

General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as GTC) apply to the manufacturing, graphics preparation, printing preparation of printed products, paper-based containers, self-adhesive blank label rolls and POS-POP products manufactured and sold by **BOX PRINT - FSD Packaging Kft.** (hereinafter referred to as **Manufacturer**), consultation on the design of custom products and the general product sales and delivery procedures, contracting and the order completion process.

1. DATA OF THE MANUFACTURER PROVIDING THE SERVICES

Manufacturer: BOX PRINT - FSD Packaging Kft.
Registered office: 5516 Körösladány, Lenkei u. 1-1.
Site: 2330 Dunaharaszti, Jedlik Ányos u. 32.
Tax identification number: 13545989-2-04
Company registration number: 04 09 006773
Bank account number: Budapest Bank HUF 10103881-33221800-01005007, EUR 10103881-33221800-01005306
SWIFT code: BUDAHUHB
IBAN number: HU70 1010 3881 3322 1800 0100 5007 (HUF), HU48 1010 3881 3322 1800 0100 5306 (EUR)
Represented by: Attila Fazekas, Managing Director
Phone: +36 66 522 910
Email: info@boxprint.hu

2. THE MANUFACTURER'S ACTIVITIES THIS GTC APPLIES TO:

1. Folding carton made with offset technology (only secondary packaging material in the food industry),
2. Pasteboard box made with offset technology (only secondary packaging material in the food industry),
3. POS-POP products,
4. Blister carton made with offset technology,
5. Self-adhesive blank label roll,
6. Custom design.

3. PRICE QUOTATION, ORDERING

Depending on the product type, the **Manufacturer** shall give a written price quotation in 1 to 5 working days to the **Client's** written request for quotation, which contains all necessary information and which the Client has sent to the **Manufacturer** via email or telefax. The request for quotation shall include all information necessary for project completion (product sample or graphic, material requirement, technical documentation, the product's intended use, quantity, delivery conditions and address, information regarding the accounting of the environmental product fee). If the information provided is inadequate, incomplete or uninterpretable, then the Parties shall promptly discuss it.

If the **Client** accepts the price quotation of the **Manufacturer**, then the Client has the right to place its order in writing (via email or telefax) with the **Manufacturer** according to the price quotation and in 60 calendar days as from the date of sending the quotation to it.

On its order, the **Customer** shall indicate the quotation number given by the **Manufacturer**.

The **Manufacturer** shall confirm the order within 72 hours after receipt. If the **Client** requests any modification of an already confirmed order, then the **Manufacturer** will send a modified confirmation.

All substantive communication related to the orders (orders, approvals, confirmations, modifications, remarks and other substantive statements) are made in writing.

The starting date of the production deadline undertaken in the quotation is the day when the **Client's** written approval of the sample (proof, colour, design and/or printed sample, etc.) arrives to the **Manufacturer**. During order performance, the **Manufacturer** may use sub-contractors and it shall be held liable for the sub-contractors' activities and conduct in the same manner as for its own activities and conduct.

In case of machine start up process by the customer - ie when the production process start in the personal presence of the customer - if the actual production process (eg. printing, die cutting, laminating, gluing) is the approval process/machine start up actually started for the reasons attributable to the Customer takes place after a period exceeding 1 (one) hour, the Manufacturer shall charge a "machine stop fee" in the amount of **HUF 25,000.- / hour** for a period exceeding 1 (one) hour between the planned date and the date of the actual start of the production process, under a condition that the duration of the machine stop period is not included in the production deadline.

3.1. Prices

Printing services always require specific calculation. The prices in the quotation apply only to the products and materials of the calculations and the given parameters and number of copies. Before placing its order, the **Client** shall check the parameters. The calculation has a separate row for other incidental expenses such as the cutting die and stereotype cost and the conditions for delivering the products as requested by the **Client**, in line with INCOTERMS 2016.

Incoterms® 2016 Rules											
CHART OF RESPONSIBILITIES											
Charges/Fees	Any Transport Mode		Sea/Inland Waterway Transport				Any Transport Mode				
	EXW	FCA	FAS	FOB	CFR	CIF	CPT	CIP	DAT	DAP	DDP
	Ex Works	Free Carrier	Free Alongside Ship	Free On Board	Cost & Freight	Cost Insurance & Freight	Carriage Paid To	Carriage Insurance Paid To	Delivered at Terminal	Delivered at Place	Delivered Duty Paid
Packaging	Buyer or Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Loading Charges	Buyer	Seller*	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Delivery to Port/Place	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Export Duty & Taxes	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Origin Terminal Charges	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Loading on Carriage	Buyer	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Carriage Charges	Buyer	Buyer	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Insurance						Seller		Seller			
Destination Terminal Charges	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller
Delivery to Destination	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller	Seller
Import Duty & Taxes	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller

The quotation does not include the product fee(s) or graphic design, plotter sample and other costs related to the ordered project, even if they arise subsequently. The prices in the **Manufacturer's** price quotation do not include the environmental product fee or the value added tax.

The **Manufacturer's** price quotation is valid until the deadline indicated in it and if the EUR/HUF exchange rate remains in the band specified in it. If the price quotation does not specify a duration of validity, then the quotation is valid for 60 calendar days. The **Manufacturer** is not bound by the offer after the expiration of this time period, or if the EUR/HUF exchange rate moves out of the specified monthly average EUR/HUF exchange rate band.

According to Act LXXXV of 2011, the **Manufacturer** shall declare the environmental product fee to the general government budget. The **Manufacturer** shall invoice the product to the **Client** at a price increased with the environmental product fee. The invoice shall include the environmental product fee in a separate line item. In case of orders that are covered by the above Act but meet the conditions for exception and are, therefore, exempt from the environmental product fee, the **Client** shall provide a written declaration for the **Manufacturer**. The **Client** shall bear full liability for the authenticity of the declaration and shall accept and agree to the consequences of false information. The **Client** shall send the filled-in, signed and stamped statement to the **Manufacturer** still before project completion.

The Act's provisions allow the **Client** to assume the payment of the product fee in a contract, which the **Manufacturer** shall submit to the appropriate authority for approval after signature. In the absence of a declaration or a contract of assumption approved by the appropriate authority, the **Manufacturer** shall invoice the amount of the environmental product fee.

3.2. Quantity

With liability for damage, the Client shall assume the obligation to take the ordered quantity and to pay the consideration for it. Delivery quantity tolerance (pcs.) for each product type:

1. folding carton and pasteboard boxes:
 - a. $\pm 10\%$ below 3,000 pcs,
 - b. $\pm 5\%$ from 3,001.
2. $\pm 10\%$ for blister boards
3. $\pm 5\%$ for labels
4. The quantity of POS-POP products is the precise quantity.

The **Manufacturer** charges a surcharge for orders for precise delivery quantity and orders excluding negative production tolerance. The surcharge is minimum 5% of the given price. The **Client** shall tell this requirement in advance to the **Manufacturer**.

3.3. Quality

Completion shall meet the quality specified by the **Manufacturer** in the price quotation. Printing is done according to the approved colour sample or proof and the approved material sample (POS-POP, unprinted plotter sample that corresponds to the material for folding cardboard and offset pasteboard corrugated boxes), and the **Client** shall give this approval to the **Manufacturer** when submitting the graphic material. If no colour sample is provided, we use the average colours according to the colour profile we use. In this case, the **Manufacturer** shall not be liable for any colour deviation, and the **Client** may not have modification requests to, or damages, cost reimbursement, warranty or other claims from the **Manufacturer**. The **Manufacturer** can provide colour guarantee only on the basis of the digital proof made at the **Manufacturer** from the received material(s). The **Manufacturer** shall give 2 \pm 1 sample products or dimensioned 3D front and rear images for approval; if more than that is required, manufacturing unprinted plotter samples from folding cardboard and offset pasteboard corrugated cardboard costs HUF 5,000/piece + VAT, manufacturing POS-POP products from unprinted plotter samples costs HUF 10,000/piece + VAT, consultation on custom design development costs HUF 7,500/hour/operator + VAT, which the **Manufacturer** shall invoice to the **Client**.

The **Manufacturer** shall not be liable for defects attributable to improper, incomplete, uninterpretable data provided by the Client.

3.4. Submission of graphic material(s) (offset)

The **Manufacturer** shall prepare a ready-to-print PDF file (generated by the **Client** according to the following parameters) for offset printing.

1. ready-to-print composite CMYK colour model,
2. PDF file's version number: 1.3 -1.4, if possible,
3. it should not include any colour profiles (e.g. ICC Base),
4. the right spot colours should be used for direct colours,
5. die-cut drawings should be added to the material as overprints with separate colour separations,
6. embedded pictures should be CMYK and of 300 dpi resolution,
7. if the Client gives a linked file to the Manufacturer, then please attach the linked files separately and as converted into CMYK,
8. all fonts should be embedded or converted into curves,
9. minimum bleed:
 - a. 3 mm for cardboard
 - b. 5 mm for glue-flaps
 - c. corrugated board: 5 mm
 - d. display: 10 mm
10. the graphic should be centered
11. the graphic and the die-cut drawing should have separate layers
12. The Manufacturer's file should have a scale of 1:1, otherwise distortion could occur. Colour alteration will occur if the materials are sent in RGB; the Manufacturer shall not be liable for colour accuracy if that is the case
13. Use of black colours:
 - a. For barcodes: it should be 100% black (no cyan, magenta, yellow).
 - b. Black text: it should be 100% black overprint.
 - c. Colour composition should not exceed 300% anywhere in the material.
 - d. The black colour must be 100% for black shades.

Material submission: On CD, DVD, USB data carriers if submitted in person or via email (max. attachment size: 15 MB) or electronic file transfer tool.

Chromatic aberration is to be expected on papers the surfaces of which are weaker than that of coated paper (e.g. coated duplex boards, liners), and the **Manufacturer** cannot guarantee their colour accuracy.

The **Manufacturer** is not liable for grammatical or content errors.

If the above parameters are not met, the **Manufacturer** is ready to correct the received graphic material for a price of HUF 7,500 + VAT/person. Further information is available on the **Manufacturer's** website.

Requirements of the FSC-STD-50-001 standard apply to the use of the trademark on FSC®(FSC-C146780)qualified products.

3.5. Packaging

Finished products are packaged according to the nature, weight and size of the goods. The **Client** shall indicate any special packaging requirements (seaworthy, storage or transportation at extreme high or low temperature) in advance (in the request for quotation), and the **Manufacturer** may charge a surcharge for such requirements. In case of transportation on pallets, the prices do not include the prices of pallets; otherwise, the price quotation includes the pallet price as well. Depending on the **Client's** requirements, we use novel or used pallets. The **Client** shall give us a pallet of similar quality in exchange. If no pallet (EURO, CUEP, etc.) is given in exchange, we invoice the pallet used at the current market price of pallets. The **Manufacturer** shall not take back damaged, defective, repaired, non-novel or broken pallets; the **Client** shall assume the obligation to pay the **Manufacturer** the value of the pallets. Pallets shall be returned at the **Manufacturer's** site.

3.6. Delivery

According to the **Client's** needs and INCOTERMS 2016 (see Clause 3.1).

If the **Client** requests that the products be sold EXW Körösladány/Dunaharaszti or FCA Körösladány/Dunaharaszti and fails to transport away the goods within 10 working days after the advice of readiness, then the **Manufacturer** shall charge HUF 200/day/pallet + VAT for storage and HUF 1,000 + VAT for putting the goods in storage and HUF 1,000 + VAT for taking them out from storage.

Goods may be taken over and are handed over at the **Manufacturer's** sites:

H-5516 Körösladány, Lenkei u. 1-1 on working days: between 7 am and 6 pm

H-2330 Dunaharaszti, Jedlik Ányos u. 32 on working days: between 7 am and 3 pm

The **Manufacturer** is ready to put goods, cargo in storage for a price set in a separate agreement.

3.7. Receipt of goods, complaints, liability

3.7.1 Acceptance of quantity/complaints

The **Client** or its representative/agent shall confirm the receipt of the entire quantity of the goods by signing and stamping the delivery note of the **Manufacturer**. The **Client** shall immediately, at the time of the delivery/acceptance, notify the **Manufacturer** of any objections regarding quantity as well as any damage that can be detected with visual inspection.

3.7.2 Acceptance of quality/complaints

In case of quality defects that are not detectable at the time of receipt but are demonstrable and documented, the **Manufacturer** shall respond to the complaint within 24 hours as from its announcement and commence the investigation of the remarks. The investigation normally takes 15 (fifteen) working days.

The **Manufacturer** shall accept complaints for transportation and cargo handling damage if the **Manufacturer** was the transporter or freight organiser, and the **Client** makes a separate remark about the damage on the delivery note when receiving the goods, draws up a protocol supported with photos taken on the transport vehicle and has them signed by the transporter, and immediately notifies the **Manufacturer**. In case of FSC® (FSC-C146780) qualified products, defective products shall be recalled according to the requirements laid down in the FSC-STD-40-004 V3-0 EN standard.

4. PAYMENT TERMS

The **Client** shall wire transfer the consideration for the order before the payment deadline indicated on the invoice issued by the **Manufacturer**. The **Manufacturer** may request advance money for first-time orders or high order quantities, and the **Manufacturer** is not obliged to commence manufacturing until the advance money is paid, and the undertaken delivery deadline applies from the day of payment of the advance money. The **Manufacturer** shall mail its invoice issued with the agreed payment terms within 10 days after the delivery.

The agreed payment deadline is calculated from the delivery date. In case of late payment, the late payment interest shall apply from the day following the payment deadline (i.e. from the onset of the delay). The late payment interest rate shall be the central bank base interest rate applying on the first day of the calendar half-year in which the delay takes place plus 8 percentage points. Subsequent orders shall be accepted only if 100% of the purchase price of the goods already delivered but not paid is immediately wire-transferred. In case of late payment, the **Manufacturer** may require the payment of advance money for further orders or may apply a payment deadline that is shorter than the previously agreed one or refuse order completion. The **Manufacturer** shall suspend the provision of its services in all aspects for defaulting Partners which are even **one day late with payment** if they owe over EUR 15,000, or are 15 days late with payment, regardless of value. In case of late payment over 20 days, the **Manufacturer** shall have the right to hire a receivables management company to collect its receivables, the costs of which shall be borne by the **Client**. The **Client** shall declare that if the **Manufacturer** reinvoices it the costs and fee of the receivables management company according to the foregoing, then it shall accept that and keep that in its records as legitimate and recognised claim and shall settle it to the deadline.

The **Manufacturer** shall have the right to suspend further deliveries under an already-concluded contract (without any obligation to assume liability) if the **Client** fails to perform its payment obligations to the agreed payment deadline and/or the Manufacturer becomes aware of any information regarding the **Client** that jeopardises the Client's solvency.

5. RETENTION OF TITLE

The **Manufacturer** shall retain title of the products handed over and/or delivered to the **Client** until the purchase price, any late payment interest and the related costs are fully paid.

6. CONTRACT TERMINATION

The **Client** may, at any time, withdraw from the contract but shall compensate the **Manufacturer** for all costs and damages that were incurred as a result of the withdrawal. The **Client's** failing to accept or give instructions regarding the manufactured finished products in 5 working days following the **Manufacturer's** notification shall also constitute withdrawal from the contract. The **Client** has the right to terminate this contract; is shall, however, pay the **Manufacturer** the entire consideration payable for performing the printing services ordered up to the day of termination as well as the costs and damage incurred by the Manufacturer in this connection. The declaration of termination and the declaration of withdrawal shall be valid if they are made in writing. The termination shall be effective as from the receipt of the declaration by the **Manufacturer**.

7. LIABILITY OF THE CLIENT

The Client shall represent and warrant that the ordered product and the information (texts) on the product in every respect meet the standards and laws applicable to the Client.

8. CONFIDENTIALITY

The Contracting Parties shall treat information received from each other as business secret, including but not limited to information, data, methods and documents concerning the operations, businesses, business methods, prices and business policies of the Parties and/or their clients.

During the cooperation, the Parties may use information which they become aware of about the other party only for performing their contractual obligations and may not forward such information to third parties and do all that can be expected from them to ensure that unauthorised third persons cannot acquire such information.

By submitting the order, however, the **Client** gives its express consent to the **Manufacturer** to supply data on the Contract and on the Client to third persons in order to enforce its claims as well as to process the personal data of the party requesting a quotation in the manner specified in the Privacy Notice. The Privacy Notice is available at the <https://boxprint.hu/wp-content/uploads/2020/08/bp-fsd-adatkez-taj-en-20200901.pdf> website.

If its performance conforms the contract, the Manufacturer may use the Client as a reference.

9. LEGAL DISPUTES

The **Manufacturer** and the **Client** shall take all measures to amicably settle, by way of negotiation, disputes and disagreements that might arise in relation to the performance of this contract. Issues not regulated in this Contract are regulated by the rules of the Hungarian Civil Code. If the Parties failed to come to an agreement, they shall submit all their disputes and disagreements for settlement to the Hungarian court having jurisdiction pursuant to current legislation.

Attila Fazekas, Managing Director,
Dunaharaszti, 15.06.2021.