

General Contractual Terms and Conditions (GTC)

THESE GENERAL CONTRACTUAL TERMS AND CONDITIONS (GTC) SHALL ONLY GOVERN AND BE APPLICABLE TO CONTRACTUAL RELATIONS FOR WHICH BIGPRINT HUNGARY Ltd. AS A CONTRACTOR WILL ASSUME AN OBLIGATION TO PROVIDE PRINTING TRADE SERVICES AND/OR TO MANUFACTURE PRINTED PRODUCTS AND TO POST PRINTED PRODUCTS.

1. Contractor

1.1 BIGPRINT HUNGARY Ltd. (Reg. center: 1113 Budapest, 60 Av. Hamzsabégy), Trade Reg. No.: Cg.01-09-958769, Taxation code: 11787332-43.

2. Customer

2.1 A natural or legal entity assigning the Contractor to manufacture a printed product and/or to post a printed product. The Contractor and the Customer may hereinafter be mentioned jointly as Parties.

3. Preamble

3.1 As construed in these GTC, the Customer will place orders in writing (in person, by fax or email) to the Contractor for the subject of order, that is, on printed matters to be produced and on other related or independent works and services: for each order, the Customer shall formulate technical specifications concerning the printed matters ordered and other related works and services in a separately worded, order-specific document, that is, in an individual order.

Hereinafter, the printing trade services to be ordered/performed and the production and posting of printed products will be referred to as "Work" in a unified manner.

3.2 Each order-specific document defined above, that is, individual orders shall form an integral annex to these GTC.

4. Quotation

4.1 The Contractor shall send a detailed quotation to the Customer in writing (in person, by fax or email) within 24 hours after an inquiry from the Customer.

5. Placing an order

5.1 Should the quotation sent out be accepted, the Customer will place an order in writing to the Contractor (in person, by fax or email). In his written order, the Customer shall refer to a File No. indicated in the Contractor's quotation, and to add a Reference No. to his order which the Contractor shall indicate on each document issued further on for the Customer.

6. Order confirmation

- 6.1 The Contractor shall send to the Customer, within a period of 3 working days upon receipt of an order, an order confirmation that will contain the quantity of printed matter, data concerning the execution of printed matter, operations required by the technology, the delivery date, necessary post-works, the price of product, and other costs incurred, as well as shall attach these GTC. No order shall be valid unless confirmed by the Contractor. Simultaneously with the confirmation of the order, a supply contract (“Contract”) shall enter into effect by and between the Parties.
- 6.2 By the confirmation of the order, these GCS shall become part of the Contract of the Parties.
- 6.3 **By taking the confirmation of the order over, the Customer acknowledges that it has become familiar with these GCS, has explicitly accepted the conditions herein, and acknowledges them as mandatory for itself.**
- 6.4 In case the Parties intend to deviate from these GTC, they may do so in a separate agreement, in lack of such agreement, the provisions of the GTC shall be applicable.

7. Content of an order - Technical specifications

- 7.1 The Customer shall provide the Contractor with every information required for the performance of the order. So, it is of special importance to deliver the name and other features of digital graphic file, and the exact location where the graphic file is stored (folder/drive/data storage unit/server).
- 7.2 It is mandatory to fix clearly and precisely, for the visual-communication printed matter, the description of work, the quantity ordered (pc(s), sheet, copy, page size, etc.) and the surface / size of work, and to fix properties of input material carrying the print (exact sort/ type, weight, thickness thereof) and any other specifications relevant to printed matters ordered which the Customer feels necessary to supply so that the printed matter is produced in such a way and quality as expected.
- 7.3 The Customer shall specify, for each work, the details of post-work / binding (ring application, sealing, edge reinforcement, sewing, lamination, lacquering, backing, application, cutting to size, posting, packaging, etc). It is of importance to handle with high priority the following: the production / delivery time, place of delivery and the name of party arranging the shipping concerning the printed matter ordered.
- 7.4 The Contractor shall presume as default that the Customer is aware of expected printing trade properties of the printed matter ordered and of the printing technology procedures used to produce it. Within the framework of information relevant to the order and being necessary to be delivered to the Contractor make sure that the printing technology execution method is clearly defined (outdoor/indoor quality expected from the ordered visual-communication printed matter and the printing technology applied) for the content of which the Customer shall, if necessary for him, demand complete information.
- 7.5 For any damage (especially but not limited to damage due to subsequent complaints on improper quality, quantity, size, posting, etc.) arising from a failure to demand required printing technology information, the Customer shall be responsible.

8. Performance

- 8.1 The Contractor shall use a graphic documentation delivered to him by the Customer or accepted by the Customer for the work.
The Customer shall deliver, along with the order, to the Contractor a graphic matter required for producing the visual-communication printed matter. The graphic matter will be delivered in the form of digital data / graphic file, with colour pattern / proof / chromaline, etc. attached thereto. The Customer shall perform preparation of graphic matter or shall have it performed in accordance with a BIGPRINT document titled Prepress guide to Preparing Graphic Files.
- 8.2 If the Customer cannot provide necessary graphic matter at the same time when the order is placed, he shall deliver it to the Contractor by the deadline indicated in the order. Failure to do so will result in an automatic cancellation of the order, for which the Contractor shall not be held liable. It is necessary to provide a time interval of 24 hours as a minimum between the date at which the production of Work is commenced and the final deadline for the delivery of the graphic matter.
- 8.3 The Contractor shall not repeatedly start performing an order that has failed due to a delayed supply of graphic matter until a new deadline for performance mutually accepted by the Customer and the Contractor and indicated in the order has been accepted.
- 8.4 The Contractor shall be responsible for judging whether or not the digital graphic data delivered to the Contractor for the production of printed matter ordered by the Customer and any other graphic matter supplied by the Customer is eligible for printing/reproduction and processing. Should the graphic matter be not eligible, the Contractor shall have the right to refuse the order placed by the Customer.
- 8.5 Should the Contractor be unable to fulfill the order for any reason, he shall advise the Customer of this fact in writing (in person, by fax or email) not later than the end of the working day following the receipt of the order.
- 8.6 In case the digital graphic material provided by the Customer is not adequate and the Customer intends to have the repair thereof done by the Contractor, the costs emerging in connection with this shall also burden the Customer. The Contractor shall not be obliged to confirm the order as long as the Parties agree in the costs of the repair of the digital materials.
- 8.7 The Contractor shall have the right, during the performance of an order, to subcontract and/or to use auxiliary staff for performance and to perform mediated services.
- 8.8 The place of quality and quantity acceptance shall be the registered center / premises of Customer indicated in the individual order, if the Contractor performs delivery by using his own or rented transportation means, against a transport fee. In other case, it will be the notification address indicated by the Contractor: 1113 Budapest, 60 Av. Hamzsabégyi.
- 8.9 Should the Customer fail to accept the goods within 5 working days after it has been reported to be ready by the Contractor, the Contractor shall have the right to invoice the purchase price according to a storage declaration. The storage fee incurred (which varies between 2,000-10,000/day + VAT depending on the size of goods ordered) shall be borne by the Customer, and such costs will be invoiced without any prior notification. **The Customer explicitly declares that it accepts those set forth in this subsection, of which the Contractor has specifically informed it and which shall, thus, become part of the Contract.**

- 8.10 Unless otherwise specified in relevant standard, the printed matter quality complies with the Contract if the defective quantity does not exceed 2.5% at a random checkup.
- 8.11 By accepting a printed matter, the Customer shall recognize that the printed matter has a quality complying with the Contract, and that he is aware of technical properties of the printed matter ordered.
- 8.12 Should a printed matter have a hidden defect at the date of performance which the Customer could not recognize at the acceptance thereof, he shall notify the Contractor of his complaint within the possibly shortest period allowed by the circumstances but within 8 days after the performance as a maximum, and the Contractor shall repair or repeatedly produce the defective printed matter within 3 days.

9. Posting

- 9.1 The Customer will also have the right to place an order with the Contractor for posting the printed matters. If the Customer places an order for posting, the Customer shall define all data concerning posting for each type of product, such as the number and size of products to be posted, the target area and period for posting; all data listed shall be supplied to the Contractor in writing (in person, by fax or email). The Contractor shall declare within 3 working days upon receipt of the order whether or not he undertakes to perform posting and on the conditions under which he can perform it with respect to the conditions required by the Customer. Should the products be posted by the Contractor, the issuance of a performance certificate and an invoice for the posting service will be performed after the posting of printed matters has been certified (visual inspection, protocol or photo) and after contracts for the posting platforms have been presented.
- 9.2 The Contractor shall be entitled to refuse an order for posting.
- 9.3 If it is the Customer that will perform the posting or will have it performed, the Customer shall be exclusively liable for any damage due to an unworkmanlike or illegal posting.
- 9.4 Simultaneously with taking these GTC over, the Customer represents that it has received the information on the workmanlike posting of the ordered products.
- 9.5 For printed matters delivered to the Customer in appropriate quality - if the printed matters lose their commercial or visual-communication value due to an improper posting that Customer has performed or have it performed - the Contractor shall assume no liability for any damage arising therefrom to the Customer.
- 9.6 In the case where the Contractor refuses an order for posting or he only would be able to fulfil it under different conditions not acceptable to the Customer, and for this reason the Customer places an order for posting to a third party, that is, it is not the Contractor that will perform the posting, so all liabilities of the Contractor for improper posting and a visual-communication value loss of the printed matter, and for any damage arising therefrom to the Customer shall be excluded.
- 9.7 Any damage arising from posting or from a delay thereof for which neither Contracting party is responsible - in particularly, in case of a vis major event, an event occurring beyond the control of the Contracting parties - shall be borne by the Customer.

- 9.8 In the case of posting, the Customer shall be responsible for a prior checking of the location for posting the ordered visual-communication printed matter and for checking whether it is eligible in accordance with relevant legislation being effective. The Contractor shall not guarantee that the surface for posting is eligible for use as intended. The Contractor shall not be liable for the behavior of any third party in connection with the posting platform, and for any damage to it arising from a reason not attributable to him.
- 9.9 The Contractor shall not be liable for any damage or loss of profit occurring not in the ordered product emerging at the Customer in relation to the defective performance.

10. Customer`s rights to instruct

- 10.1 During the performance of an order, the Contractor shall act as instructed by the Customer. For any damage arising from any improper instruction issued by the Customer, the Contractor shall not be liable.
- 10.2 The Contractor shall immediately notify the Customer of any circumstance that jeopardizes or impedes performance of an order efficiently or by deadline. For any loss arising from a failure to perform such notification, the Contractor shall be responsible.
- 10.3 Should the Customer supply a graphic matter not eligible for manufacture or issue an impracticable or unworkmanlike instruction, the Contractor shall warn him thereto. Should the Customer insist on such instruction despite having been warned thereto by the Contractor, or he fails to supply proper graphic matter, or he demands that the original graphic matter is used for production, the Contractor shall have the right to cancel the Contract. The Contractor shall not be burdened with liability for any damage emerging at the Customer or any third party occurring to the cancellation.
- 10.4 Should the Customer insist on the manufacture of a printed matter according to an improper graphic matter originally supplied by him or to an improper instruction issued by him, the Contractor will perform performance of the order at the risk of the Customer and shall not assume any kind of guarantee, as well as he Customer shall be liable for all damage occurring due to the improper instruction.

11. Liability

The Parties agree that they exclude all liability of the Contractor for any and all profit lost, loss in savings, any damage raising from the decrease of goodwill and business reputation of the Customer emerging at the Customer or any third party in connection with the products of the Contractor even in case if the Contractor was aware of the possibility that such damage may occur.

12. Copyright

- 12.1 The copyright for any matter delivered to the Contractor shall belong to the Customer.
- 12.2 The Contractor shall not be liable for any copyright, property right or personality right claim filed by a third party in connection with the printed matter produced.

13. Payment

- 13.1 For the performance of the order, a Contract Fee shall be due to the Contractor. The sum of that fee is the amount indicated in the individual order. The Contract Fee will include costs arising for the Contractor in connection the performance of the order. The Contractor shall be entitled to the remuneration of any other costs possibly arising in connection with the performance of the order, in addition to the Contract fee.
- 13.2 Upon performance of the order, the Contractor shall have the right to issue an invoice for the Contract fee on the basis of a performance certificate, acceptance receipt or waybill. and to submit it to the Customer. The Contractor shall have the right, even in lack of a performance certificate, to issue an invoice for the Contract fee to the Customer in the case where the printed matter ordered has been delivered in the quantity and quality as ordered and by the deadline as fixed in the order.
- 13.3 The Customer shall pay the amount shown in the invoice issued by the Contractor by transfer to the bank account of the Contractor, not later than the payment term shown in the invoice.
- 13.4 In case of delay with payment exceeding 30 days, the Contractor upholds its right to suspend further performance of its contractual obligations as long as the debt is settled. The Contractor shall have no damages liability towards the Customer occurring due to suspension of the performance.
- 13.5 Should the Customer be on delay with payment, he shall pay a default interest to the Contractor in an amount as fixed in Ptk. (Civil Code of Hungary), as well as the Customer shall pay HUF 15.000 (i.e fifteen-thousand forint) collection lump sum cost, which is due from the date of falling into delay.
- 13.6 The Customer shall not be entitled to enforce its occurrent guarantee rights as per Section 14 as long as it pays the entrepreneurship fee, the default interests as specified in Subsection 13.5 and the collection lump sum cost towards the Contractor.
- 13.7 The Customer shall accept issuance of electronic invoice by the Contractor.

14. Guarantee conditions

- 14.1 The Contractor shall only assume colour fading durability guarantee for the printed matters produced: general colour durability conditions for main standard types posted outdoors are as follows:
 - PVC banner: 36 months
 - mesh: 36 months
 - self-adhesives: 24 months
 - paper: 6 monthsAny color durability conditions longer than given above are only possible in every case if having precise additional information thereon.
- 14.2 The Customer is aware of the fact that slight differences in colour may occur due to a difference in printing technologies and graphic formats. If the Customer supplies a colour pattern to the Contractor - proof, chromaline, Pantone code - a colour being as close to the colour pattern as possible shall be selected according to the different input materials, graphic profiles. In lack of a colour pattern, the Contractor shall not assume any kind of guarantee for colour compliance, and the production / printing of printed matter will be performed according to the default settings of printing machines.

- 14.3 In case of an improper performance, the Contractor shall only perform a repeated manufacture of the defective printed matter or repair it as possible. The Contractor shall not be obliged to make any pecuniary compensation or refund.

15. Termination

The Contractor shall be entitled to terminate the Contract with immediate effect – without being burdened with any damages liability – in case a) the Customer does not satisfy any of its obligations under these GTC or other agreement between the Parties, or violates any of the rights of the Contractor, b) in case liquidation, execution, forced deletion, winding up or bankruptcy procedure, or any other procedure is initiated against the Customer that aims at the establishment of its insolvency. In case of termination with immediate effect, all payment obligations of the Customer shall become immediately due and claimable.

16. Final provisions

- 16.1 In the case where this Contract bonds the validity of a declaration made by either Contracting party to a written form, email message shall also be considered as a written declaration. The scope of a written declaration will enter into force upon receipt thereof by the other Contracting party.
- 16.2 Vis major is any event that is beyond the control of the Contracting parties (such as natural disaster, fire case, explosion, walkout, etc) and affects performance of the Contract. For the Contract, in particular, any trouble arising from telecommunication network problem is to be considered as a Vis Major event. Should a Vis Major event occur, the Contracting parties shall immediately notify each other in writing. In such notification, they shall give the exact reason of Vis Major event, and its expected affect on the performance of the Contract. In the case where a Vis Major event would cause a delay of more than 1 (one) week with the performance of the Contract, the Contracting parties shall fix, through negotiations, required amendments to the Contract. Should such talks fail to lead to a result within 1 (one) week, either Contracting party shall have the right to cancel the Contract. Should the Contracting parties cancel the Contract due to a Vis Major event, each Contracting party itself shall bear his possible losses and costs arising from the termination of the order.
- 16.3 The Contractor shall reserve the right to amend these GTC.
- 16.4 For any issue not regulated in this Contract, relevant provisions and rules set forth in Ptk. (Civil Code of Hungary) shall be governing. Contracting parties hereby declare that during the performance of the Contract they will cooperate, supply necessary information to each other, and prefer settlement in an amicable way for any eventual dispute. The Parties stipulate the competence of the Buda Central District Court for the event of their occurrent legal dispute.

The Customer shall acknowledge terms and conditions set out in these General Terms and Conditions of Contract (GTC) and accept it by placing an order.

The Customer explicitly represent that the Contractor specifically informed it of Subsections 8.9, 9.4, 9.9, 11, 13.4, 13.6 and 15, and the Customer accepts the conditions set forth in these Subsections.