



pátria nyomda

Pátria Nyomda Zártkörűen Működő Részvénytársaság
Székhely / Company headquarter: H-1117 Budapest Andrásy út 7.
Cégjegyzékszám / company registration number: 01-10-041819

GENERAL CONDITIONS OF CONTRACT

1 THE CONTRACTUAL RELATIONSHIP

The sales and supply of print products performed by Pátria Zrt. (hereinafter referred to as the Provider) shall exclusively be governed by the provisions of the present GTC, except if any other written agreement exists between the parties. Contracting parties are on the one part the Provider, on the other part the Client. If the natural person Client also qualifies as a consumer, the obligatory provisions on consumers of the Civil Code and certain specific provisions of the present GTC shall be applicable. The Provider undertakes to manufacture the products according to the provisions of the present GTC, based on the purchase order of the Client.

By means of placing the purchase order, the Client undertakes, with the conditions laid down in the present GTC to accept the ordered product and to pay the contractual fee fully when it is due, based on the invoice issued by the Provider. It is only possible to modify the contract that had been concluded according to the GTC in writing, based on the mutual agreement of the contracting parties.

2 TERM AND PUBLICATION OF THE GTC

By means of placing the order, the Client acknowledges that it has become familiar with all the provisions of the GTC, has read and understood them, and accepts them as obligatory. The present GTC shall be applicable for any and all contract concluded between the parties – the subject of which is ordering print products – even if the contract does not refer to the present GTC.

The Provider shall provide the continuous availability of the present GTC (in its current version) electronically (www.patria.hu). The Provider reserves the right to modify the provisions of the present GTC if necessary. The Provider shall publish the modification of the GTC on its website 30 days prior to its entering into force. The GTC in effect at the time of placing the order shall be applicable for the contract concluded between the parties.

3 SUBJECT OF THE CONTRACT

The subject of the contract shall be manufacturing and/or reproducing the print product according to the parameters set by the Client, the content of which shall be defined by the Client. The Provider shall not examine the content of the product and it shall not be held liable for it. Client guarantees that the product does not harm any rights or legitimate interests of third parties, its publication and distribution do not infringe personal rights and are completely in line with Hungarian legislation, and that it holds complete authorization regarding the publications for exercising publishing rights, for distributing the publications, for determining the content of the publications, or proceeds under the authorization and assignment of the person who holds these rights.

If the Provider suffers damage arising from the breach of the above committed by the Client, the Client shall indemnify it within 15 days counting from the receipt of the notification thereof.

4 PLACING ORDERS

Orders shall be sent to the address of the Provider by the Client in writing – via e-mail or by post, hereinafter referred to together in the present GTC as in writing

Provider shall confirm the order – together with the quote - within 5 working days from the receipt of the order, or shall request more detailed information, or shall reject the order without reasoning. In case the Provider does not confirm the order, does not request additional information thereof, and does not reject the order within 5 working days from the receipt of the order, it shall not be considered as the acceptance of the order, and it shall not constitute any legal relationship between the parties.

The Provider is entitled to make written comments regarding the order within 5 working days from the arrival of the order, it may request additional information, and may suggest the modification of any specific condition (including the time limit for performance, the quality, the quantity).

The contract for services shall be deemed concluded between the parties when the Provider and the Client have agreed in writing on all material element of the contract, including, but no limited to the content of the service to be provided by the Provider (including the type, quantity and quality of the product), the time limit, method and place for handing over the product for the Client, the consideration for the services, and the due date of payment. Provider shall confirm in writing for the Client the conclusion of the contract for services and its date.

Client shall provide any and all necessary data, information, specification for the Provider that are necessary for the contractual performance. The order shall contain all provisions, documents and data – regarding the product -, including (but not limited to) the type of the raw material (quality, gram weight, etc.), the size, patterns, colors, quantity, packaging (presentation) of the product, the shipping and billing address, which shall determine completely and without doubt all the requirements of the Client regarding the product, and they shall testify that it is possible to manufacture the product.

5 READY FOR THE PRESS PDF

The Client shall provide the ready for press PDF in manufacturable quality for the Provider within the time limit laid down by the Client – in the order, or the latest in the contract for services. The Provider shall produce the copies based on the ready for press PDF. The Client accepts that the quality of the product reproduced by the Provider shall greatly depend on the original quality of the material to be reproduced that was handed over to the Provider. In case the fulfilment of the contract becomes impossible because of the ready to print PDF's error, or if it is not possible to perform within the time limit that had been undertaken or at the undertaken quality, then the provisions regarding the breach of contract may not be applied against the Provider, and Client shall indemnify the Provider for the damages that it has suffered.

The Provider shall examine the ready to print PDF whether it is possible to process it by printing devices, and shall notify the Client in writing if it finds such problems. Provider shall not be held

liable for the errors and/or defaults that were not noticed by it, if it has taken due care during the examination. If Client requests Provider to prepare the ready for press PDF for printing, this shall be handled in a separate agreement.

6 BESTÄTIGUNG DES DRUCKENS

If the Client does not require separately in writing approval/passing the proof, then the ready for press PDF shall be considered by the Provider as having been approved by the Client.

7 ZEIT UND ORT DER ERFÜLLUNG

The date for performance shall be the time limit or due date laid down in the contract. The time limit for performance shall commence on the day that follows the written confirmation of the contract for services by the Provider (Point 4, Article 4 of the GTC).

The Provider shall not be held liable for the breach of the contract if its cause is a compelling circumstance that was not foreseen and could not have been foreseen, or any obstacle that was not foreseen and that could not have reasonably been prevented (force majeure).

The place of performance – unless otherwise agreed – shall be the seat of the Provider as specified in the present GTC, from where the Client shall ship the product at its own expense.

If the Client requests the shipping of the product, it shall include it in the order as a shipping address, and parties shall conclude a separate agreement on this subject. If the Provider and the Client agree that at the expense of the Client (i) the Provider shall organize the shipping of the products by using a carrier company, or (ii) the Provider shall transport the products by means of its own vehicles to any destination other than the seat of the Provider, then parties shall still consider the seat of the Provider as the place of performance, and the liability regarding the products shall also be transferred to the Client from the Provider at the time when the products leave the seat of the Provider.

If, despite a separate written notification sent by the Provider the Client does not cooperate in the contractual handover of the products, then the Provider shall be entitled to issue an invoice regarding the ordered products that were not collected within 5 days counting from the notification – unless otherwise agreed. If the Client had not paid the full purchase price, the Provider shall be authorized to destroy the products at the expense of the Client 30 days following the receipt of the notification calling for collecting the products. If the Client paid for the products, but has not collected them contractually, then the provisions on safeguarding shall be applicable for the Provider for 6 months counting from the last day of the period that is provided for contractual handover. If the Client still does not collect the products within this period either, then the Provider shall be entitled to destroy the products at the expense of the Client, or based on its own decision, it may sell them and deduct its expenses from the purchase price it receives..

8 PROVISIONS ON QUANTITY

The Provider may diverge from the ordered and confirmed number of copies (downwards) by 3% at maximum, and the Client has to accept this. Any larger difference shall be agreed upon by the parties in a separate agreement.

The Client shall examine at the handover the quantity of the products that form the subject of the contract. If the Client observes any difference compared to the ordered quantity, the representatives of the parties shall record it in the handover minutes.

If there are less products manufactured than what had been ordered and confirmed, the Provider shall provide a price discount in proportion to the number of products that were not manufactured. If the Client needs the extra copies, it shall have to pay the consideration for these products proportionately.

9 QUALITY COMPLAINTS

The Client shall examine the quality of the product at handover by using a random sample, and it shall perform an itemized quality check within 3 working days counting from the handover.

If the Client wishes to submit a complaint regarding the quality of the product, then it shall notify the Provider in writing thereof within at most 10 (ten) calendar days counting from the handover of the product. This constitutes a cut-off time limit, except if the Client is a consumer. If the Client is a consumer, the quality of the product has to be checked as well as soon as possible, because they may submit their complaints within two months counting from finding the defect.

The Provider shall provide a written opinion for the Client the latest within 8 (eight) calendar days counting from the receipt of the quality complaint, substantiated by proof regarding the complaint. If the Client qualifies as a consumer, its complaint has to be managed by the Company according to applicable legislation (keeping minutes, etc.).

Parties shall determine the frequency and severity of the defect together. Parties shall make a decision together about repairing the quality complaint or re-manufacturing the product. If the Client does not qualify as consumer, the financial liability of the press shall be maximized in the value of the complained product - the value determined in the offer. In case the Parties are not able to reach a mutual standpoint regarding the well-foundedness of the quality complaint, they shall choose a professional quality-checking body together and shall request its opinion regarding the questions that are under debate, except if the Client qualifies as consumer, because the consumer may decide that he/she does not request a professional opinion. The costs of the professional opinion shall be advanced by the parties equally, and the party whose opinion in the quality complaint case is not substantiated by the professional opinion shall cover the costs. If the Client is a consumer, the latter provision may only be applied if he/she explicitly agrees. The Client who qualifies as a consumer may turn to a mediation board (which has jurisdiction based on his/her address or on the seat of the company) regarding the dispute about defective performance.

10 PAYMENT OF THE FEE

The Provider shall be entitled to the fee determined in the contract for services as the consideration for the services defined in the contract.

The contractor's fee shall contain all costs and fees of the Provider that may arise during the performance of the contract – not including the shipping cost of the product.

In case of EUR pallet standard shipping, the prices do not include the price of the pallet. The Client shall provide a replacement pallet. In the absence of a replacement pallet, the price of a new pallet shall be invoiced, to be paid by the Client. The place for returning the pallet shall be the seat of the Provider.

The Provider shall report the environmental product tax to the central budget, based on Act LXXXV of 2011. The Provider shall invoice the product together with the environmental product tax. The environmental product tax shall be labeled as a separate item. The Client shall provide a written declaration for the Provider about those orders for which the act is applicable but which form an exception under the provisions of law, thus the environmental tax is not to be paid. The

authenticity of the declaration shall not be examined by the Provider, the person making the declaration shall be responsible for it who accepts and undertakes the liability for the consequences of false information. The Client shall send the filled in and properly signed, stamped declaration to the Provider before the products are finished. In the absence of a declaration, the amount of the environmental product tax shall be invoiced by the Provider.

The Provider shall be entitled to issue the invoice if it has the bill of delivery or the certificate of performance signed by the Client, and shall give it to the Client simultaneously with the handover, or, based on its own choice, shall send it to the seat/address of the Client via registered mail within 8 days following the handover. In the absence of any different agreement, the Client shall pay the invoiced amount within 8 days following the receipt of the invoice to the Provider via bank transfer, to the bank account determined in the contract for services. The Client shall pay default interest as laid down in the Civil Code and the costs of recovery if the Client is in delay with the payment compared to the due date that is on the invoice issued by the Provider.

If the consideration on the invoice issued by the Provider is not paid, the Provider may transfer the claim to a debt management company, the cost of which shall be borne by the Client

11 RETENTION OF TITLE, TRANSFER OF RISK

The Provider shall retain its ownership title regarding the products that form the subject of the contract until the complete payment of the contractor's fee. The payment date of the contractor's fee shall be the day when the bank keeping the bank account of the Provider credits the amount on its bank account.

The Client shall be entitled to the rights arising from the ownership title – except for the right of possession – after the complete payment of the contractor's fee, adding that the risk shall transfer to the Client after the handover and acceptance of the product.

12 DATA PROCESSING

The Client consents to the use and processing of its personal data by the Provider, who shall abide by the respective legal provisions.

13 CLOSING PROVISIONS

The Provider shall handle the information it has learned during the performance of the contract about the organization, rules of procedure, issues of the other party, also the contents of the contract for services as confidential information. In case of breaching this obligation, the party having suffered damage shall be entitled to request compensation for damages.

The obligation of confidentiality shall be applicable for the Parties for 5 years counting from the termination of the contract.

If the main data of the Parties change (registered office, site, bank account number, phone and fax number, e-mail address, contact person, etc.), they shall inform each other in writing within 3 working days counting from the date of the change.

Hungarian law shall be applicable for the legal relationships that are established based on the present GTC.