



Pátia Nyomda Zártkörűen Működő Részvénytársaság  
Registered seat: 1117 Budapest, Hunyadi János út 7.  
Court registration number: Cg. 01-10-041819

pátia nyomda

## **GENERAL TERMS AND CONDITIONS (GTC) FOR ORDERING PRINTING SERVICES**

### **01 CONTRACTUAL RELATIONS**

In the absence of a written agreement to the contrary, the sale and delivery of printing services by Pátia Zrt. (hereinafter the Contractor) for its contracting parties shall be governed by the terms and conditions of the GTC. Contracting parties are the Client, on one hand, and the Contractor, on the other. In the event a natural person Client also qualifies as a consumer, the relevant mandatory provisions of the Hungarian Civil Code and the specific terms hereof shall also apply. The Contractor undertakes to produce and supply the products ordered by the Client in accordance with the terms and conditions of this GTC. By placing its order, the Client, in accordance with the terms and condition of this GTC, undertakes to take over the products ordered and settle, fully and in a timely manner, the invoice issued by the Contractor in respect of the contractor's fee. An agreement concluded pursuant to this GTC may only be amended in writing upon the mutual consent of the contracting parties.

### **02 TERM AND PUBLICATION OF THIS GTC**

By placing an order, the Client acknowledges that it has read, accepted and shall be bound by the terms and conditions of this GTC. The present GTC will apply to any printing services related contracts even without a specific reference to this GTC in such contract.

The Contractor shall continuously make available in electronic format (at [www.patria.hu](http://www.patria.hu)) the present GTC for its customers. The Contractor reserves the right to amend with justified reasons the terms and conditions of the present GTC. The Contractor shall publish on its website any amendment to this GTC at least 30 days prior to its entry into force. The GTC being effective on the day on which the Client places its order with the Contractor shall apply to the contract.

### **03 THE SUBJECT MATTER OF THE CONTRACT**

The subject matter of the contract is the production and/or multiplication of printable products as specified by the Client (hereinafter the products). The Contractor shall not review the content of the products, the sole liability and responsibility for the content thereof shall rest on the Client. The Client warrants that (i) the products do not infringe the rights or legal interests of third parties, (ii) the publication or distribution of the products do not infringe personal rights and the products are in full compliance with all applicable law, (iii) it bears all the necessary rights in respect of the products for the exercise of the publisher's rights, for the determination of the content of the products, or he acts on the basis of the empowerment or engagement of the person bearing such rights. In the event the Contractor suffers any damages as a result of the breach by the Client of any these warranties, the Client shall fully indemnify the Contractor within 15 days of the receipt of the written notice thereon.

## 04 ORDERING

The Client shall place its order and send to the seat of the Contractor in writing, via email or post (hereinafter in this GTC jointly in writing).

The Contractor shall either (i) confirm the order (together with a price offer), or (ii) request additional information, or (iii) without giving any reasoning reject the order within 5 working days from the receipt of the order.

In the event the Contractor fails to confirm or reject the order, or fails to require additional information within 5 working days from the receipt of the order, it shall not be considered as an acceptance of the order, nor shall it establish any legal relationship between the parties.

Within 5 working days from the receipt of the order, the Contractor may comment on the order, may request additional information or it may propose the amendment of certain conditions of the offer (including delivery deadline, quality or issue number).

The production agreement shall only be established between the parties if and when the Contractor and the Client agreed in writing in all essential conditions of the agreement, including, among others, the scope of services to be performed by the Contractor (including the type, quantity and quality of the products), the deadline, type and location of the delivery of the products for the Client, the contractor's fee and the payment terms thereof. The Contractor shall in writing confirm with the Client the conclusion of the production agreement and the date thereof.

The Client shall hand over to Contractor all necessary data and information that is necessary for contractual performance. The order shall – in respect of the products – contain all necessary instructions and specifications, documents and data including, among others, the type of the raw material (quality weight/gram), the size, patterns, colors, quantity and packaging of the product, its place of delivery, the invoicing data, which, together, completely determine the expectations of the Client in respect of the product, and justify producibility.

## 05 PRINT-READY PDF

The Client shall timely, as defined in its offer or in the production agreement the latest, hand over to the Contractor the print-ready PDF in production quality. The Contractor shall complete the multiplication based on the print-ready PDF as delivered to it.

The Client hereby expressly acknowledges and accepts that the quality of the multiplied products shall be largely dependent on the quality of the original material handed over by the Client to the Contractor for multiplication. In the event, as a result of any quality defects of the print-ready PDF handed over by the Client to the Contractor, the performance of the contract becomes impossible, or the performance of the contract in a timely manner or in the agreed quality is not possible, the statutory provisions applicable for a breach shall not apply to the Contractor, and the Client shall be obliged to fully indemnify the Contractor for any related damages.

The Contractor shall review the print-ready PDF for the purposes of usability, and shall inform the Client in writing of any discovered defects. The Contractor shall not be liable for any defects or deficiencies which remain undiscovered by it even after careful review of the product. The Client may request the Contractor to produce the print-ready PDF, which requires a separate agreement of the parties thereon.

## 06 APPROVAL OF PRINTING

In the event the Client does not specifically require his approval in writing, the Contractor shall consider the print-ready PDF approved by the Client.

## 07 PLACE AND DATE OF DELIVERY

The time of delivery is either a deadline or a pre-defined calendar day determined in the production agreement. Deadlines start on the day, which follows the written confirmation of the conclusion of production agreement by the Contractor (Clause 4, para. 4. of this GTC).

The Contractor shall not be liable for a breach if it is a result of any unforeseen or unforeseeable compelling circumstance or event, which cannot be reasonably prevented (force majeure).

In the absence of an agreement to the contrary, the place of delivery is the registered seat of the Contractor as defined in this GTC, from where the Client is obliged to transport the products at its sole costs.

In the event the Client requests the transportation of the products, the Client shall indicate the requested delivery address in its order, and the parties shall make a separate agreement on this subject matter. Even in the event the parties specifically agree that the Contractor, at the sole costs of the Client shall (i) organize the delivery with a third party carrier or (ii) transport and deliver the products with its own vehicles to any address other the registered seat of the Contractor, the parties shall consider the registered seat of the Contractor as the place of delivery, and any and all liability for the products shall pass from the Contractor to the Client at the time when the products leave the registered seat of the Contractor.

In the event the Client fails to co-operate in respect of the takeover of the products in accordance with the contract even after the receipt of a written notice thereon, in the absence of a written agreement to the contrary, the Contractor shall be entitled to issue invoice in respect of the products ordered, but not yet taken over, within 5 days of the written notice.

In the event the Client fails to settle the full amount of the contractor's fee, the Contractor, at the cost of the Client, shall be entitled to destroy the products after the expiry of the 30 days period following the delivery of the notice on take-over.

In the event the Client has fully settled the purchase price of the products, but it failed to take over such products, the Contractor shall, as a custodian, be liable for storing the products, at the costs and the liability of the Client for a period of six months commencing on the last day of the period when the takeover of the products could have taken place. In the event the Client fails to take over the products within such period, the Contractors shall be entitled to destroy the products at the cost of the Client or to sell them and deduct the costs of the custody from the sales price

## 08 QUANTITY INSTRUCTIONS

The Contractor shall be entitled to deviate downwards from the quantity ordered by not more than 3 per cent., and the Client hereby accepts such right for deviation. Any deviation larger than the aforementioned may only be agreed by the parties in a separate agreement.

The Client shall be obliged to review the quantity of the contracted products in the course of the hand-over. In the event the Client recognizes any deviation from the quantity ordered, the representatives of the parties shall be obliged to stipulate it in the hand-over protocol.

The Client shall receive a pro rata price reduction if the volume of the ordered and confirmed products is smaller than those actually produced and delivered. For additional items, the Client shall pay a pro rata purchase price for such additional items.

## 09 QUALITY COMPLAINTS

The Client shall be obliged to carry out a random sampling of the products in the course of the hand-over, and it shall carry out a full review thereof within 3 days of the handover.

In the event the Client intends to submit a complaint in respect of the quality of the products, any such complaint may only be delivered to the Contractor if it is served within ten calendar days from the handover, with the exception of consumers, to whom such deadline does not apply. Consumers shall also be obliged to carry out a review of the quality of the products as soon as possible, and they will be obliged to submit their complaint within two months from the discovery of the deficiency of the products.

The Contractor shall be obliged to provide the Client with a written opinion along with related evidences in respect of the complaint within 8 days of the receipt of the quality complaint.

In the event the Client also qualifies as a consumer, such complaint shall be addressed by the Contractor in accordance with applicable law (taking minutes etc.).

The Parties shall jointly define the frequency and the gravity of the occurrence of the quality default. The Parties shall agree to the reparation method of the deficiency or the potential re-production of the product. In respect of the Client who does not also qualify as a consumer, the liability of the Contractor for the products concerned by quality complaints shall be limited to the value of the products (as defined in the contract).

In the event the Parties fail to agree on the well-groundedness of the quality complaint, they will jointly appoint a professional quality control organization and they will seek to obtain the expert opinion of such organization in respect of the disputed issues, with the exception of the Client, who qualifies as consumer, who may decide not to obtain such expert opinion. The Parties shall advance the costs of the preparation of the expert opinion equally, and the party whose position in respect of the quality complaint was not supported by the expert opinion shall bear the preparation cost thereof. Such latter provision shall apply to a Client qualifying as consumer only upon its express consent. For the defective performance of the Contractor, the Client qualifying as consumer may also turn to conciliatory body.

## 10 PAYMENT

The Contractor is entitled to a contractor's fee as a compensation for the services rendered under the production agreement. The contractor's fee contains all costs and fees of the Contractor, which arise in connection with the performance of the contract, exclusive of the delivery costs of the products. In the event of delivery as per EU standard pallet, the contractor's fee does not contain the price of the pallet. In the event of the absence of substitute pallet, the price of a new pallet shall be invoiced by the Contractor and paid by the Client. The place of taking back of the pallet shall be the registered seat of the Contractor.

The Contractor shall report the environmental product tax to the central budget in accordance with Act LXXXV of 2011. The Contractor's invoice shall contain the environmental product tax payable in respect of the products. The invoice shall separately indicate the amount of the environmental product tax. The Client shall report to the Contractor in writing if, falling under the scope of the act, but qualifying as an exception, the products ordered are exempt from environmental product tax. The Contractor shall not be obliged to verify the accuracy of such declaration, it is the sole liability of the Client, who hereby accepts and undertakes the consequences of the provision of inaccurate information. The Client shall send to the Contractor a completed, duly signed and stamped original issue of the declaration before the completion of the production of the products. In the absence of such declaration, the Contractor shall invoice the amount of the environmental product tax.

The Contractor shall be entitled to issue its invoice in possession of a delivery note or a certificate of performance signed by the Client, and shall be obliged to hand it over to the Client in the course of the hand-over (of the products), or, within its sole decision, to send it to the Client via registered mail to the seat/address of the Client within 8 days of the hand-over. In the absence of an agreement to the contrary, the Client shall wire transfer the invoiced amount to the bank account of the Contractor as indicated in the production agreement within 8 days of the delivery of the invoice. The Client, in the event of a failure to timely settle the invoice issued by the Contractor, shall pay interest to the Contractor in line with the Hungarian Civil Code and shall also bear any related enforcement costs. In the event of a non-payment of the amount invoiced by the Contractor, the Contractor shall be entitled to hand over the claim to a debt collection company, whose costs shall be borne by the Client

## **11 RESERVATION OF TITLE, RISKS**

The Contractor shall retain title to the products until the full settlement of the contractor's fees. The day on which the contractor's fees are considered to be settled is the day on which the full amount of the contractor's fees as determined in the production agreement is credited to the bank account of the Contractor.

The Client, with the exception of possession, shall be entitled to exercise any rights originating from ownership only after the full settle of the contractor's fees; however, the risks shall pass to the Client after the hand-over of the products.

## **12 DATA HANDLING**

The Client grants its consent to the Contractor to store, use and handle its data in line with applicable laws.

## **13 MISCELLANEOUS**

The Contractor and the Client shall keep as business secret all information in respect of the organization, internal processes and matters of the other party they become aware of in the course of performing the production agreement as well as the content of the production agreement. A breach of such obligation will entitle to non-breaching party to request damages.

The confidentiality obligation shall remain in existence for a period of five years commencing of the termination of the production agreement.

The Parties shall inform each other of any changes in their core data (seat, branch office, bank account number, telephone and fax number, email account, contact person) within 3 days of the taking place of such change.

Any legal relationships made under this GTC shall be governed by Hungarian law.

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Pátria Nyomda Zrt.