

RotaPack Zrt. H-6728 Szeged, Dorozsmai út 35.

General Terms and Conditions of Purchase

RotaPack Zrt. as Buyer

Szeged, 30th December 2015

1. The scope of the present general terms and conditions encompasses all offers made and contracts concluded by the Buyer in order to buy goods. The Parties determine the important elements of their contract for the sale of goods with the aid of the 2010 edition of INCOTERMS. The rules of the INCOTERMS 2010 parity chosen by the Parties may differ from the provisions of the present general terms and conditions. In this case the present general terms and provisions shall take precedence over the parity chosen by the Parties.
2. The present general terms and conditions shall also be – among other cases – applicable for the legal relationship of the Parties if the Seller does not submit their objections to the Buyer regarding them within three days after their receipt. If the Seller argues the present general terms and conditions within the designated deadline, then only the argued provisions shall not be applicable for the legal relationship of the Parties, and the non disputed provisions of the present general terms and conditions shall be applicable for the legal relationship of the Parties. The Seller's general terms and conditions shall be applicable only if the Parties endorse them with their signatures.
3. The Parties agree that when choosing the parity CIP, the place for the passing of risk shall be at the headquarters or branch offices of the Buyer, furthermore the Buyer shall not be obligated to pay for any expenses incurred by the Seller related to unloading of the goods at the named place of destination.
4. The Parties agree that when choosing the parity DAP, the Buyer is not obligated to pay for any expenses incurred by the Seller relating to the unloading of products at the named place of destination.
5. Only statements in written form (at least transmitted through email or via fax) are legally binding. Oral statements are legally binding only if both parties confirm the statement in writing.
6. Should the Parties not determine otherwise, the quantity and price of the products sold shall be determined and billed according to its net starting weight.
7. Should the Seller uphold their property rights on the products until their sales price has been paid in full, the Buyer is entitled to register the fact of selling the products to the Buyer with the Seller's upholding of ownership rights into a competent official registrar of debt securities.
8. Should doubts arise regarding the Seller's ability or willingness to perform their contractual obligations after the conclusion of the contract (especially in case of late payments, reduction of available credit payments or deletion of credit limits by creditors etc.), then in order to secure

the payment the Buyer is entitled to refuse the further fulfillment of their contractual obligations until the payment is completed, and is entitled to void or rescind from the contract.

9. The Seller is obligated to pay all expenses above the sales price connected to the products that arise through no fault to the Buyer after the conclusion of the contract (excluding the changes of the market price of the products), especially an increase in shipping costs.
10. The billed sales price shall be paid by the Buyer to the bank account of the Seller stated on the invoice. The Buyer is entitled to claim for sales price reduction or compensation when paying the invoice. Payment is to be considered completed if the Buyer issued its request for wire transfer to the Seller's bank account at its financial institution. In case of late payments the Buyer shall not be obligated to pay to the Seller the lawful default interest rate and the lawful average fee of debt collection determined by the applicable law.
11. The Buyer shall inspect the products within 15 days after coming into their possession. The Buyer is obligated to inform the Seller about defects, mistaken shipments, qualitative and quantitative anomalies within 15 days of inspection.
12. Should the Buyer issue complains, the Buyer is obligated to guarantee access to the products of complaint for the Seller in order to inspect them. The complaint may be deemed confirmed if the sample returned to the Seller is deemed defective by the Buyer. In case of complaints the Seller is obligated to exchange the products or reimburse the sales price to the Buyer within 15 days from the complaint.
13. Delivery dates are only binding if the date has been expressly and in written form confirmed by the Buyer. The Parties agree that they regard as fundamental breach of contract should the Seller incur 14 calendar days of delay in shipment.
14. The Parties agree that should some court find a certain provision of the present general terms and provisions invalid, that finding shall not influence the validity and effect of the other provisions not found invalid.
15. The Parties agree that Hungarian law shall apply to their legal relationship, with the thereto differing provisions of the present general terms and conditions. The Parties agree that the declarations of Hungary to the Convention on the International Sales of Goods, proclaimed by the 20th ordinance with statutory power of 1987, shall not apply for their present legal relationship.
16. The trade custom of specific countries or the international trade custom shall be deemed accepted only if it has been agreed to by the Parties in a specific written agreement.
17. The Parties agree that for all disputes arising from their present legal relationship Hungary shall have exclusive jurisdiction to settle these disputes, within which the Parties determine the exclusive jurisdiction of the Central Hungarian Regional Branch of the Arbitration Court attached to the Hungarian Chamber of Commerce and Industry. The Arbitration Court has its own rules of procedure. The place of proceedings: Central Hungarian Regional Branch, headquartered at: Headquarters of the Hungarian Chamber of Commerce and Industry 1016 Budapest, Krisztina krt. 99.