MASPED LOGISTICS LTD.

GENERAL TERMS AND CONDITIONS

Effective from: February 20, 2024

I. GENERAL PROVISIONS

Scope of this Document

1.1. This document (hereinafter referred to as **"General Terms and Conditions"** or "GTC") contains the general terms and conditions applied by Masped Logisztika Logistics and Customs Agency Limited Liability Company (registered office: 1211 Budapest, Szikratávíró út 17-21.; company registration number: 01-09-866456; hereinafter referred to as "Service Provider") for:

a) Contracts concluded or to be concluded by the Service Provider as agent/service provider/forwarder concerning the following services:
   - I. Logistics services,
   - II. Warehousing,
   - III. Customs clearance,
   - IV. International and domestic freight forwarding,
   - V. Specialized logistics services,
   - VI. Real estate leasing.

b) Offers provided by the Service Provider concerning the conclusion of the aforementioned contracts, with the understanding that the GTC, unless otherwise agreed, forms an inseparable part of these contracts or offers.

1.2. For the avoidance of doubt, the provisions of the GTC shall also apply to the legal relationship between the parties if the contract between the parties is established through oral agreement or implied conduct (particularly, but not exclusively, when the service recipient uses the Service Provider's services, whether with or without the Service Provider's consent, such as parking on the Service Provider's premises with or without permission).

General Terms Deviating Significantly from Legislation

1.3. According to Section 6:78(2) of the Hungarian Civil Code, the other party must be specifically informed of any general terms that significantly deviate from the law or customary contractual practice. The Service Provider believes that such terms are contained in the following sections of the GTC: sections 7.1(c), 7.2, the second sentence of section 10.6, section 11.3, the second sentence of section 12.1, section 13.2, and section 16.7.

2. Interpretation Rules

2.1. In the GTC:

I. The terms "Parties" or "Party" refer to the Service Provider and the Client, including their legal successors.

II. The term "Affiliated Company" refers to any person or entity that is majority-owned by another person or entity ("First Person"), or that owns a majority of the First Person, or is under common majority ownership with the First Person.

III. The term "Client" refers to the other party entering into a contract with the Service Provider, regardless of whether the contract is established in writing, orally, or by implied conduct, and regardless of whether the other party is referred to as "Client," "Principal," "Customer," or any other term.

IV. The term "Contract" refers to any contract concluded or to be concluded by the Service Provider for the services listed in section 1.1(a) of the GTC, including all its annexes, appendices, modifications, and supplements, or the offer provided by the Service Provider in relation to such contracts, which forms an inseparable part of the contract.

V. The term "Service" refers to any service provided or to be provided by the Service Provider under the Contract.

VI. The term "Service Suspension" refers to the concept defined in section 4.4 of the GTC.

VII. The term "Service Limitation" refers to the concept defined in section 4.4 of the GTC.

2.2. Unless the context requires otherwise, references in the Contract (including the GTC) to any contract or other document (or any provision thereof) shall be construed as referring to the current version of such contract or document, as amended, supplemented, or otherwise modified from time to time.

2.3. When determining the content applicable to a specific contract type, the general provisions in Chapter I of the GTC, as well as the provisions in Chapters II and III of the GTC related to the specific contract type, should be considered.

3. Relationship Between the GTC and Other Contractual Provisions

3.1. If any provision of the GTC conflicts with other contractual terms, the latter will prevail and become part of the Contract. (In accordance with Section 6:80 of the Hungarian Civil Code).

3.2. If an offer referring to the GTC is accepted by the other Party under its own general terms and conditions, and those general terms do not conflict with each other, both Parties' general terms and conditions become part of the Contract. If the general terms differ in non-essential matters, the Contract is deemed to be concluded, and the non-conflicting general terms and conditions of both Parties become part of the Contract. If the general terms of the Parties conflict on essential matters, the Contract is not concluded. (In accordance with Section 6:81 of the Hungarian Civil Code).

3.3. If, at the start of providing the Service, there is no valid Contract between the Client and the Service Provider, the Client is deemed to have automatically accepted the Service Provider's GTC until a Contract is signed by both Parties.

4. Detailed Written Contract

4.1. If the Client accepts the Service Provider's offer, the Parties shall immediately, but no later than 30 (thirty) days after acceptance, conclude a detailed written contract to fully regulate matters related to the Service.

4.2. The Service Provider is entitled to commence providing the Service based on its offer even before a detailed written contract is concluded if the Parties agree to this. In such cases, the Service Provider may charge the Client for the service fees and other costs specified in the offer.

4.3. If the detailed written contract is not concluded within 30 (thirty) days from the agreed start date of the Service or within 60 (sixty) days from the acceptance of the Service Provider's offer, the Service Provider is entitled to:

a) Limit the Service provision until the detailed written contract is concluded ("Service Limitation"),

b) Suspend the Service provision until the detailed written contract is concluded ("Service Suspension"),

c) Terminate the Contract with immediate effect.

4.4 Service Limitation and Service Suspension

4.4.1. In the case of Service Limitation, the Service Provider may temporarily cease providing the Service, or part of it, as determined at its discretion during the limitation period.

4.4.2. In the case of Service Suspension, the Service Provider may temporarily cease providing the Service, except for storage services, during the suspension period.

4.4.3. During the period of Service Limitation or Suspension, the Service Provider is not obligated to follow the Client's instructions concerning the limited or suspended part of the Service, nor is it required to ensure the preservation of the Client's goods.

4.4.4. During the period of Service Limitation or Suspension, the Client is still obligated to pay the full amount of all fees related to storage, handling, and any preservation measures (if performed at the discretion of the Service Provider) as outlined in the Contract.

4.5. If the Service Provider exercises its rights under section 4.3, the Client shall not be entitled to claim any damages or penalties against the Service Provider.

5. Operating Hours

5.1. The Service Provider’s warehouses and office are available to the Client on working days between 8:00 AM and 4:00 PM (normal working hours).

5.2. If the Client requires services from the Service Provider outside normal working hours, the Client must notify the Service Provider at least three working days in advance. The Service Provider may decide freely whether to fulfill such requests, depending on available capacity. If the Service Provider is unable to meet the request due to lack of capacity, the Client is not entitled to any damages or penalty claims against the Service Provider.

5.3. Delivery vehicles must arrive at the terminal by 3:00 PM on the day of loading to ensure the timely receipt or release of goods.

6. Client’s Obligations

6.1. The Client must regularly provide the Service Provider and its staff with all necessary and relevant information and documentation needed to perform the Services, particularly regarding the goods, their storage, and their usability.

6.2. The Client must always comply with and ensure that its employees, contractors, and partners comply with applicable workplace safety, health, fire protection regulations, and the relevant site regulations during activities related to the Contract and while on the Service Provider’s premises.

6.3. The Client is solely responsible for complying with consumer protection regulations during the distribution of its goods.

6.4. The Client is responsible for all reporting, data provision, authorization, and other legal obligations related to the procurement, stock management, and sale of goods, including the declaration and payment of taxes and other public charges (such as environmental product fees). The Parties expressly exclude the Service Provider's liability for any consequences arising from the Client's failure to fulfill these obligations. The Service Provider will only assume these obligations if explicitly agreed upon by the Parties, and if the related service fees are paid by the Client.

7. Liability Rules

7.1. The extent of the Service Provider's liability for breach of contract depends on the nature of the Services provided under the Contract, as follows:

a) In the case of forwarding services, the Service Provider is liable as an agent in accordance with the Hungarian Civil Code and the Hungarian General Conditions of Forwarding (MÁSZF).
b) In the case of warehousing-logistics services, the Service Provider is liable as a contractor.
c) In the case of warehousing services, the Service Provider assumes strict liability, but its liability for damages is capped at EUR 1,000 (one thousand euros) per 100 kg of goods.

7.2. The Parties explicitly exclude the Service Provider's liability for goods stored outdoors unless the Service Provider has explicitly assumed responsibility for such goods in writing in the Contract and agreed to a specific and limited liability amount.

8. Pricing Rules and General Tariff

8.1. For block storage (calculated based on square meters), the storage area is considered to be the actual area occupied by pallets, increased by 30%, which includes walkways not usable for storage.

8.2. For light goods calculated based on weight, the Parties agree to consider the weight of 1 cubic meter of goods to be 330 kg.

8.3. The service fees do not include tasks related to the BIREG and EKÁER data reporting systems. These tasks are the responsibility and liability of the Client.

8.4. If the Service Provider provides a Service or the Client uses a Service for which the Parties have not separately agreed on a fee, the General Tariff included as an inseparable appendix to the GTC will apply.

8.5. Modifications to the General Tariff by the Service Provider are subject to the same rules as modifications to the GTC.

8.6. Fees for services not listed in the Contract’s fee annex or the General Tariff, or for services requested under separate agreements, will be charged according to separate agreements or published tariffs or statutory fees.

8.7. The Service Provider is entitled to apply urgency fees if the Client notifies them later than the deadline specified in the Contract. If no specific urgency fee is agreed upon, an additional 200% surcharge will be applied to the relevant service fee.

9. Invoicing Rules

9.1. The Service Provider invoices the fees for the Services provided and the costs to be reimbursed by the Client on a monthly basis, or at other intervals agreed upon by the Parties (hereinafter referred to as the billing period).

9.2. Depending on the nature of the Services or costs, the Service Provider issues the invoice based on a performance certificate approved by the Client or, if no such certificate is required, based on the Contract.

9.3. The following items are invoiced based on a performance certificate:

I. Fees for Services charged based on quantity (e.g., hours worked, number of items, volume, weight, area, etc.).
II. Costs not specified in the Contract or legal regulations and costs not pre-approved by the Client.

9.4. Service fees and cost items not listed in section 9.3 are invoiced without a performance certificate, based on the Contract.

5.5 Issuing Invoices Based on Performance Certificates

9.5.1. The Service Provider prepares a detailed written statement ("Statement") for the Services it has performed during the given billing period and the costs to be reimbursed by the Client within 5 (five) working days following the last day of the billing period. The Statement is sent to the Client either electronically or, if agreed, by post.

9.5.2. The Client must respond within 5 (five) working days of receiving the Statement, either accepting it or disputing it in writing (electronically or, if agreed, by post). The Client may only dispute the Statement in part or in full by providing detailed and itemized objections. If the Client does not respond within this timeframe, the Statement is deemed fully accepted.

9.5.3. The Service Provider is entitled to issue an invoice based on the portion of the Statement that the Client has accepted or is deemed to have accepted once the Client's written response is received, or once the deadline for such a response has passed without comment.

9.5.4. The Service Provider sends the invoice electronically or by post, depending on the agreement between the Parties.

9.5.5. If there is disagreement between the Parties over any item in the Statement, their representatives must hold a consultation immediately. If the consultation does not resolve the dispute within 15 days from the date the Client's objection was delivered to the Service Provider, the Parties are obligated to follow the dispute resolution procedures outlined in the Contract. If the Client disputes an item in the Statement without grounds, the Service Provider may apply the consequences of late payment regarding that item.

9.6 Issuing Invoices Without Performance Certificates

9.6.1. If no performance certificate is required, the Service Provider issues its invoice within 15 days following the last day of the billing period and sends it electronically or, if agreed, by post.

9.7. The Service Provider carries out any necessary currency conversions related to invoicing in compliance with the relevant legal regulations.

10. Payment Obligations

10.1. The Client must pay the Service Provider's invoice within 8 (eight) days of receipt, or within 1 (one) working day if the Client does not possess assets that could serve as collateral for the Service Provider's statutory lien. In exceptional cases, the Service Provider may accept payment in cash at its cashier's office.

10.2. The place of payment is determined by the Service Provider. Payment deadlines are based on the date the amount is credited to the Service Provider's bank account or paid in cash at the Service Provider's cashier's office.

10.3. All payments must be made to the Service Provider or to an entity authorized by the Service Provider to accept such payments.

10.4. Payments made by the Client that are not explicitly earmarked for a specific obligation will first be applied to costs and late fees, second to the Service Provider's claims for damages and penalties, and lastly to the service fees.

10.5. The Service Provider is not required to pay interest on overpayments made by the Client.

10.6. The Client may not withhold payment or reduce amounts owed to the Service Provider in connection with the service fees or other claims under the Contract. Any claims the Client wishes to assert against the Service Provider must be pursued separately. The Client may not offset any of its claims against amounts due for service fees or reimbursable costs.

11. Consequences of Late Payment

11.1. The Service Provider is entitled to issue a payment reminder to the Client, setting an additional deadline of 8 (eight) days, starting from the first day of late payment.

11.2. In the event of late payment, the Client must pay late interest to the Service Provider. The rate of interest is:

I. For amounts owed in Hungarian forints, the base interest rate published by the National Bank of Hungary (NBH) for the relevant calendar semester, increased by 8 (eight) percentage points.
II. For amounts owed in foreign currency, the base interest rate of the central bank of the relevant currency for the first day of the late payment period, increased by 8 (eight) percentage points. If there is no base rate, the money market rate increased by 8 (eight) percentage points applies.

11.3. From the first day of the Client’s payment delay, the Service Provider may apply the Service Limitation or Service Suspension measures described in section 4.4 until the Client settles the outstanding debt. In such cases, the Client is not entitled to claim any damages or penalties from the Service Provider.

11.4. The Service Provider is also entitled to claim a collection fee of EUR 40 (forty euros), or the Hungarian forint equivalent based on the official NBH exchange rate on the first day of late payment, under Act IX of 2016 on collection fees.

11.5 Statutory Lien

11.5.1. If the Client is late in paying fees or costs, the Service Provider has a statutory lien over any of the Client’s assets that have come into the Service Provider's possession as a result of the Contract, to the extent of the overdue amount. The Service Provider may prevent the removal of such assets until its lien is satisfied.

11.5.2. In the absence of contrary evidence, any asset that has come into the Service Provider's possession as a result of the Contract will be deemed the Client's property.

11.5.3. If the Client still owes the Service Provider any payments at the termination of the Contract, the Service Provider is entitled to enforce its lien up to the amount of the Client's debt.

11.5.4. Based on its lien, the Service Provider may:

I. Sell the pledged goods after 3 (three) months have passed since the lien was created and satisfy its claim from the proceeds. The Parties consider this a joint sale.

II. If the sale of the pledged goods is unsuccessful, or the goods appear impossible to sell in a commercially reasonable manner, or if the goods are excluded from the Service, the Service Provider may destroy the goods at the Client's expense after issuing a written warning to the Client.

11.6. In the event of late payment, the Service Provider is entitled to offset any amount it holds on behalf of the Client against the Client's outstanding debts, provided the Client is notified in writing.

11.7. If the Client fails to settle its debt within the additional deadline set in the first payment reminder, the Service Provider may issue a second reminder with another 8 (eight) day deadline.

11.8. If the Client fails to pay its debt within the deadline set in the second reminder, the Service Provider may terminate the Contract with immediate effect by written notice to the Client.

12. Consequences of Other Breaches of Contract

12.1. If the Client breaches any provision of the Contract, the Client must pay a daily penalty for each day the breach continues. If the Contract does not specify a daily penalty, the Client must pay HUF 100,000 (one hundred thousand forints) per day.

12.2. In addition to the penalty, the Client must compensate the Service Provider for any damage, cost, or expense incurred by the Service Provider as a result of the breach, and indemnify the Service Provider from any other liabilities arising from the breach. This includes, but is not limited to, damages caused by the Client's false or misleading statements, late or incomplete performance of its obligations, or breach of legal or contractual duties.

13. Engaging Subcontractors

13.1. The Service Provider is entitled to engage subcontractors to perform the tasks and obligations outlined in the Contract.

13.2. If the Service Provider engages subcontractors, the general terms and conditions applied by the subcontractor shall automatically apply to the Service Provider's commitments to the Client, without requiring any additional legal declarations.

14. Items Excluded from the Services

14.1. Unless otherwise agreed, the Service Provider does not provide services, and the Client may not instruct the Service Provider to provide services, for the following types of items (excluded items):

a. Any item classified as a weapon, explosive, or resembling such, including items for hunting or sporting purposes, under the laws of any country involved in the transportation, shipping, or warehousing.
b. Live ammunition or any item resembling ammunition.
c. Flammable materials, except for alcoholic beverages, perfumes, colognes, and hair sprays.
d. Radioactive materials.
e. Infectious or repugnant substances.
f. Equipment or materials classified as waste by law, for which special regulations apply regarding transport.
g. Compressed gases, except for CO_2 or other non-flammable gas cylinders.
h. Narcotics or items that are classified as or resemble narcotics.
i. Cash or any cash substitutes.
j. Securities, banknotes, or banknote paper.

k. Precious metals, gemstones, semi-precious stones, pearls, jewelry, or diamonds.
l. Objects of art or collectibles.
m. Goods that are particularly sensitive to temperature.
n. Live or dead animals, animal carcasses, remains, body parts, or organs.
o. Human bodies, remains, body parts, or organs.
p. Perishable goods: any item with a limited shelf life that would quickly spoil or degrade without special handling, usually within a few days, as well as any other goods that are prone to damage due to excessive heat or cold.
q. Items or materials prohibited by the laws of any state involved in the transportation or storage.
r. Items or materials that endanger the safety of the transport vehicle or warehouse, the lives, health, or property of persons on board or in the facility.
s. Items unsuitable for transportation or storage due to their weight, size, or other properties.

15. Declarations and Warranties of the Parties

15.1. The Client declares and warrants that it is a properly established and validly existing company registered in an EEA member state and has all the legal rights and authority to sign the Contract and fulfill its obligations under the Contract.

15.2. The Client declares and warrants that the signing and performance of the Contract does not violate or conflict with any provision of its founding documents, any other agreement to which it is a party, or any applicable law, and does not breach any other obligation. Furthermore, the Client warrants that it will continue to comply with these requirements if its founding documents are amended.

15.3. The Client declares and warrants that neither it nor its Affiliated Companies are involved in any litigation or face any actual or expected claims that could jeopardize their ability to meet their obligations under the Contract.

15.4. The Client declares and warrants that it is able to meet all of its payment obligations on time and will continue to do so throughout the duration of the Contract. The Client further warrants that, at the time of signing the Contract, no bankruptcy, liquidation, winding-up, or other insolvency proceedings have been initiated against it or any of its Affiliated Companies. If any such proceedings are initiated during the term of the Contract, the Client must immediately notify the Service Provider. The Client also declares that neither it nor its Affiliated Companies have any outstanding public debts.

15.5. The Client declares and warrants that all of the statements and warranties made in this section are true from the signing of the Contract until its termination.

16. Termination and Expiration of the Contract

16.1. The Contract may be concluded for a fixed or indefinite term, as specified in the Contract.

16.2. A fixed-term Contract cannot be terminated by either Party through ordinary termination. The fixed-term Contract automatically expires on the last day of the specified term without any further declarations from the Parties and, in no case, will it transform into an indefinite-term Contract.

16.3. Either Party may terminate an indefinite-term Contract with 90 (ninety) days' written notice to the other Party, without justification.

16.4. If the Contract is a framework agreement (i.e., if the Contract does not itself create a service obligation for the Service Provider, but such an obligation arises from individual orders placed by the Client under the Contract), and if no orders are in effect between the Parties for a continuous period of 3 (three) months, the Service Provider may terminate the Contract with immediate effect by written notice to the Client.

16.5. The Service Provider's right to terminate the Contract due to the Client's failure to meet its payment obligations is governed by section 11.8. Failure to meet payment obligations is considered a material breach of contract.

16.6. The Service Provider may terminate the Contract with immediate effect by written notice to the Client if:

a) The Client materially breaches any provision of the Contract and does not remedy the breach within 8 (eight) days of receiving a notice from the Service Provider instructing it to do so.

b) Any of the Client's declarations in the Contract prove to be false, and if the resulting harm to the Service Provider is remediable, the Client fails to remedy it within 8 (eight) days of receiving notice from the Service Provider.

c) Insolvency proceedings, liquidation, winding-up, or any other proceeding related to the Client's dissolution or insolvency are initiated.

16.7. If the Contract is terminated due to the Client's material breach, the Client is obligated to pay the Service Provider a one-time contractual penalty of HUF 200,000 (two hundred thousand forints), in addition to any daily penalties stipulated in the Contract.

16.8. Upon termination of the Contract, the Service Provider has no obligation to provide alternative storage or arrangements for the Client's goods.

16.9. Upon termination of the Contract, the Client is required to immediately and properly remove its goods from the Service Provider's premises.

16.10. The Service Provider is entitled to charge storage and handling fees, as specified in the General Tariff, for any goods remaining at its premises after the Contract's termination. The provisions of the GTC shall continue to apply to the storage and handling of such goods after the Contract's termination.

17. Communication and Notices

17.1. Any communication, request, claim, or other legal declaration related to the Contract must be made in writing or confirmed in writing if initially communicated orally. These are considered duly delivered if sent personally, by fax, by registered mail, through a courier service, or by email to the other Party's designated address.

17.2. The Parties must address all Contract-related declarations to the contact person and contact details specified in the Contract or, in the absence of this, to the legal representative of the other Party at the address or official email address of the other Party's registered office.

17.3. The Parties must promptly inform each other in writing of any changes in their contact persons or contact details. Any damages resulting from failure to provide such notice will be borne by the Party that failed to notify.

17.4. Communications are considered delivered at the following times:

I. When delivered personally or by courier, on the day of the acknowledged receipt (including the time).

II. When sent by registered mail, on the date indicated on the receipt of delivery.

III. If sent by registered mail and returned with a notation such as "not sought," "moved," "addressee unknown," or "refused," it will be considered delivered on the fifth day following dispatch.

IV. When sent by fax, on the date indicated on the fax confirmation.

V. When sent by email, when the email is saved on the sender's device and confirmed as sent by the sender's mail server.

18. Confidentiality

18.1. The existence of the Contract, its entire content (including the content of its annexes), and any information, facts, or data disclosed by either Party in connection with the Contract or its performance, as well as any documents provided, shall be treated as business secrets. Both Parties are obliged to handle such information confidentially and may not disclose or publish it to third parties without the prior written consent of the other Party.

18.2. Both Parties may disclose confidential information, data, and facts to their employees, officers, and agents, but only to the extent necessary for the performance of obligations under the Contract or for exercising their rights (including resolving any disputes between the Parties). The Parties are required to ensure that their employees, officers, and agents handle such confidential information with the same degree of confidentiality and do not disclose or publish it to third parties without the prior written consent of the other Party.

18.3. The confidentiality obligation outlined in this section will not be considered violated if confidential information must be disclosed due to applicable legal requirements, court or arbitration rulings, or administrative decisions.

18.4. Neither Party may issue or publish any press release or public announcement regarding the Contract or its subject matter without the prior written consent of the other Party.

19. Force Majeure

19.1. In the event of force majeure, the obligations under the Contract are automatically suspended, and the Parties are exempt from liability for the breach or improper performance of their obligations. Force majeure events include:

I. Natural disasters,
II. Rebellions, wars, or war-like acts, uprisings, sabotage, terrorism,
III. Any other unforeseeable event or situation that is beyond the reasonable control of the Parties and is similar to or different from a natural disaster,
IV. Any interruption in heating or electricity supply lasting longer than 1 (one) hour,
V. Any governmental action or official closure lasting longer than 1 (one) hour, which make it impossible, illegal, or unreasonable for the Service Provider to continue providing the Service or for the Parties to perform their obligations under the Contract.

19.2. The Party affected by a force majeure event must notify the other Party in writing of the occurrence and cessation of the force majeure event.

20. Complaint Handling

20.1. The Client may submit complaints about the conduct of persons acting on behalf of the Service Provider by sending an email to **logisztika@masped.hu**, addressed to the management of the Service Provider.

20.2. The Service Provider's management will investigate the complaints received and take necessary action, if appropriate, and inform the Client of the outcome in writing.

21. Property Protection

21.1. The Service Provider ensures a level of property protection on its premises that meets the relevant professional standards, including unarmed security personnel and a camera system, to protect the Client's property and goods.

21.2. By accepting this GTC, the Client consents to the Service Provider using the installed camera system on its premises, in compliance with applicable data protection regulations, for property protection purposes. The Service Provider may only release these recordings to third parties based on an official legal request.

22. IT System

22.1. The Service Provider uses its own IT system during the provision of Services. The responsibility and cost of integrating the Client's IT system with the Service Provider's IT system rests with the Client.

23. Dispute Resolution

23.1. The Parties agree to seek an amicable resolution to any disputes arising from the performance of the Contract, avoiding litigation if possible. If an amicable resolution cannot be reached, the Parties agree to submit any dispute arising from the Contract, or in connection with its breach, termination, validity, or interpretation, to the exclusive jurisdiction of the Budai Központi Kerületi Bíróság or the Székesfehérvári Törvényszék, depending on the subject matter.

24. Governing Law

24.1. The Contract is governed by Hungarian law. In matters not regulated by the Contract, the provisions of the Hungarian Civil Code (Ptk.), the European General Data Protection Regulation (GDPR), the Convention on the Contract for the International Carriage of Goods by Road (CMR), and other applicable Hungarian and EU legislation, as well as the Hungarian General Conditions of Forwarding (MÁSZF), shall apply.

25. Miscellaneous Provisions

25.1. If any provision of the Contract is found to be null, void, or invalid, the remaining provisions of the Contract shall remain valid. In such cases, the Parties agree to replace the invalid provision with a valid one that best reflects the economic intent of the invalid provision.

25.2. The Service Provider reserves the right to unilaterally amend the GTC. Amendments shall be made available to the Client in the Service Provider’s public areas and on its website at least 30 days prior to their effective date, and they will also be sent to the Client electronically.

25.3. The failure or delay of any Party in exercising its rights under the Contract does not constitute a waiver of such rights, and partial or incomplete exercise of such rights does not preclude any further exercise of those or other rights.

II. LOGISTICS SERVICES AND WAREHOUSING

26. Conditions of the Service

26.1. The Service Provider bases its offer on the documents, data, expectations, and requirements (hereinafter referred to as "request for proposal data") provided by the Client during the request for proposal process.

26.2. If the Service Provider becomes aware that the request for proposal data was incorrect, misleading, or incomplete after the submission of the offer but before the conclusion of the Contract, the Service Provider is entitled to amend or withdraw its offer. In such cases, the Client cannot claim any damages or penalties against the Service Provider.

26.3. If the Service Provider becomes aware of the incorrectness, misleading nature, or incompleteness of the request for proposal data after the conclusion of the Contract, the Service Provider may, at its discretion: i. Continue to provide the Service according to the Contract based on the original request for proposal data, ii. Issue a new or supplementary offer based on the corrected request for proposal data, or iii. If the Client does not accept the new or supplementary offer, terminate the Contract with immediate effect. In such cases, the Client cannot claim any damages or penalties against the Service Provider.

26.4. In the case of dedicated areas and/or staffing for priority projects, if a volume shortfall occurs due to unforeseeable or unplanned events, forcing a halt in the Service Provider's daily operations, the Service Provider is entitled to a standby fee. This fee is calculated based on the lost workforce and working hours.

26.5. If the Client provides prior notice of an operational halt for a project involving dedicated areas and/or staffing, the Service Provider is entitled to a "minimum fee" for the Service, to be agreed upon separately by the Parties. This fee is generally calculated based on the lost time and workforce.

26.6. The agreed-upon service fees shall be renegotiated at the request of either Party if:

- The actual volumes differ from the forecasted volumes by more than 5% annually or for more than three months.
- The volumes measured and invoiced in the current calendar year show a decrease of more than 10% compared to the volumes from the previous year.
- If there is a significant change in the nature of the products (e.g., size, weight, specific handling requirements) that affects the storage or handling process, the Service Provider has the right to renegotiate the fees.

27. Inventory

27.1**.** The Service Provider, with the participation of the Client, shall conduct an inventory of the stored goods on a jointly agreed basis at the frequency specified in the Agreement, on pre-agreed working days during normal working hours. The method of conducting the inventory is determined by the inventory rules attached to the Agreement. In the event that inventory is required outside of normal working hours, the Parties will settle the additional costs according to a separate agreement.

27.2**.** If the available information or events make it justified and unavoidable, either Party is entitled to initiate a joint extraordinary inventory. The costs of the extraordinary inventory will be borne by the Party who initiated it.

27.3**.** The Service Provider shall immediately record any shortages or damages in a report as soon as they become known. If the Service Provider and the Client's representative do not agree on the identified shortage and/or damage, they shall immediately notify the Client in writing.

27.4. Any inventory shortages identified during the inventory process shall be offset by the Parties against any surpluses at the stock value, with a compensation limit of 0 (zero) forint

28. Liability for Damages

28.1. The fees and other conditions for the Services specified in the Agreement are based on the traffic data provided and forecasted by the Client in the Agreement. In the event of a change in these traffic data exceeding +/- 5% or a deviation from the forecasted traffic data by more than +/- 5%, the Service Provider is entitled to a full review and appropriate modification of the service fees.

28.2. Unless otherwise stated in the Agreement, the Service Provider is entitled to review the fees specified in the Agreement once every quarter, no earlier than three months after the Agreement's commencement, and to modify them accordingly, following prior notification to the Client.

28.3. If the index "Monthly gross average earnings of full-time employees in the national economy" (https://www.ksh.hu/stadat_files/mun/hu/mun0150.html) or an equivalent indicator, as officially published by the Hungarian Central Statistical Office (KSH), changes in the previous quarter, the Service Provider is entitled to adjust the service fees by the amount of this change, plus an additional 5%.

28.4. If the consumer price index (https://www.ksh.hu/stadat_files/ara/hu/ara0040.html) or an equivalent indicator, as officially published by the Hungarian Central Statistical Office (KSH), changes in the previous quarter, the Service Provider is entitled to adjust the storage fees by the amount of this change, plus an additional 5%.

28.5. The Service Provider is entitled to proportionally modify the fees specified in the Agreement—following prior notification to the Client—if the HUF-EUR MNB (Hungarian National Bank) reference exchange rate, which was applicable at the time of the offer forming the basis of the Agreement, changes by a sustained +/- 3% for more than one month.

29. Liability and Insurance

29.1. The Parties' separate agreement shall govern the conclusion, terms, and fees of property insurance for the stock managed by the Service Provider. In the absence of such an agreement, the Service Provider will not take out property insurance on the stock managed by it—neither in its own name nor in the name of the Client—and, except in cases of explicit damage caused by the Service Provider, the liability for damages will remain with the Client without limitation.

29.2. If, based on a separate agreement between the Parties, the Service Provider takes out property insurance for the stock it manages, the Client is obligated to regularly, and on the Service Provider's request, provide written and accurate up-to-date data regarding the value of the insured stock. The Client is also required to provide the Service Provider with all data and documents that the insurer may request from the Service Provider to maintain the insurance contract or to settle any potential claims.

29.3. Liability arising from underinsurance—if the underinsurance is due to the Client's declaration—rests with the Client.

29.4. If, based on a separate agreement between the Parties, the Service Provider takes out property insurance for the stock it manages, the Parties shall consider the insurer's final written decision as binding in determining the eligibility of any compensation claims.

29.5. The Service Provider is not responsible for shortages within sealed, unopened package units.

29.6**.** Within the scope of its warehousing activities, the Service Provider assumes liability for damage to shipments that show visible signs of external damage on the product's packaging. The Service Provider's liability is limited to the original, unopened factory-packaged products. It is the Client's responsibility to ensure the secure closure of package units and to use packaging that provides adequate protection for the goods.

29.7. The Client may only assert any penalty claims against the Service Provider if the Parties have explicitly agreed to the penalty in the Agreement, and all conditions for enforcing the penalty—without any broad interpretation—are met.

30. IT System

30.1**.** The Service Provider will take all measures that can reasonably be expected of it, in accordance with relevant professional standards, to ensure the security of the data it handles in connection with the Agreement.

30.2. The Service Provider guarantees that its IT system will be accessible to the Client 98% of the time.

30.3. The Service Provider excludes all liability in the event that the secure handling of data related to the Agreement is compromised due to an external attack on the Service Provider's IT system.

III. Freight Forwarding Agreement

Unless otherwise specified by an individual agreement between the Parties or by the provisions of Chapter I of these General Terms and Conditions (General Provisions), the freight forwarding activities carried out by the Service Provider shall be governed by the provisions of the Hungarian General Freight Forwarding Conditions (MÁSZF).

Annex 1 to the General Terms and Conditions

General Tariff

Description of Goods	Road Transport-Warehouse (Ft/100 kg)	Railcar-Warehouse (Ft/100 kg)	Ship-Warehouse (Ft/100 kg)*
Unit load of any goods			
Up to 500 kg per item	800	800	
501-1000 kg per item	600	600	
1001-2000 kg per item	500	500	500
Goods in bags or boxes			
10-30 kg per item	400	400	
31-51 kg per item	800	800	
52-80 kg per item	1200	1200	

Note: Does not include the fee for road transport between the transport vehicle and the warehouse.

Storage fee per week:
0.03% of the value of 100 kg of goods
Additionally:

Description of Goods	Storage Fee in Warehouse (Ft/100 kg/week)
Unit load of any goods	
Up to 500 kg per item	300
501-1000 kg per item	300
1001-2000 kg per item	300
Goods in bags or boxes	
10-30 kg per item	300
31-51 kg per item	500
52-80 kg per item	700

Weight calculation:
1 m³ = 330 kg