calculation of the fuel compensation shall apply to all elements of the freight charge (deliveries, distribution deliveries, return deliveries).

Fuel base price for contracts concluded [from 01.09.2023](#): net fuel base price: [377.95](#) HUF

Method for fuel surcharge calculation:

$$\left(\frac{\text{Aktuális üzemanyag ár}}{\text{Bázis üzemanyag ár}} - 1 \right) \times 35\%$$

Current fuel price

----- -1 x 35%

Base fuel price

The base fuel price used to determine the fuel surcharge is based on data from the Hungarian Energy and Public Utilities Regulatory Office (MEKH) and the website [Holtankoljak.hu](#). This data is needed because the data published by MEKH does not currently reflect the market price level.

The fuel surcharge will be reviewed and, if necessary, adjusted at 10-day intervals. The current price is the average of the fuel price data published in the 10-day period.

Energy surcharge:

From 1 January 2023, the way the energy surcharge is calculated will change, as follows. The data of the HUDEX Hungarian Derivative Energy Exchange will be used.

The current energy surcharge rate is determined by the average of the daily charges published by the HUDEX Hungarian Derivative Energy Exchange in the previous month.

Information accessible at: <https://hudex.hu/hu/piaci-adatok/villamos-energia/napi-adatok#month>

Daily average price calculation method: Average daily settlement price of Flat Electricity Production and Monthly Products and Peak Electricity Production - Monthly Products x daily EUR / HUF exchange rate / 1000

Insurance :

The Contractor can take out extra insurance over and above the transport insurance by separate agreement. The insurance does not include insurance against damage to the goods by natural forces.

The Customer shall arrange for the property insurance of the goods against damage beyond the scope of the Contractor's liability (in particular, but not exclusively, against water, fire, air accidents, etc.) at its own expense.

8. LIABILITY

The Contractor shall work exclusively on the basis of the applicable CMR, Contract for Road Transport of Goods, Civil Code and shall be liable only on the basis of them.

The Contractor shall be liable for any shortages and damages resulting from its own fault, from operations under its control, including mismanagement of stock and expiry dates. The Contractor shall have adequate insurance coverage through insurance with reliable insurers. The Contractor's liability shall be limited to a maximum of SDR 8.33/kg or HUF 15,000,000 per occurrence, which shall cover all services provided by the Contractor.

For the sake of clarity, the parties declare that the Contractor's liability is limited to the value of the goods, but not more than 8.33 SDR/kg. The amount of compensation may exceed the amount provided

for in Article 23 of the Convention on the Contract for the International Carriage of Goods by Road, signed in Geneva on 19 May 1956, as promulgated by Decree-Law No. 3 of 1971, subject to the conditions set out in Article 23 (6). The parties shall accept as the value of the goods the value stated in the purchase invoice for the goods. The Customer shall prove the value of the damage to the Contractor by presenting official documents. The parties agree that if no purchase invoice exists for a specific product, the net selling price of the product (article number) as stated in the commercial invoice less 20 % shall be the settlement price. Failing this, the Parties shall agree on the extent of the Contractor's liability.

If the Contractor is late in performing its transport obligations under the contract and if the Customer suffers damage as a result of the delay, the Contractor shall be liable up to the amount of the freight charge for the transport task (individual delivery note) in question, provided that the other conditions for liability for damage caused by the breach of contract are also met.

The parties expressly agree that the prices set out in Annex 1 are determined taking into account the limitation of liability set out in this clause. If a claim for damages arises in the interest of the Contractor, the Customer shall be obliged to participate in conciliation negotiations initiated by the Contractor in order to settle the damages incurred and to compensate the Contractor for the damages.

The Contractor shall not be liable for the Customer's financial losses, including consequential damages. In particular, losses resulting from contractual penalties or lump-sum penalties or damages payable by the Customer to its contractual partners shall not constitute damage and shall be excluded from the liability of the Contractor, unless otherwise provided by law. The Contractor shall not be liable for any loss caused by incorrect quantities in the intact delivered, sealed, dispatched units due to incorrect data provided by the Customer, unless otherwise provided by law. The Contractor shall not be liable for minor damages up to € 100.00 per individual damage occurrence.

In the case of all claims for damages or liquidated damages, the Customer shall provide the Contractor with the opportunity to defend the claim for damages or liquidated damages and the Parties shall document this.

Claims arising out of the contractual relationship with the Contractor, except for damages caused intentionally or by gross negligence, expire after one year. The date of expiry shall be the date of delivery of the consignment to the consignee or the date on which the consignment should have been delivered to the consignee.

Lien

The Contractor shall be entitled to a lien to secure the freight charge and other expenses on the goods which it has in its possession in connection with the carriage or its activities or which it possesses by means of documents. The lien shall also secure the Contractor's outstanding and uncontested claims against the Customer arising from other contracts of carriage and storage. If any claim is not paid within thirty (30) days of the demand for payment, the Contractor shall have the right, after giving the Customer ten (10) days' written notice by registered letter, to sell the goods or merchandise or such part thereof as may be necessary to satisfy the lien and to apply the net proceeds of the sale to the payment of the amount due to the Contractor.

9. DATA PROCESSING NOTICE

9.1 This Notice on the protection of natural persons with regard to the processing of personal data and on the flow of such data governs the processing of data necessary for the performance of the Contract. The legal background, definitions, principles of data processing, etc. are provided by Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR), Act CXII of 2011

on the right to informational self-determination and freedom of information, and Act V of 2013 on the Civil Code (hereinafter referred to as the "Civil Code").

9.2 The Contractor shall process the personal data of natural persons that the employees of the Contractor may process for the performance of the ordered service, as specified in the request for quotation or order, or for sales and marketing purposes, in compliance with the above legal principles. The Contractor shall use data storage for statistical purposes, which shall last until the Customer's request for deletion. The Contractor shall keep the accounting documents (including general ledger accounts, analytical or detailed records) directly and indirectly supporting the book-keeping accounts for at least 8 years in a legible form, retrievable by reference to the accounting records.

9.3 The legal basis for the Contractor's data processing is the Customer's consent. The Contractor shall process personal data which are technically necessary for the provision of the service. The Contractor shall, other things being equal, choose and in any case operate the means used in the provision of the information society service in such a way that personal data are processed only to the extent and for such time as is strictly necessary for the provision of the service and for the fulfilment of the other purposes set out in this Act.

For the above reasons, we inform you that

- the processing is based on your consent.
- you are obliged to provide personal data in order to respond to the request and to make meaningful use of the information recorded in the content of the form.
- failure to provide the data will result in our inability to process your request.

9.4 Complaints against any infringement of the Contractor's data processing may be lodged with the National Authority for Data Protection and Freedom of Information:

- 1055 Budapest, Falk Miksa utca 9-11., Postal address: 1363 Budapest, P.O. Box 9
- Phone: +36 -1-391-1400; Fax: +36-1-391-1410
- E-mail: ugyfelszolgalat@naih.hu

10. OTHER PROVISIONS

No oral agreements may be concluded between the Parties. This procedure also applies to the modification of the forms themselves.

Should any provision of these GTC be or subsequently become invalid or unenforceable, this shall not affect the validity of the other provisions of these GTC.

Obligations arising from the contractual relationship with the Contractor shall be subject to compliance with and enforcement of the national and international regulations or sovereign requirements in force at the time relating to the security and traceability of the commercial or supply chain. The Customer expressly confirms that it is aware of all the legal obligations applicable to its business and that it will comply with them in full and without restriction. This applies to all export and customs legislation, in particular with regard to embargoes on persons, countries or goods. In view of this, the Contractor may assume that the Customer has already subjected to this type of control all shipments/cargo delivered.

The Customer and the Contractor shall treat as confidential any information that is not publicly available and of which they become aware in the course of the performance of the transport and storage contract. The information shall be used solely for the purpose of providing the service. The parties shall extend this confidentiality obligation to other legal persons whose services they use in the performance of their contractual obligations.

In all matters not regulated by this Contract, Hungarian law shall prevail, and the provisions of Decree-Law No. 3 of 1971 on the promulgation of the Convention on the Contract for the International Carriage of Goods by Road, signed in Geneva on 19 May 1956 (hereinafter referred to as CMR), Government Decree No. 120/2016 (VI. 7.) on contracts for road transport of goods (KÁSZ) and Act V of 2013 on the Civil Code shall prevail.

For the resolution of any dispute arising out of or in connection with this Contract, its breach, termination, validity or interpretation, which cannot be settled amicably between the Parties, the Parties agree to submit to the exclusive jurisdiction of the court of the Contractor's domicile (the District Court of Dabas), subject to the limit of the amount of the dispute. If the CMR applies, the Parties agree to establish the above exclusive jurisdiction as an additional place of jurisdiction pursuant to Article 31 (1) of the CMR.

The version of these General Terms and Conditions in force at the time of placing an individual order shall apply to both parties. By placing an order with the Contractor, the Customer acknowledges the validity of these GTC and that it has had the opportunity to acquaint itself with the contents of these GTC prior to the conclusion of the contract and that the Customer has accepted them.

The Contractor reserves all rights to amend, withdraw or modify with new terms and conditions applicable to its services the General Terms and Conditions (or any annex to the General Terms and Conditions), which it may do at any time at its sole discretion. The Contractor shall publish any amendment or withdrawal of the General Terms and Conditions on its website and shall give its Customers adequate prior notice or otherwise communicate such amendment or withdrawal to them.

Any such amendment or withdrawal of the General Terms and Conditions shall enter into force and become binding 30 days after the date on which such amendment or withdrawal is made available to the Customer (unless the Contractor's notice specifies a later effective date for the amendment or withdrawal of the General Terms and Conditions) and shall not require the Customer's consent and/or the conclusion of any further agreements or the execution of any other instrument by the Customer.

These GTC are effective from 01.09.2023 until revoked. The previous regulations issued on this subject are repealed.