

GENERAL TERMS AND CONDITIONS OF CONTRACTS

The present General Terms of Supply (GTS) applied by Dunapack Paper and Packaging Limited Liability Company form part of the Contracts for the supply of the Products.

These General Terms of Supply come into effect on 20th September, 2016.

1. Definitions

Contract: each agreement which has been concluded by and between the Supplier and the Customer

- a) for the supply of or sales and purchase of the Products, or
- b) for the regulation of the relationship between the Parties for the supply and/or sales and purchase of the Product, or
- c) refers to Supplier's acceptance of the Order (offer) placed by the Customer.

The Contracts refer to, without limitation, the supply contract, the general supply contract, the agreement on quantity discounts, the distributor's contract, the commercial representation contract, and Orders placed pursuant to or in connection with these. The Contracts are concluded as per the provisions of section 3 (conclusion and performance of Contracts).

Customer: The contracting party to whom the Supplier delivers or sells Products under the terms of the Contract.

Supplier: The contracting party that supplies or delivers the Products to the Customer.

Parties: The Supplier and the Customer jointly.

Products: The goods shipped or delivered to the Customer by the Supplier as stipulated in the Contract.

Stack: Unit of cargo as formed from the Products.

GTS: The present General Terms of Supply.

Order: Legal statement made by the Customer to the Supplier with regard to the supplying of Products as specified in the legal statement.

Dunapack: Dunapack Paper and Packaging Company Limited Liability Company (1215 Budapest, Duna utca 42. Cg.01-09-966589)

INCOTERMS: Incoterms[®] 2010 Explanation of the three-letter trade clauses used by business partners with regard to goods' sales contracts. The Incoterms[®] 2010 Clauses describe primarily the most important tasks, costs and risks inherent in goods' transportation from the seller to the buyer.

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Adószám: 23460333-2-44

2. The subject of the General Terms of Supply

The Supplier assumes the obligation to transfer/deliver the Product, as specified in the Contract, to the Customer under the terms of the transfer of ownership. The Customer has an obligation to receive the Product and to effect payment of its price.

3. The scope and use of the General Terms of Supply

- 3.1. The General Terms of Supply form an integral part of the Contracts, referring to GTS, being drawn up for the supply of Products between the Supplier and the Customer. Should the contents of a Contract differ from the provisions laid down in the General Terms of Supply, the provisions of the Contract shall prevail.
- 3.2. The General Terms of Supply shall serve to regulate - not exclusively - the conclusion and the performance of the Contracts between the Supplier and Customer, and any other contract-related transaction, including compensation, liability, insurance or guarantees.
- 3.3. The potential INCOTERMS conditions should be applied in accordance with the provisions of the Contract. The rights and obligations specified by the relevant INCOTERMS clause shall prevail unless the Contract specifies otherwise.
- 3.4. Any other conditions or stipulations of the Customer with regard to the Supplier will only take effect with the Supplier's written consent.

4. Conclusion of contracts

- 4.1 The Contract will be established with a contract being drawn up in writing or with acceptance of the Customer's properly issued written order by the Supplier, in writing (order confirmation).
- 4.2 If the Customer clearly indicates the relevant parameters of the ordered product and the contractual terms and conditions (quantity, quality, term of delivery, place and time of delivery, terms of payment, etc.) in an Order, the Contract will immediately be seen as drawn up and concluded with an order confirmation being sent by the Supplier.
- 4.3 The Supplier will consider Orders arriving from the e-mail address specified by the Customer or placed via a website operated by the Supplier or by the Customer, and order confirmations sent electronically or by fax message by the Supplier in response, as being valid orders and order confirmations under this paragraph.
- 4.4 Any agreement entered into by and between the Parties shall only be considered to be in effect if it is made by the Parties in writing. Any agreement concluded orally, with an implied conduct, or in another form of nonwritten agreement shall only be considered to have legal effect if confirmed by the Supplier in writing.
- 4.5 The electronic documents (e-mail) and attached documents (Order, quotation, order confirmation) are valid without signature if sent from the e-mail address provided by the Parties as per section 13 of these General Terms of Supply.

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5. Performance of contracts (place and time of performance, quantity, method of delivery)

- 5.1. The Supplier is obliged to deliver the Products to the Customer under the terms and conditions outlined in the Contract, to deliver products' accompanying documentation (bill of lading, delivery note, etc.) and to enable the Customer to take over the Products' ownership as per Contract.
- 5.2. The Contract shall include the exact location of the goods' receipt (performance), being either the Supplier's specified premises or premises specified by the Customer. If the Customer does not indicate the goods' place of receipt in the Contract, the place of performance will be the Customer's premises.
- 5.3. If the Supplier is to arrange freight, he will send notification of the Products' dispatch at the Customer's special request so that the Customer can prepare to receive the goods. In the absence of a Customer request here, the Supplier will only provide special notification of the Products' dispatch if the Supplier delivers the goods at a time different from that laid down in the Contract.
- 5.4. If Products are to be delivered within a certain period of time under the Contract, the Supplier is entitled to deliver at any time within the agreed period and the Customer shall accept such performance.
- 5.5. If the Customer is to arrange freight, the Supplier shall notify the Customer of the state of readiness of the Products. The Customer will arrange full acceptance and complete delivery of the products within 3 working days from the receipt of such notification. If the Customer fails to arrange takeover or delivery of the goods as specified in the Contract within 3 working days, the Supplier will store such goods, in a responsible manner, at the Customer's risk and expense, and shall inform the Customer accordingly. Simultaneously, the Supplier is entitled to invoice the goods' price and to charge the Customer for the costs of storage, which shall be HUF 120/pallet/day. If goods' receipt is delayed or cancelled for reasons attributable to the Customer, the Customer shall not require any compensation for non-performance or delay in relation to the contract.
- 5.6. A person authorized by the Customer confirms the receipt of the goods by signing the delivery document, writing legible his/her name and putting the stamp of the Customer on the delivery document. The Supplier shall be entitled to consider the person taking over the goods, on the place of performance specified by the Customer, with his/her signature and the stamp of the Customer as a person authorized for takeover and acting on behalf of the Customer. The Customer is obliged to check the Products upon receipt, or to arrange to have them examined.
- 5.7. The Supplier, unless otherwise agreed, shall be deemed to have performed in accordance with the contract if the supplied quantity deviates from the quantity specified in the Contract by a maximum $\pm 10\%$.

6. Products' packaging, stacking, and the handling of pallets

- 6.1 The Supplier will use MÁV EUR pallets and two straps for the packaging of Products, unless otherwise agreed. The Stack's height, unless otherwise agreed, should be 120 to 220 cm, depending on the Product.
- 6.2 The Supplier will charge the pallets to the Customer, as returnable packaging, by attaching a packaging delivery note, unless otherwise agreed. The Supplier will indicate the quantity and price of such pallets in the invoice separately. The returnable packaging, without fault - if returned by the Customer up to the quantity confirmed in the packaging delivery note - will be taken back by the Supplier, and the Supplier shall return the deposit or credit the Customer's account with the amount.

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7. Provisions regarding Customer-owned production tools as stored by the Supplier

- 7.1. The production tools in the possession of the Supplier (die cut tools, printing plates) whose costs of production have been paid for by the Customer are the Customer's property. Such tools will be stored by the Supplier at his own expense, but at the risk of the Customer until an order is received for the given Product.
- 7.2. If no order is received in relation to production tools that are being stored by the Supplier, but which are owned by the Customer, for a time period of 12 months, the Customer shall be deemed to have given up ownership of such production tools and shall consent to their destruction (sort out). In this case, the Supplier shall be entitled to destroy such production tools without compensating the Customer. The Supplier shall inform the Customer about the destruction (sort out) by sending the customer the destruction report.

8. Handling warranty and complaints

- 8.1. The Supplier - in the absence of individual quality requirements specifically agreed to in the Contract - manufactures the Products as per the design and specifications in his own test catalogue and board grade range. The Supplier guarantees that the product will meet the product specifications laid down by Dunapack. Since Products are under continuous development, the Supplier reserves the right to change the board grade specifications.
- 8.2. The Customer can enforce his warranty rights within the 6 months' limitation period from the date of manufacturing. After this period, the Customer's warranty claims are no longer enforceable.
- 8.3. A Stacks' quantitative check as well as a qualitative check of Stacks and packaging must be carried out by the Customer immediately after receipt of and/or arrival of goods, and this has to be confirmed via the signing of the delivery note. The Supplier's recommendations for goods' handling, storage and usage sequence will be indicated on each Stacks. If such recommendations are violated, the Supplier shall be relieved of having warranty/guarantee obligations.
- 8.4. Quantity complaints
 - 8.4.1. The Customer is obliged to check the quantity of Stacks upon receipt and if there are any discrepancies in quantities, he should provide evidence of the quantity differences.
 - 8.4.2. If the place of receipt is the Supplier's premises, the Supplier is obliged to provide reasonable conditions for the Customer for a quantitative checking of Stacks. If the Customer or person acting on behalf of the Customer (e.g. carrier) fails to carry out a check of Stacks upon receipt, the Parties shall consider the quantity and quality of the Stacks as having been accepted, and the Customer cannot enforce any claim as regards faulty performance by referring to such later.
 - 8.4.3. If the place of receipt is not the Supplier's premises, the Customer - together with the Supplier's employees or representatives (carrier) - shall write a joint record of each volume deficit detected during a checking of Stacks, unless the Customer was responsible for the transporting of such Stacks. If the Customer organised the transport of Stacks, such Stacks should be seen as having been delivered in the quantity specified on the delivery note and signed by the Customer.
 - 8.4.4. If no quantitative shortages are found after a checking of Stacks, or if Stack checks are to be seen as done, this circumstance shall be deemed to be contractual performance and the Supplier does not have any liability with regard to any quantitative discrepancy concerning Stacks (a shortage in Stacks); also, the Supplier does not accept any quantity complaint connected to shortage of stacks at a later time.

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8.5. Quality complaints

- 8.5.1. The Customer is obliged to check the delivered Products' quantity and quality within the Stack and within the period of warranty as described by point 8.2, and he should report precisely and in detail any detected differences in the quantity and/or quality defect (by precisely indicating the date of shipping, the order and article number, the quantity and the quality seen as being defective), this being done in writing by attaching the delivery note and relevant documents proving the proofs of such complaint.
- 8.5.2. If the physical condition of the Products or the packaging of Stacks is being complained of, photograph(s) and a minimum of two samples from each complained stack shall be attached to each written report (for testing purposes).
- 8.5.3. If the Customer fails to check the Products' quantity in the Stacks and their quality during the said time period, the Parties shall consider the Products' being checked and a quantitative and qualitative conformity as having been approved.
- 8.5.4. If the Customer fails to carry out a quantitative and qualitative checks of Products in Stacks within 6 months of production or to report differences in Stack quantity and/or any quality defects, he should bear the consequences of such a delay, and the Supplier will be exempt from any liability in connection with quality defects.

8.6. Settling complaints

- 8.6.1. The Supplier shall take measures within 3 working days after announcement and receipt of a complaint to investigate it.
- 8.6.2. The Customer must take all necessary steps to allow the Supplier's experts to investigate the complaint at the Customer's premises and the Customer should cooperate with the Supplier's experts during such investigation.
- 8.6.3. If the Parties are unable to reach a common agreement within a reasonable period of time about a given complaint, the Supplier is entitled to request expert help from the Paper Research Institute of the Faculty of Wood Engineering of the University of West Hungary, operating as an independent expert body, the cost of which will be borne by the Supplier if the fault proves to be identifiable as theirs; while the costs of the test shall be borne by the Customer if the complaint is seen to be unfounded.
- 8.6.4. If the complaint is justified, its costs shall be borne by the Supplier, otherwise the costs shall be borne by the Customer. The Supplier will settle all lawful and legitimate complaints as per the concrete agreement reached with the Customer with regard to the settling of complaints.
- 8.6.5. The Customer can only send back goods he considers to be defective to the Supplier if the Supplier consents to such in writing.
- 8.6.6. The Supplier shall not be liable for any defects suffered after transfer of the risk – that is, risk which has been transferred simultaneously with the Customer's receipt of Products - caused by external circumstances.
- 8.6.7. The Supplier is not liable for any damage caused by the improper storage or inadequate processing of Products or raw materials suffered by the Customer, or for Product damage caused by improper transport in case of transport organized by the Customer.
- 8.6.8. The Supplier has the right, at his own discretion, to give a discount to the Customer or to provide missing products, or replace the Product, or otherwise remedy a given problem. The prerequisite for delivery of a replacement Product shall be return of the defective product, unless the Supplier instructs the Customer otherwise.
- 8.6.9. A complaint does not exempt the Customer from making payment of the product's price, as specified in the Contract, by the given time and in the given method of payment.

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9. Limitation of liability

- 9.1. If the laws do not rule out limitations of liability, and in case of lacking any agreement to the contrary, the Supplier will only assume liability for the actual reductions in a Customer's assets if his performance was faulty; and he is not obliged to compensate the Customer for any potentially lost profits, including consequential damages. The Supplier binds the Supplier's damage liability and the sum of any compensation to the product quantity's net price as an upper limit, regarding the quantity which is affected by the delay or failure or quality defect, in relation to any potential damages suffered by the Customer that can be traced back to such delay or failure or quality defect.
- 9.2. If the Supplier indemnifies the Customer without a quality test, this does not mean recognition of a quality defect; any later quality-related complaint reported on a greater quantity of the same shipment will not automatically be seen as recognition of faulty performance.

10. Credit limit and its cover

- 10.1. The Supplier specifies an individual credit limit (further on referred to as credit limit) for the Customer and may also conclude credit insurance for all deliveries and/or services performed on the basis of present GTS and related general and individual contracts with deferred payment. The Supplier shall be entitled to modify the amount of the credit limit at his own discretion. The Supplier informs the Customer about the amount of the specified credit limit and its modifications.
- 10.2. The credit limit specified by the Supplier aims to cover the commercial credit. The commercial credit means the total amount of the existing invoiced debts plus the goods on stock and the value of accepted/confirmed orders increased with the amount of the value added tax. If the amount of the commercial credit as defined under this point exceeds the credit limit the Supplier shall be entitled to require security from the Customer, or to accept further orders only if the existing invoiced debts are partly paid.

11. Terms of payment

- 11.1. The Customer shall pay the purchase price for Products as per the invoice issued on the basis of the delivery note, under the terms and conditions set forth in the Contract.
- 11.2. Should the Customer wish to settle more invoices during a financial transaction - even partially - he is required to send the Supplier the details of all payments and information relating to these paid invoices.

12. Late payment and its consequences

- 12.1. The date of financial performance is the date when the sum of money is credited to the Supplier's bank account. If the Customer fails to pay any due sum by a specific payment date, he will be deemed to be late. The Customer will then be obliged to pay default interest for the overdue sum, relating to the period of the delay, i.e. from the initial date of being late until the date payment is actually made. In the event of late payment, the Supplier will charge the Customer for the delay (i.e. the latter will pay default interest) pursuant to relevant law (6:155. § of the Civil Code). The Customer is obliged to pay the accrued default interest within 8 working days from receipt of the Supplier's written notice on payable default

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- interest accruing to the Supplier. The amount of interest payable due to payment delay will be calculated by the Parties on the basis of the actually lapsed days, taking a 365-day calendar year into account.
- 12.2. In the event of any late payment or non-payment, the Supplier may suspend the supply of outstanding items; he may terminate the contract and/or he may ask for a payment guarantee with regard to making further deliveries.
- 12.3. The amount paid by the Customer will be accounted by the Supplier first as interest, then as an expense, then as settlement of the Customer's oldest outstanding purchase price debt.

13. Communication

- 13.1. The Parties undertake to immediately inform each other of all relevant facts affecting the provisions of the contract, in writing, and of any facts which may jeopardize completion of the Contract.
- 13.2. The Parties may communicate with each other by e-mail as well. E-mail communication rules are as follows:
- 13.2.1. The Parties shall indicate their contact persons authorized to send and receive emails. Failing this, the defaulting party will be held responsible for any damage caused by unauthorized e-mails.
- 13.2.2. The Parties can only accept e-mails forwarded by authorized persons.
- 13.2.3. The Parties are required to check whether the received e-mails are in line with the above-mentioned rules.
- 13.2.4. E-mails are sent to Parties without any official signature or stamp, and/or without any similar identification. The parties shall nonetheless consider such e-mails as e-mails forwarded by authorized persons unless the opposite can be proved, and they deem such e-mails as being approved of according to their content.
- 13.2.5. The Parties unanimously declare that they see the e-mails as paper documents signed by the duly authorized persons during contractual relations, thus they accept both the e-mail forwarding person and the content of the e-mail as authentic, unless the contrary is proved.
- 13.2.6. Regarding the e-mails sent pursuant to the rules established here, parties must not state before any court or other authority that the e-mails do not comply with written requirements as regards written company statements.
- 13.2.7. If any dispute arises in relation to the e-mail forwarding person or the content of an e-mail, the sending party will be required to prove that the person indicated as the e-mail's sender has not sent it and/or it was not sent with the received content. In such a case, the party from whose circle of interest, from whose computers, and through whose personal contact a false e-mail was sent will be held responsible for any damage arising.
- 13.2.8. The parties declare that they consider their e-mail systems safe and suitable; at the same time, the Parties undertake to immediately inform each other if, during their system's operations, they have become aware of the fact that the security of the system may have been jeopardized. The relevant Party will be held responsible for damage caused by any delay in information forwarding.
- 13.3. If there is a change in the address of a Party (registered seat), their identification details (company registration number, VAT number), they are obliged to notify the other Party of the change in writing (by telegram, fax or e-mail) within 5 business days.

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14. Secrecy

- 14.1. The Parties state that any data, fact, including but not limited to the existence of the contract and its content which they may become aware of in any manner during the drawing up and performance of the Contract in connection with the other party and its activities, shall be considered a trade secret (confidential information); the parties must not disclose such, and must not make such information available to any third party, and must not use information for any purpose other than performing the Contract, unless the other party consents to such in advance and in writing.
- 14.2. This provision does not apply to any third parties providing legal, financial, accounting, insurance, additional financial (including also debt collection) services either to the Customer or the Supplier under contract, nor can such information to be obliged not to be given to any authority. In the event of information disclosed upon official (authority) request, the Parties shall notify each other without delay of this fact and of the content of disclosed information.
- 14.3. The effect of this secrecy commitment shall not be affected by the fact of this contract's termination for any reason.

15. Termination of contract

- 15.1. Without limiting the lawful rights of the Supplier, or his rights under the contract, the Supplier is entitled to terminate the contract with immediate effect, without there being an obligation to pay compensation if:
 - 15.1.1. the Customer or any person acting for and/or on behalf of the Customer gravely violates Dunapack's Code of Ethics (i.e. see the code on Dunapack website's www.dunapack.hu);
 - 15.1.2. the Customer or any person acting for and/or on behalf of the Customer violates the secrecy commitment undertaken in the Contract;
 - 15.1.3. a statement or behaviour/act of the Customer or any person acting for and/or on behalf of the Customer violates the Supplier's good reputation or sense of business fairness;
 - 15.1.4. the Customer becomes insolvent, initiates insolvency or winding-up proceedings against himself, or if liquidation proceedings have been initiated against him;
 - 15.1.5. The Customer violates his contractual obligations seriously or repeatedly and he fails to remedy such breach of contract within 7 days of the Supplier's notice.

16. Force majeure

- 16.1. It does not constitute a breach of contract if any of the contracting parties is unable to fulfil their contractual obligations for reasons not attributable to them (force majeure).
- 16.2. Unforeseen and by human powers not avoidable circumstances (e.g. war, a national strike, earthquake, flood, fire, act of terrorism, extreme snow obstacles, etc.) should be seen as force majeure circumstances that do not depend on the Parties' will and may directly hinder one contractual party in satisfying their obligations.
- 16.3. The contracting parties are obliged to immediately inform each other about a threat of force majeure or about a force majeure occurrence, and its expected duration, in writing, and they should do their best to handle the situation. If the force majeure situation exists for more than 30 days, the parties are entitled to terminate the Contract without specific consequences while completed performances and outstanding claims will have to be settled.

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17. Miscellaneous provisions

- 17.1. The Customer can only refer to the contract or cooperation with the Supplier if the Supplier has given his express written consent in advance. The Supplier is entitled to withdraw the aforesaid consent in writing at any time, without giving his reasons.
- 17.2. The Parties should consent to any amendments to the Contract in writing.
- 17.3. The Supplier will publish the effective GTS on his website (www.dunapack.hu).
- 17.4. The Supplier reserves the right to modify or replace the present GTS, if necessary. He shall inform the Customer about this fact 30 days before this comes into force. Unless the Customer presents objections in relation to the new or modified GTS to the Supplier in writing within 15 days after the information has been given, the revised or new General Terms of Supply will become effective and applicable to both parties from the stipulated date.
- 17.5. If due to changes in laws and regulations any of the provisions of these General Terms of Supply (GTS) become invalid, unlawful or cannot be enforced, this fact will not affect the validity of the remaining sections of the GTS.
- 17.6. The Supplier is entitled to transfer his rights and obligations under this contract to third parties with prior notification of the Customer. By signing the contract, the Customer irrevocably consents to such a transfer. The Customer can only transfer his rights and obligations under the Contract to third parties with the prior written consent of the Supplier.

18. Disputes and the governing law

- 18.1. In the event of any legal dispute, the Parties shall endeavour to settle the disputes amicably, and if this is not successful, the Parties can apply to the Court. To decide on matters in dispute that cannot be settled amicably, the Parties - depending on the limit of value - agree on the exclusive jurisdiction of the Nyíregyháza District Court or Tribunal competent in relation to the Supplier's branch premises.
- 18.2. The contracting Parties accept that matters not covered in the supply contract and/or in the GTS shall be governed by the provisions of Hungarian civil law.

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