



Krajcár Csomagolóanyagipari Kft.

Registered office: H-9641 Rábapaty,
Rákóczi utca 91
Phone/Fax: +36-95/362-180
info@krajcarpack.hu

Branch office: H-9643 Jákfa, Kövesdi
utca 89
Mobile: +36-30/688-54-22
www.krajcarpack.hu

GENERAL TERMS AND CONDITIONS

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1. INTRODUCTORY PROVISIONS

- 1.1. **KRAJCÁR Csomagolóanyagipari Korlátolt Felelősségű Társaság** (**registered office:** H-9641, Rábapaty, Rákóczi u. 91, **branch office:** H-9643, Jákfa, Kövesdi utca 89; company registration number: 18 09 106688; tax number **13678711-2-18**; hereinafter: **KRAJCÁR KFT.**), pursuant to Section 6:77 of Act V of 2013 on the Civil Code (hereinafter: **Civil Code**), determines in advance – without the involvement of the other Party – the following General Terms and Conditions (hereinafter: **GTC**) to be applied to the conclusion of ad hoc contracts.
- 1.2. KRAJCÁR KFT. intends to apply these GTC in accordance with the provisions of Sections 6:77 and 6:78 of the Civil Code.

2. SCOPE OF THE GTC

- 2.1. KRAJCÁR KFT. performs contracts related to the full range of products it manufactures, distributes, and delivers at any time according to these GTC.
- 2.2. The provisions of these GTC apply to KRAJCÁR KFT. and the principal (hereinafter: **“Principal”**) (KRAJCÁR KFT. and the Buyer hereinafter individually: **“Party”** or collectively **“Parties”**).
- 2.3. These GTC are mandatorily applicable and valid for all individual contracts concluded by KRAJCÁR KFT. with the Principal (hereinafter: **“Individual Contract”**). The Parties may deviate from the provisions of these GTC in their Individual Contract by mutual agreement, in writing. In matters not specifically regulated in the Individual Contracts, the provisions of these GTC shall apply. The contractual relationship between the Parties is constituted by the Individual Contract and these GTC together. In accordance with this, the term “contract” used in these GTC – depending on the context – encompasses both the contractual relationship between the Parties, the Individual Contract, and the GTC themselves.
- 2.4. KRAJCÁR KFT. does not accept the general terms and conditions of the Principal.
- 2.5. These GTC are effective from the date of issue until withdrawal or amendment.

3. PUBLICATION OF THE GTC

- 3.1. KRAJCÁR KFT. publishes the effective text of the GTC, as well as the amendments thereof – 30 days prior to the amendments taking effect – on the Krajcár Kft. website at www.krajcarpack.hu, making it fully accessible and printable for all Principals, and sends a link to the GTC to the Principal via email upon first contact. KRAJCÁR KFT. also makes the text of the GTC available in printed form at its registered office.
By placing an order, the Principal declares that it has read and accepted the general terms and conditions and the references contained therein.

4. AMENDMENT OF THE GTC

- 4.1. KRAJCÁR KFT. is entitled to amend these GTC without the express consent of the Principal.
- 4.2. KRAJCÁR KFT. notifies the Principal of the amendment to these GTC at least 30 days before the amended GTC enters into force – in addition to publishing the amendment on its website, at KRAJCÁR KFT.'s discretion – via registered mail, electronic mail, or other verifiable means. KRAJCÁR KFT. sends the notification to one of the contact details provided by the Principal

to KRAJCÁR KFT. in the Individual Contract.

- 4.3. If the GTC amendment contains a provision disadvantageous to the Principal, the Principal is entitled to terminate the delivery relationship with immediate effect within 15 days of the notification. If the Principal does not exercise its right to terminate by this deadline, the GTC amendment is deemed accepted by the Principal.

5. GENERAL PROVISIONS RELATING TO THE LEGAL RELATIONSHIP

- 5.1. KRAJCÁR KFT. undertakes to deliver the ordered product in the quality, quantity, and by the deadline specified in these GTC and the Individual Contract. The Principal shall accept the ordered product and pay the consideration thereof.

- 5.2. At the Principal's request, KRAJCÁR KFT. provides a written offer within 3-7 working days for the sale of products with the quantity, quality, and other relevant properties specified by the Principal. Within the data included in the offer by KRAJCÁR KFT., the delivery date is not legally binding and is only for informational purposes. Otherwise, the duration of the binding effect of KRAJCÁR KFT.'s offer is 30 days. In the event that KRAJCÁR KFT. makes its offer within the framework of a tender, the offer by KRAJCÁR KFT. is valid for the period specified therein.

- 5.3. If the Principal wishes to establish a legally binding contractual relationship, it must submit a written order to KRAJCÁR KFT. based on KRAJCÁR KFT.'s offer. KRAJCÁR KFT. confirms the contents of the specific order in writing within 3 (three) working days and specifies the legally binding delivery date in the confirmation. The content of the Individual Contract between the Parties is thus established by the written confirmation of the Principal's order by KRAJCÁR KFT., with the proviso that the specific deadline for performance is calculated from the Principal's written approval of the graphic designs (proof, preview, sample print) sent by KRAJCÁR KFT., and in the case of advance payment, from the settlement of the invoice. Subsequent modifications by the Principal may cause changes in the delivery deadline and incur extra costs, which are borne by the Principal.

- 5.4. Both Parties stipulate that quotes, orders, and any modifications thereof shall be made in writing. KRAJCÁR KFT. only accepts any changes requested by the Principal in the ordered work on the basis of written notification. This can be a fax, email message, telegram, letter, or a written document delivered by courier. In addition to the written document sent by the Principal, a further condition for changes in the ordered work is that the Contractor confirms its content in writing, and the Parties agree in writing on any potentially modified contractual terms (performance deadline, price, etc.).

- 5.5. No contract is established if any section in the order deviates from the quote.

- 5.6. An order submitted and confirmed electronically (via email exchange) in compliance with the rules detailed in Section 5.3 of these GTC is deemed to be an Individual Contract valid and effective between the Parties.

- 5.7. If the establishment or entry into force of the Individual Contract requires the consent or approval of a third party, the Principal must indicate in writing in its request for a quote or at the latest in its order who (which business association, administrative authority, or other body, and specifically which natural person on behalf thereof) is authorised to give the consent or approval. It must indicate how, in what form, and by what deadline this legal declaration is made by this person, as well as the scope and legal consequences if this third party does not make a legal declaration by the available deadline (Section 6:118 of the Civil Code).

6. PERFORMANCE OF CONTRACTS

- 6.1. Unless otherwise agreed by the Parties, the place of performance is the branch office of

KRAJCÁR KFT. (H-9643 Jákfa, Kövesdi utca 89).

- 6.2. KRAJCÁR KFT. is obliged and entitled to deliver the product in the quantity and quality specified in the Individual Contract for the benefit of the Principal by the agreed deadline. The Principal shall accept the product and pay the purchase price by the deadline.
- 6.3. The quantity of products actually delivered by KRAJCÁR KFT. may differ from the quantity specified in the Individual Contract as follows:
For flat film: [over 300 kg +/- 10%]; [100-300 kg +/- 15%]; [under 100 kg +/- 20%]
For bags: [under 2,000 pcs +/- 30%]; [2,000 pcs-5,000 pcs +/- 20%]; [5,000 pcs-10,000 pcs +/- 15%]; [over 10,000 pcs +/- 10%]
The precise quantity requirement of Principals can be fulfilled for an additional charge, the extent of which must be individually assessed.
- 6.4. In the event of a quantity discrepancy, KRAJCÁR KFT. is entitled and obliged to determine and invoice the price of the actually delivered products based on the unit price specified in the Individual Contract.
- 6.5. In the case of flexo printing, if the Principal does not provide a proof, cromalin, or other reference at the time of placing the order for the graphics to be printed, KRAJCÁR KFT. carries out processing on the basis of the submitted graphic material.
If the Principal does not provide its own reference material at the time of placing the Order but at a later processing stage, it acknowledges that the late submission of the material may cause delays in the processing process, and further processing operations may incur unforeseen costs, which are borne by the Principal.
KRAJCÁR KFT. processes the submitted graphic material, i.e., divides it into colours and performs the necessary transformations for the execution of flexo printing. Before preparing the printing plates, KRAJCÁR KFT. first sends the Principal digital material (preview), then a proof (colour print) for approval. It is the Principal's responsibility to check the proof in terms of size, content, colour, and barcode. A proof signed and physically returned by the Principal is considered approval as is a clear, legible photo of the signed proof sent back to KRAJCÁR KFT.'s public email addresses. Based on the approved proof, KRAJCÁR KFT. have the necessary printing plates manufactured for printing.
In the case of simpler modifications, KRAJCÁR KFT. may, in consultation with the Principal, dispense with sending a proof and carry out production based on the approved preview.
KRAJCÁR KFT. provides the Principal with the opportunity to participate in the production start at a pre-agreed time. At the start of printing, there is an opportunity to precisely adjust the colour of the graphics within the framework provided by the technology and the completed printing plates.
If the Principal does not indicate in writing that it requests a test print at machine start-up – where it or its representative checks and approves the print being prepared – then KRAJCÁR KFT. performs the colour setting of the print based on the signed proof and the Pantone scale. The Parties consider the first print approved during the personal involvement by the Principal's representative (at machine start-up) as qualitative acceptance. The Principal acknowledges that the colours may differ on a print substrate different from the paper proof material.
- 6.6. In the case of digital printing, KRAJCÁR KFT. provides the Principal with a proof print (included in the prepress costs of the quote issued) for quality control and authorisation of mass production. The proof print can be viewed at KRAJCÁR KFT.'s branch office, or KRAJCÁR KFT. delivers it to the address requested by the Principal at the Principal's expense.
The Principal shall sign or confirm the proof print in writing, thereby approving mass production according to the sample. The Principal corrects any errors noticed on the proof print or, in consultation with KRAJCÁR KFT., has them corrected against a fee. If the Principal cancels the order based on the proof print or requests more than one proof print, it shall reimburse KRAJCÁR KFT. for the cost of proof printing.
If the Principal waives the viewing of the proof print, KRAJCÁR KFT. assumes no liability for the quality of the product (especially regarding colours) and does not accept complaints in this

regard subsequently.

- 6.7. KRAJCÁR KFT. does not examine the content of the digital files handed over by the Principal and, therefore, assumes no liability for these. KRAJCÁR KFT. does not assume liability for the accuracy of the data or information on the prints it produces; the Principal is liable for these at all times. KRAJCÁR KFT. excludes its liability for damages in the event of harm or fraud committed by the Principal to the detriment of a third party.
- 6.8. As part of the prepress process, or if non-print-ready material is submitted and any prepress operation (content change or technological modification of the electronic file) is performed, in all cases KRAJCÁR KFT. sends an electronic (preview) or printed sample (proof) to the Principal, on which the Principal checks and approves the prepared material for printing. The Principal acknowledges that KRAJCÁR KFT. assumes no liability for unnoticed errors during the prepress process. KRAJCÁR KFT. assumes no liability for grammatical or content-related errors, including the verification and correct generation of barcodes.
- 6.9. A delay in respect of the material submission date undertaken by the Principal or the approval of the visual design causes a delay in the production schedule. This consequently causes a delay in serving the Principal and in the delivery deadline, for which KRAJCÁR KFT. is not liable.
- 6.10. If the Principal withdraws or modifies its order (halts or modifies production), it shall pay KRAJCÁR KFT. for the costs and damages incurred in this regard.
- 6.11. In the event of a foreseeable delay, KRAJCÁR KFT. shall inform the Principal in writing of such delay at least 2 (two) working days before the deadline. In this case, KRAJCÁR KFT. is exempt from liability for damages arising from the delay. KRAJCÁR KFT. is not liable for delays within 8 (eight) working days, but is liable for delays exceeding this as per the liability specified in these GTC.
- 6.12. KRAJCÁR KFT. is entitled, with prior written notice to the Principal, to perform in whole or in part before the delivery deadline specified in the Individual Contract. In the case of early performance, KRAJCÁR KFT. notifies the Principal in writing at least 2 (two) working days in advance.
- 6.13. KRAJCÁR KFT. shall inform the Principal in writing about the availability (manufacturing) of the products. If the Parties have agreed in the Individual Contract that KRAJCÁR KFT. delivers the product to the Principal, KRAJCÁR KFT. informs the Principal in writing about the delivery date in its notification.
- 6.14. Upon the Principal's special request, KRAJCÁR KFT. will, after individual consideration, undertake to deliver the ordered product to the Principal under expedited delivery before the date specified in the Individual Contract or in the instalments requested by the Principal, if the Parties agree in writing in advance on such additional costs. Expedited delivery is considered to be delivery at the Principal's request before the delivery deadline confirmed by KRAJCÁR KFT. The delivery deadline provided by KRAJCÁR KFT. includes the time necessary for production and delivery of appropriate quality and quantity. If the Principal gives express instructions that the goods should be delivered earlier than the specified delivery deadline, KRAJCÁR KFT. assumes no liability for damages resulting from non-compliance with technological times. The delivery time for the ordered product is 4-10 weeks from the date of all final documents having been made available, or from the paper proof accepted by the Principal for new and modified graphics, depending on the product type. The completion deadline is calculated from the day the order is received, provided the Principal has submitted the materials necessary for printing in the appropriate form, quality, and completeness. The process is interrupted for the time taken to check, modify, and approve the sent proof prints and previews, and resumes from the written confirmation of acceptance. KRAJCÁR KFT. may require written confirmation to be tied to the signing of the printed proof and its demonstrable presentation, which the Principal acknowledges.

If the Principal provides a reference proof, print, finished product, etc., to which print acceptance is tied, it must be made available to KRAJCÁR KFT. at the time of placing the order, but no later than with the submission of the graphic material. Otherwise, the late submission of the reference may cause delays in the prepress process, and thus in the delivery deadline, for which KRAJCÁR KFT. assumes no liability. Any additional prepress and potential production costs incurred due to the reference submitted after the given deadline are charged to the Principal by KRAJCÁR KFT.

The current requirements related to the submission of graphic materials are published on KRAJCÁR KFT.'s website at www.krajcarpack.hu.

- 6.15. The packaging of the shipment, the transport vehicle, and the mode of transport are selected by KRAJCÁR KFT., unless the Parties have agreed on these details in the Individual Contract. If the delivery is made on pallets provided by KRAJCÁR KFT.: a) in the case of one-way pallets, the contractor's fee includes the purchase price of the pallet; b) if the delivery is on EUR pallets, the Principal shall provide (return) only flawless quality exchange pallets suitable for food industry use to KRAJCÁR KFT. If the Principal does not provide the exchange pallet, or does not provide it in the quality specified above, KRAJCÁR KFT. invoices the purchase price of the EUR pallet separately to the Principal.
- 6.16. The loading of the products is carried out by KRAJCÁR KFT., while unloading is performed by the Principal at its own expense and responsibility.
- 6.17. As part of the handover of the products, KRAJCÁR KFT. provides the Principal with the cargo list and delivery note, and upon the buyer's request, sends the product quality certificate electronically within 1 working day.
- 6.18. KRAJCÁR KFT. hands over the product and the related documents to the Principal or a person authorised to represent the Principal or acting within the Principal's interest. Delivery is considered completed when the person specified in this section signs the documents acknowledging receipt of the product and simultaneously acknowledges the complete receipt of the products.
- 6.19. If the Principal is responsible for the delivery, the Principal shall collect the product at the time specified in KRAJCÁR KFT.'s written notification at the branch office located in Jákfa, Kövesdi utca 89. In this case, the Principal bears the cost and risk of delivery. KRAJCÁR KFT. ensures the conditions for the handover of the products at its branch office located in Jákfa, Kövesdi utca 89. The Principal must specify the names of the receiving persons when placing the order.
- 6.20. The Principal consents that unless otherwise specified in the Individual Contract, KRAJCÁR KFT. may use the commercial transaction as a reference – including with visual illustrations and product samples – upon successful completion of the Order.
- 6.21. Upon receipt of the products, the risk of damage transfers to the Principal.
- 6.22. If the Principal does not accept the product at the address specified in the Individual Contract for any reason, KRAJCÁR KFT. shall be obliged to redeliver the product only if the Principal advances the costs related to the failed delivery (redelivery, storage, loading and unloading, etc.) to KRAJCÁR KFT. If the Principal does not accept the product during the redelivery either, it shall collect the product from KRAJCÁR KFT. at the branch office located in Jákfa, Kövesdi utca 89., no later than 3 days from the date of the redelivery. For the purposes of these GTC, the calculation of the Principal's delay begins on the day following the first failed delivery date.
- 6.23. If the Principal falls into delay in collecting the products, KRAJCÁR KFT. undertakes to store the products at the Principal's risk and expense for a maximum of 6 months from the date of the delay. KRAJCÁR KFT. is entitled to charge the Principal a storage fee of 20 EUR/month/pallet due to the delay, which is invoiced from the 31st day following the date of the delay at a frequency determined by KRAJCÁR KFT. (weekly, monthly, etc.) for a maximum period of 6

months from the date of the delay.

- 6.24. If the Principal does not collect the product within 30 days from the date of the delay, the risk of damage related to the products transfers to the Principal on the day following the deadline, from which point KRAJCÁR KFT. bears no liability for any compensation, indemnification, settlement, or other reimbursement.
- 6.25. The Parties may agree in the Individual Contract on providing payment security, which may include, but is not limited to, the following:
- a) payment of the purchase price before the commencement of production;
 - b) payment of the purchase price before the delivery/collection of the product;
 - c) provision of a bank guarantee; establishment of another guarantee contract;
 - d) suretyship;
 - e) other security specified by the Parties in the Individual Contract.
- 6.26. If the Parties have agreed in the Individual Contract on the provision of any security to be provided by the Principal, the Principal shall provide such security to KRAJCÁR KFT. at the time specified in the Individual Contract. If the Principal fails to provide the security by the agreed deadline, the Principal loses all discounts specified in the Individual Contract (Section 6:190 of the Civil Code). In the event of late submission of the payment security, KRAJCÁR KFT. is entitled, at its discretion, to perform later by the number of days of the delay, refuse performance, or rescind the contract. The Principal shall compensate for damages resulting from the delay or failure to provide the security.

7. INSPECTION, WARRANTY, LIABILITY

- 7.1. In the course of its activities, KRAJCÁR KFT. shall maintain the quality of the manufactured product and deliver to the Principal a product with intact packaging that complies with the specifications of the Individual Contract.
- 7.2. KRAJCÁR KFT. is liable to the carrier for any damage resulting from inadequate or missing packaging.
- 7.3. KRAJCÁR KFT. guarantees that the products it delivers are free from litigation, encumbrances, and claims.
- 7.4. KRAJCÁR KFT. provides a 6-month shelf life for the processability of the products it delivers.
- 7.5. The Principal shall immediately inspect the quantity of the products upon receipt, note any objections on the delivery note, and report these in writing to KRAJCÁR KFT. within 1 (one) day. By signing the delivery note without any remarks, the Principal acknowledges receipt of the quantity of the products indicated on the delivery note, and the delivered quantity cannot be disputed thereafter.
- 7.6. The Principal shall visually inspect the product after receipt. The Principal shall report any defect detectable by visual inspection no later than 8 (eight) days from receipt of the products, and any other potential quality objection within 3 (three) days of its discovery, in writing, using the Complaints Form downloadable from KRAJCÁR KFT.'s website at www.krajcarpack.hu. The Principal shall substantiate the defects with documents and a sample taken from the defective product suitable for a comprehensive inspection of the defect, and send these to KRAJCÁR KFT. in a verifiable manner concurrently with the written report. The Principal shall segregate the defective products and make them available for further sampling or examination at KRAJCÁR KFT.'s request.
- 7.7. Goods can only be returned with the prior written consent of KRAJCÁR KFT. This consent does not constitute an acknowledgment of liability. The complaint does not entitle the Principal to suspend full payment or cancel the entire order, delivery, or other orders.

- 7.8. Defects in certain parts of the product do not provide grounds for a quality objection regarding the entire shipment.
- 7.9. After the expiration of the deadlines specified above, the Principal is not entitled to make further claims, and the performance shall be deemed accepted thereafter.
- 7.10. KRAJCÁR KFT. shall examine the deficiencies reported by the Principal by the deadline within 8 (eight) working days from the return of the defective product accepted by KRAJCÁR KFT. and inform the Principal of the result of the examination. If the Principal does not accept the result of the examination, the Parties jointly appoint an expert to conduct the control examination.
- 7.11. The costs of the examination related to the quality objection, the costs of transporting the product, and the costs of any expert engaged are borne by KRAJCÁR KFT. in the case of a justified quality objection, otherwise these are borne by the Principal.
- 7.12. In the case of a justified quality objection, KRAJCÁR KFT. arranges for the replacement or repair of the defective products within a reasonably expected time, but it may decide whether to fulfil this obligation through repair or replacement (remanufacture). If the repair or replacement (remanufacture) of the product is not possible within a reasonably expected time or would result in disproportionate additional costs for KRAJCÁR KFT., the Principal is entitled to request a fair reduction of the purchase price. If KRAJCÁR KFT. is unable to fulfil or does not undertake any of these obligations, the Principal may rescind the Individual Contract to the extent of the defective performance. In the event that multiple deliveries occur under the given Individual Contract, the Principal's right to partial rescission may apply to the part of the shipment affected by defective performance. Rescission is not permitted on account of insignificant defects.
- 7.13. KRAJCÁR KFT. is not obliged to take action to investigate the product affected by a quality complaint if the defect in the product clearly arose from a reason attributable to the Principal, or if the quality complaint is clearly unfounded or was made late in view of the above provisions, or if the Principal failed to fulfil its inspection, notification, or cooperation obligations. Furthermore, KRAJCÁR KFT. is exempt from liability if the Principal did not perform the storage, warehousing, transportation, or unpacking of the product with due care and according to professional regulations.
- 7.14. The enforcement of the Principal's warranty claims is excluded if the delivered goods were resold or processed after the defect was or should have been detected. This does not apply in cases where the Principal proves that resale or processing was necessary to avoid greater damage or if the product had a hidden defect before resale or processing.
- 7.15. KRAJCÁR KFT.'s liability is limited to the amount of the net purchase price specified in the Individual Contract.
- 7.16. The Principal may not assert claims for damages that have been compensated and recovered through insurance or could have been compensated and recovered if mandatory insurance had been taken out.
- 7.17. The limitation and exclusion of liability do not apply to liability for intentional breaches of contract that harm human life, physical integrity, or health.
- 7.18. Due to KRAJCÁR KFT.'s defective performance, the Principal is not entitled to withhold any funds or information.

8. TERMS OF PAYMENT

- 8.1. KRAJCÁR KFT. issues its invoice based on the prices set out in the Individual Contract, but taking into account the actual quantity of products delivered, considering the tolerance limits defined in Section 6.3 of these GTC.
- 8.2. The Principal shall pay the consideration for the products delivered by KRAJCÁR KFT. in the manner, currency, and by the deadline indicated on the invoice.
- 8.3. KRAJCÁR KFT.'s bank account number is included in the invoice it issues. The Principal ensures that the reference field contains the exact reference to the invoice to be settled (invoice number).
- 8.4. The Principal's payment obligation is considered fulfilled on time if the purchase price of the product is credited to KRAJCÁR KFT.'s bank account by the payment deadline.
- 8.5. In the event of the Principal's payment delay, it shall pay the default interest specified in Section 6:155 of the Civil Code.
- 8.6. In the event of the Principal's payment delay, KRAJCÁR KFT. may claim an HUF amount equivalent to EUR 100 (one hundred euros) for covering the costs related to the collection of its claim, and in the case of a payment reminder involving an attorney, an HUF amount equivalent to EUR 500 (five hundred euros), calculated based on the official foreign exchange mid-rate of the Magyar Nemzeti Bank valid on the first day of the delay. In addition, the Principal must bear the costs associated with enforcing the claim through litigation and/or out-of-court proceedings.
- 8.7. In the event of late payment or non-payment, KRAJCÁR KFT. may suspend further orders placed by the Principal or its delivery for a period determined by KRAJCÁR KFT., refuse performance until the invoices are settled, rescind the contract, or request advance payment or other security.
- 8.8. The Principal may only offset its claim against KRAJCÁR KFT. against its payment obligation to KRAJCÁR KFT. if the Principal's claim has been acknowledged in writing by KRAJCÁR KFT., is based on a final court or authority decision, or the Parties have agreed on such offsetting.

9. RETENTION OF TITLE

- 9.1. KRAJCÁR KFT. retains ownership of the sold product until the Principal has settled KRAJCÁR KFT.'s full claim (purchase price, default interest, costs, other ancillary claims) and fulfilled all its financial obligations.
- 9.2. KRAJCÁR KFT. excludes the use of unpaid products by the Principal; if the Principal does not voluntarily fulfil its payment obligation despite a payment reminder, the Principal thus expressly consents to KRAJCÁR KFT. removing these unpaid products at the Principal's expense and destroying them at the Principal's expense after the deadline specified in Section 6.23.

10. SUBCONTRACTOR

- 10.1. KRAJCÁR KFT. is entitled to engage subcontractors in the performance of the assignment, for whose work it is equally responsible.

11. DATA RECORDING, DATA PROTECTION

- 11.1. KRAJCÁR KFT. is entitled to record, store, and process principal data and information that comes to its knowledge in the course of its business activities to the necessary extent with due care *in accordance with the GDPR.*

- 11.2. KRAJCÁR KFT. processes personal data in accordance with applicable Hungarian and European Union legal provisions, particularly Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

12. LIAISING AND COMMUNICATION BETWEEN THE PARTIES

- 12.1. The Parties may only make notifications and declarations related to their contractual relationship in writing, by post or electronic mail, to be legally effective.
- 12.2. In everyday communication, the Parties also consider email messages sent to each other as an accepted mode of correspondence if these are sent from the email address specified in the Individual Contract to the other Party's email address specified in the Individual Contract. The Parties shall ensure that notifications and letters sent to the electronic mail address they provide can be successfully delivered. The responsibility, risk, and cost related to maintaining the electronic mail address and ensuring its operability lie with the Party providing the electronic mail address. An electronic mail is considered delivered at the time it is sent to the electronic mail address provided by the other Party, provided no error message is received regarding unsuccessful delivery. The Parties undertake to maintain the provided email addresses during the term of this contract and perform the necessary maintenance to ensure the effective operation of the mailing system. The Parties represent that they will use the provided email address exclusively themselves, to the extent possible and to fulfil the provisions of this section.
- 12.3. However, communication via email does not apply to declarations on material issues of the legal relationship between the Parties (including, but not limited to, contract termination, amendment, pre-termination warning, etc.), which can only be made in writing by the Parties' representatives authorised to sign for the company, via registered mail with acknowledgement of receipt. If it cannot be proven that the notification or declaration was received earlier, it is deemed received no later than the 5th working day from dispatch, even if the notification or declaration is returned to the other Party for any reason, including "address not identifiable", "not claimed", "moved", "addressee unknown".
marked as "refused to accept", "delivery obstructed".
- 12.4. The Parties undertake to promptly inform the other Party in writing of any changes in the identity or contact details of their contact person.

13. CONFIDENTIALITY

- 13.1. The Parties treat all facts and data acquired during or in connection with the request for a quote or contract conclusion as strictly confidential, and do not disclose these to the public or communicate them to third parties without the prior written consent of the other Party. This obligation is independent of the existence of the contractual relationship and remains in effect after the termination of the contractual relationship. The confidentiality obligation also extends to the employees of the Parties and any other persons they engage.
- 13.2. The Parties shall fully comply with the provisions of Act LIV of 2018 on the Protection of Trade Secrets. The Parties acknowledge that, under this Act, the rightsholder has the right to use, disclose to others, and publish trade secrets, transfer the rights to trade secrets in whole or in part, and authorise others to use trade secrets.

14. COPYRIGHT

- 14.1. KRAJCÁR KFT. represents that the technical documentation related to its products is its exclusive intellectual property. The Principal may only pass on the provided technical documentation to a third party for operational and maintenance purposes with the written consent of KRAJCÁR KFT.; such third party may not further distribute, disseminate, or

reproduce the received technical documentation. The Principal is liable for damages for breach of this obligation according to the general rules of liability for breach of contract.

- 14.2. The Principal warrants that the use by KRAJCÁR KFT. of the technical documents, specifications, product samples, works, or any part thereof provided by the Principal does not infringe the copyright or any intellectual property rights of any third party. The Principal warrants that during the performance of the contract, it only uses or provides KRAJCÁR KFT. with documentation, works, creations, etc., protected by copyright, patent, or trademark rights, or any intellectual property rights, for which it holds rights of use. The Principal is directly and fully liable for any claims by third parties.
- 14.3. KRAJCÁR KFT. undertakes to preserve the original copies, printing tools, cromalins, layouts, carrier media, prints, forms, etc., provided by the Principal at the Principal's risk and responsibility for a period of 30 days following the termination of the contractual relationship between the Parties. The Principal shall arrange for the transport of these tools and intellectual creations from KRAJCÁR KFT. at its own expense before the expiry of this deadline. If the Principal fails to fulfil this obligation by the deadline, it authorises KRAJCÁR KFT. to destroy these tools and intellectual creations at the Principal's expense and responsibility.
- 14.4. The clichés necessary for the production of the product are manufactured by KRAJCÁR KFT. based on the data file received from the Principal, and the cost of cliché production is invoiced to the Principal. If, within two years of the use of a given cliché (motif), no product is manufactured again using the given cliché (motif), KRAJCÁR KFT. does not use the given cliché again, but the Customer shall, on the one hand, have it transported from KRAJCÁR KFT. at its own expense in accordance with the provisions of Section 14.3, and, on the other, have the given cliché reproduced at its own expense in the event of a request for reuse of the given motif. The Principal must notify KRAJCÁR KFT. in writing at least 1 month before the expiry of the 2-year storage period of its intention for further manufacturing cooperation or request for the transport of the print plates, otherwise, after the 2-year period, KRAJCÁR KFT. is entitled to destroy the print plates without further notice. In the case of modified reproduction involving graphic changes, the Principal shall indicate its request for the preservation of print plates related to previous versions at the time of placing the order, otherwise, KRAJCÁR KFT. destroys the print plates no longer used without further notice.

15. TERMINATION OF THE CONTRACT

- 15.1. The contractual relationship concluded for an indefinite term may be terminated by either Party with a 30 (thirty) day notice period, without justification, by termination without cause. The termination of the contractual relationship does not affect the Parties' obligation to fulfil the commitments they undertook before the such termination. In the event of termination of the contractual relationship, the rights of the Party exercising the termination do not cease with the exercise of the termination; the Party remains entitled to enforce its claims. In the event of termination of the contractual relationship, the Principal shall take over the raw materials undertaken in the framework agreement.
- 15.2. The Parties are entitled to terminate or rescind the contract with immediate effect at their discretion:
- a) if the other Party initiates bankruptcy proceedings or this is ordered against it by a final decision, or liquidation proceedings are opened against it by a final decision, or such final decision decides on its voluntary dissolution; or if the company's involuntary dissolution is ordered or a judicial oversight procedure is opened against the company.
 - b) if the other Party breaches its contractual obligation and does not remedy it upon written notice from the other Party, not even by the additional deadline set in the written notice;
 - c) if the performance of the contract is delayed by more than 3 (three) months due to a "force majeure" event.

- 15.3. KRAJCÁR KFT. is entitled to terminate or rescind the contract with immediate effect, if:
- a) the Principal is in default of its payment obligation for more than 15 (fifteen) days;
 - b) the Principal breaches any material provision of the Individual Contract;
 - c) the Principal provides false information to KRAJCÁR KFT. in connection with the Individual Contract;
 - d) the fulfilment of the Principal's payment obligation is deemed to be at risk by KRAJCÁR KFT. due to the deterioration of the Principal's financial situation in the meantime.
- 15.4. In the event of immediate termination of the contract by KRAJCÁR KFT., all liabilities of the Principal towards KRAJCÁR KFT. under the contract immediately fall due.
- 15.5. The Principal may terminate the contract with immediate effect if the delay of KRAJCÁR KFT. attributable to it exceeds 30 (thirty) working days.

16. COOPERATION OF THE PARTIES, OBLIGATION TO PROVIDE INFORMATION

- 16.1. The Parties continuously cooperate in good faith and fairly for the purpose of fulfilling the provisions of the contract, and promptly inform each other of all circumstances that are material to the performance of the contract.
- 16.2. The Principal undertakes to inform KRAJCÁR KFT. in writing of any changes affecting its company data or the data provided in the Individual Contract within 5 (five) days of such change occurring. The obligation to provide information extends in particular, but not exclusively, to the notification of a new owner, opening a new bank account, or if the bank account communicated to KRAJCÁR KFT. is closed.
- 16.3. The Principal undertakes to inform KRAJCÁR KFT. in writing within 1 (one) day if liquidation, bankruptcy, or winding-up proceedings, involuntary dissolution, or judicial oversight proceedings are opened against it, as well as if judicial or other official enforcement proceedings are opened against it, and any event (physical or legal fact) that may have a significantly adverse effect on the Principal's business, economic or financial situation, or solvency.
- 16.4. KRAJCÁR KFT. undertakes to inform the Principal of any changes affecting the data provided in the Individual Contract.
- 16.5. The legal consequences arising from the failure to fulfil the obligation to provide information are in all cases borne by the Party failing to provide information or providing it late.

17. FORCE MAJEURE

- 17.1. KRAJCÁR KFT. is not liable for damages caused by external reasons beyond its control, unforeseeable at the time of concluding the Individual Contract, for which it was not expected to avoid the circumstance hindering contractual performance or to avert its damaging consequences (force majeure). These reasons include, but are not limited to,
- a) act of war, sabotage, rebellion, blockade, bombing, revolution, terrorist act,
 - b) other emergencies, natural disaster, earthquake, fire, epidemic, flood, storm, lightning strike; extreme weather conditions,
 - c) serious operational disruption, interruption of raw material supply, extraordinary delay of suppliers, significant defects in raw materials;
 - d) work stoppage, strike, and measures taken by bodies authorised pursuant to the National Defence Act;
 - e) embargo, boycott, import-export bans.

- 17.2. In the event of such impossibility of performance, the Principal may choose from the following options:
- a) the order frustrated by extraordinary events is fulfilled by KRAJCÁR KFT. after the cessation of such extraordinary events;
 - b) the Principal no longer requires the fulfilment of the order frustrated by extraordinary events after the cessation of such extraordinary events.
- 17.3. In the event of rescission due to a force majeure event, the Parties bear their own damages, and otherwise strive to restore the original state.
- 17.4. The Parties shall immediately inform each other of the threat of force majeure and its occurrence, as well as its expected duration.

18. PARTIAL INVALIDITY

- 18.1. In the event of the invalidity of any provision of these GTC, the legal consequences of invalidity apply to the invalid provision. The invalidity of such provision does not affect the validity of the other provisions of the Individual Contract and the GTC.

19. LANGUAGE OF THE CONTRACT

- 19.1. These GTC are drawn up in Hungarian and English. The Individual Contracts are drawn up in Hungarian, English, and/or German. In case of interpretative difficulties or disputes, the Hungarian version prevails in both cases.

20. APPLICABLE LAW

- 20.1. The Contract is governed by the provisions of Hungarian law.

21. SETTLEMENT OF DISPUTES

- 21.1. The provisions of Hungarian law apply to the legal transaction. In the event of a dispute, the Parties agree to submit themselves to the jurisdiction of the Hungarian courts.

22. CLOSING PROVISIONS

- 22.1. In the event of a contradiction between the content of these GTC and the Individual Contract concluded between the Parties, the provisions of the Individual Contract prevail in the matter.
- 22.2. In matters not regulated in these GTC or the Individual Contract, the provisions of the Civil Code and other currently effective applicable legal regulations apply.

Effective from: 11 July 2025

Krajcár
Csomagolóanyagipari Kft.
9841 Rábaközy, Bakóczy F. u. 84.
Adószám: 13678711-2-18
Cg.: 18-09-108686
Tel.: 06-95/362-180

Zsolt Krajcár
Managing Director
KRAJCÁR Csomagolóanyagipari Korlátolt Felelősségű
Társaság