

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

General Terms and Conditions

Rotapack Zrt. as Seller

Szeged, May 06, 2016

I. Scope of application

1. The scope of the present general terms and conditions encompasses all offers made and contracts concluded by the Seller in order to sell 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 conditions of the present general terms and conditions. In this case the present general terms and conditions 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 Buyer does not submit their objections to the Seller regarding them within three days after their receipt. If the Buyer argues the present general terms and conditions within the designated deadline, then only the argued conditions shall not be applicable for the legal relationship of the Parties. The Buyer's general terms and conditions shall be applicable only if the Parties endorse them with their signatures.

II. Additional stipulations for specific INCOTERMS parities

3. The Parties agree that when choosing the parity EXW, the place of delivery for the Seller shall be its headquarters at H-6728 Szeged, Dorozsmai út 35 or its branch office at 3580 Tiszaújváros, TVK Ipartelep.
4. The Parties agree that when choosing the parity CIP, the place for the passing of risk shall be the place of delivery to the agent for shipping or representative of the Buyer, furthermore the Buyer shall be obligated to pay for all expenses incurred by the Seller related to unloading of the goods at the named place of destination.
5. The Parties agree that when choosing the parity DAP, the Buyer is obligated to pay for all expenses incurred by the Seller relating to the unloading of products at the named place of destination.

III. Communications

6. 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.

IV. Sales price payment

7. 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. The net weight shall be determined –in case of spooled products – at all times together with the spool providing physical shipping ability to the product, around which the foil product has been wrapped. The Parties agree that a difference of 10% more or less than the quantity determined in

the contract is acceptable. The Seller is entitled to ship the product in several installments.

8. The Seller maintains their property rights on the products until their sales price have been paid in full. The Buyer gives their permission for to the Seller in order to register the fact of selling the products to the Buyer with their maintaining of ownership rights into a competent official registrar of debt securities.
9. Should doubts arise regarding the Seller's ability or willingness to pay 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 Seller 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.
10. The Buyer is obligated to pay all expenses above the sales price connected to the products that arise through no fault to the Seller after the conclusion of the contract (excluding the changes of the market price of the products), especially an increase in shipping costs.
11. The billed sales price shall be paid by the Buyer in full to the bank account of the Seller stated on the invoice. The Buyer may only claim for sales price reduction or compensation in other lawful proceedings. Payment is only considered completed if the amount billed shall be credited on the Seller's bank account. All banking expenses – except for the expenses of the Seller's bank – shall be paid for by the Buyer. In case of late payments the Buyer shall pay to the Seller the lawful default interest rate and the lawful average fee of debt collection determined by the applicable law.

V. Shipment inspection and nonconformity verification procedure

12. The Buyer shall inspect the products for nonconformity without delay at the time of delivery. The Buyer is obligated to inform the Seller about defects, mistaken shipments, qualitative and quantitative anomalies within 8 days after the date of delivery. After the above deadline, the claim of the Buyer for warranty for nonconformity of the goods shall expire. The notice of nonconformity shall be sent to the Seller in writing. The Buyer is always obligated to inform the Seller before beginning processing of the products.
13. The notice of nonconformity shall be sent to the Seller along with a sample of the defective goods at the Buyer's expense.
14. Should the Buyer issue complains, the Buyer is obligated to provide 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 Seller. In case of confirmed complaints the Seller is entitled to exchange the products or give credit to the Buyer regarding future shipments.
15. The Seller shall notify the Buyer within 14 workdays after having received the notice about the status of the complaint verification process.
16. During the course of the complaint verification procedure the Buyer must provide the Seller with any and all information that the Buyer deems necessary for examining the complaint and providing access to the goods at the Buyer's premises for the Seller's representatives.
17. The return of the batch of defective goods by the Buyer to the Seller shall be made only with the prior written consent of the Seller.

18. The Parties agree that goods which have been processed may not be subject to claim of nonconformity. The Parties also agree that goods which have been deprived from the marking of which it can be determined that the goods are Seller's goods may not be subject to claim of nonconformity.

VI. Limitation of liability

19. The Seller shall not be held liable or held responsible for any claims for warranty or guarantee regarding the products that are the object of the sales contract.
20. The liability for damages of the Seller towards the Buyer for any damages resulting from the sale of defective goods shall be limited to the respective sales price of the defective goods.
21. Regarding complaints or breach of contract the Parties agree that the maximum total amount of damages and other financial claims may amount to at most the sales price of the products. The Seller shall not be held liable or held responsible for any indirect or consequential damages.

VII. Shipment due dates

22. Delivery dates are only binding if the date has been expressly and in written form confirmed by the Seller. The Buyer states that the Seller is entitled to 14 calendar days of delay in shipment and that Buyer shall not issue their claims regarding delays within this deadline.

VIII. Miscellaneous conditions

23. The Parties agree that should some court find a certain condition of the present general terms and conditions invalid, that finding shall not influence the validity and effect of the other conditions not found invalid.
24. The Parties agree that Hungarian law shall apply to their legal relationship, with the thereto differing conditions 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.
25. 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.
26. 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.