

BIGPRINT HUNGARY Kft. – General Contractual Terms of Entrepreneurship

General Contractual Terms (hereinafter: “GCT”)

THESE GCT SHALL EXCLUSIVELY BE GOVERNING AND APPLICABLE FOR THOSE CONTRACTUAL RELATIONSHIPS IN WHICH BIGPRINT HUNGARY KFT., AS ENTREPRENEUR, UNDERTAKES THE OBLIGATION TO PERFORM PRINTING INDUSTRY SERVICES, AS WELL AS INSTALLING PRINTING INDUSTRY PRODUCTS.

1. Entrepreneur

1.1. BIGPRINT HUNGARY Kft., (seat: 1095 Budapest, Hídépítő u. 8-10. Company registration number: Cg.01-09-958769, Tax number: 11787332-2-43, e-mail address: bigprinthungary@bigprint.eu, Fax: +36 1 464 0809 managing director: Gergely, József Árpád); as entrepreneur (hereinafter: “Entrepreneur”)

2. Principal

2.1. The natural person or legal entity commissioning the Entrepreneur to manufacture printing products and/or installing printing industry product as principal (hereinafter: “Principal”)
Entrepreneur and Principal may also be mentioned jointly as parties (hereinafter: “Parties”).

3. Recitals

3.1. Principal shall hand Entrepreneur over (in person, via fax or via e-mail) ad hoc order of the scope of the order, i.e. the printing products to be manufactured, as well as other related or independent tasks and services in an order-specific document also containing technical specification (hereinafter: “Order”).

3.2. These GCT form inseparable attachments to the Orders.

4. Price Offer

4.1. Entrepreneur undertakes that it shall send Principal in writing (in person, via fax or via e-mail) its detailed entrepreneurial price offer within 2 working days reckoned from taking over the price request of the Principal (hereinafter: “Price Offer”).

4.2. The price offer shall be considered fixed only within the period of validity.

5. Submission of Order

5.1. In the event of accepting the Price Offer, Principal shall send the Entrepreneur a written Order (in person, via fax or via e-mail). In his Order, the Principal shall be obliged to refer to the *filing number* indicated in the Price Offer, as well as to furnish his Order with his *own reference number*, which Entrepreneur shall be obliged to indicate on all further documents issued for the Principal.

6. Confirmation of Order

6.1. Within 3 working days reckoned from the receipt of the Order, the Entrepreneur shall send the Principal a confirmation, which includes the quantity of the printing product, the data related to the implementation of the printing product, the operations necessary based on the technology, the delivery date, the necessary post-productions, the price of the product, other emerging costs.

6.2. The Order shall be valid only if it is confirmed by the Entrepreneur. Entrepreneur shall accept the Order only if it contains the expression “I accept the price offer” or equivalent therewith. The Order shall be valid even if it does not contain the data of the Principal or if it has not been submitted by the person entitled to represent the Principal as per the company register. By confirming the Order, a unique contract shall enter into by and between the Parties, namely on the terms set forth in the Price Offer.

- 6.3. The Entrepreneur accepts the Order on behalf of the Principal from the person entitled to represent the Principal or the person who can be regarded as such under the Civil Code. Pursuant to Section 6:18 (2) of the Civil Code, however, Entrepreneur shall regard as representative also the person of whom, based on his actions and conduct, it can be groundedly assumed that he is entitled to make legal declarations on behalf of the represented person. In case the confirmation of accepting the Price Offer (Order) arrives from the e-mail address/fax number where the Entrepreneur has sent the Price Offer, we shall consider the unique entrepreneurship contract as concluded and effective in each case.
- 6.4. By submitting the Order to the Entrepreneur, Principal acknowledges that it has become familiar with the content of the GCT, has explicitly accepted and acknowledged as mandatory on himself the provisions set forth therein.
- 6.5. In case Parties intend to deviate from the GCT, they may do so in a separate written agreement, in lack of such, the provisions of the GCT shall be applicable.
7. **Content of Order – Technical Specification**
- 7.1. The Principal shall be obliged to provide Entrepreneur with all information necessary to perform the Order. Thus, it is especially important that the name of the digital graphic file and its other characteristics, as well as the exact location of storing the graphic file (folder/drive/media/server) are given.
- 7.2. In relation to the ordered visual-communicational printing products, the Principal shall register exactly and unequivocally the name of the work, the ordered quantity (piece, sheet, copy, page size, etc.), and the surface / size of the work, furthermore Principal shall register the characteristics of the print media material (exact kind / type, weight, thickness, etc.) and all other criteria related to the ordered printing product that the Principal considers necessary for the production of the printing product in the expected manner and quality.
- 7.3. The Principal shall specify by works the details of the post-production / bindery (ringing, welding, wind reinforcement, sewing, laminating, varnishing, mounting, application, cutting, installation, packaging, etc.). It is important that the *preparation / delivery deadline, delivery place* of the ordered printing product and *nomination of party organizing the delivery* is handled with high priority.
- 7.4. The Entrepreneur assumes as default that the Principal is aware of the expectable printing industry features of the printing product ordered by him and the printing technology procedures applied to produce it. In the Order, the mode of printing technology implementation shall be unequivocally specified (the outdoors / indoors quality expected from the ordered visual-communicational printing product and the applied printing technology), of the content of which the Principal shall demand the full information if it is necessary for the Principal.
- 7.5. All damage originating from omitting those set forth in Point 7.4. shall be borne by the Principal.
- 7.6. In the event that the Customer in accordance with 7.1. and 7.2. falls into delay with its obligation to transfer the information according to point, the number of days affected by each delay extends the deadline for completion undertaken by the Contractor.
8. **Performance**
- 8.1. Entrepreneur shall work from the graphic documentation handed over by the Principal or accepted by the Principal (hereinafter: “Graphic documentation”).
- 8.2. Principal shall hand the Entrepreneur over the Graphic documentation necessary for making the visual-communication printing product together with the Order. Handing the Graphic documentation over shall take place in the format of digital data / graphic file, as well as by attaching colour sample / proof / chromaline, etc.;

preparing the Graphic documentation shall be made / shall have made by the Principal in accordance with the BIGPRINT document titled Prepress Útmutató a grafikai fájlok előkészítéséhez. If the Principal cannot provide the necessary Graphic documentation simultaneously with the Order, he shall hand it over to the Entrepreneur until the elapse of the deadline specified in the Order the latest; exceeding the specified deadline shall automatically result in the frustration of performing the Order, for which no liability of any kind shall burden the Entrepreneur. Minimum 24 hours of time interval is necessary to be ensured between the start time of manufacturing the work and the final deadline of submitting the Graphic documentation.

- 8.3.** The Entrepreneur shall commence the repeated performance of the Order frustrated due to the Graphic document submitted in delay only after accepting a new performance deadline agreed mutually by the Principal and the Entrepreneur and indicated in the Order.
- 8.4.** Determining the suitability for printing / reproduction and/or processing of the digital Graphic documentation, as well as all other graphic materials handed over by the Principal to Entrepreneur for preparing the printing product ordered by the Principal shall be the task of the Entrepreneur. In the event of the unsuitability of the Graphic documentation, the Entrepreneur shall be entitled to refuse the Order of the Principal.
- 8.5.** In case Entrepreneur is unable to satisfy the Order for any reason, it shall be obliged to communicate this fact towards the Principal in writing (in person, via fax, via e-mail) within two working days reckoned from the receipt of the Order.
- 8.6.** In case the digital graphic materials handed over by the Principal are not adequate and Principal intends to have them corrected by the Entrepreneur, the costs emerging in connection with this shall also be borne by the Principal. Entrepreneur shall not be obliged to confirm the Order unless the costs of correcting the digital materials is agreed by the Parties in writing.
- 8.7.** During the performance of the Order, the Entrepreneur shall be entitled to avail subcontractors and/or performance accessories, furthermore may provide intermediary service.
- 8.8.** The place of quantity and quality takeover shall be the seat – business location of the Principal specified in the Order if delivery is organized by the Entrepreneur with its own or leased means of transport for shipping fee, otherwise it shall be the seat of the Entrepreneur: 1095 Budapest, Hídépítő u. 8-10.
- 8.9.** In case the Principal does not take the goods over within 5 working days reckoned from reporting the completion by the Entrepreneur, the Entrepreneur shall be entitled to invoice the entire purchase price and all occurred storage (depending on the size of the ordered goods, HUF 2,000-10,000/day + VAT) and other costs towards the Principal. Principal explicitly declares that he accepts those specified in this subpoint, he has been separately informed of it by Entrepreneur and it becomes inseparable part of the Entrepreneurship contract.
- 8.10.** In lack of different provision of the standard, the quality of the printing product is contractual if, upon random sampling examination, the defective quantity is not more than 2.5%.
- 8.11.** By taking the printing product over, the Principal acknowledges that the printing product possesses the quality specified in the contract, furthermore that he is aware of the technical characteristics of the ordered printing product.
- 8.12.** In case the printing product possesses such hidden defect upon completion that the Principal could not identified upon takeover, he shall be obliged to communicate his claim within the shortest time allowed by the circumstances but within maximum 8 days following the completion towards the Entrepreneur in writing (handed over in person, via fax, via e-mail). The Entrepreneur shall be entitled to check the quality

claim communicated by the Principal, therefore, in case the Principal files quality claim, he shall be obliged to preserve the printing product in the status in which he has taken it over on the place of performance and to store it in an adequate place. Moreover, Principal shall be obliged to provide the Entrepreneur with the printing product and ensure instant access to the storage place. Based on accepted quality claim, the Entrepreneur shall be obliged to repair or re-manufacture the defective printing product within 3 days.

9. Installation

- 9.1.** Principal shall be entitled to submit an order for installing printing products (hereinafter: "Ordering installation") as well towards the Entrepreneur. In the event of Ordering installation, Principal shall be obliged to specify the data related to the installation by product types – the number, size of the products to be installed, the location and period of the installation; handing the listed data over to the Entrepreneur shall take place in writing (in person, via fax, via e-mail). The Entrepreneur shall declare on undertaking the performance of the installation, furthermore, on what conditions can it performed compared to those requested by the Principal within 3 working days reckoned from Ordering installation. In case installing the products is performed by the Entrepreneur, issuing the acknowledgement of performance related to the installation service and the invoice shall take place after certifying the installation of the printing products (visual inspection, minutes or photo), as well as following the presentation of the contracts related to the installation surfaces.
- 9.2.** The Entrepreneur may refuse the order related to the installation.
- 9.3.** In case the Principal performs / has the installation performed, the Principal shall be exclusively liable for the damage emerging in connection with the unprofessional and/or unauthorized installation.
- 9.4.** Simultaneously with taking these GCT over, Principal declares that he has received the information in connection with the professional installation of the ordered printing products.
- 9.5.** In the event of printing products handed over to Principal in adequate quality, if the printing products lose their commercial, visual-communicational value as a result of the defective installation performed / having performed by the Principal, the Entrepreneur shall not undertake any liability for the damage originating therefrom.
- 9.6.** In case the Entrepreneur refuses the commissioning related to the installation or could perform it under other conditions that are not adequate for the Principal and, for this reason, the Principal commission a third party with the installation, i.e. the installation is not performed by the Entrepreneur, establishing the liability of the Entrepreneur is excluded in connection with the defective installation and the commercial, as well as visual-communicational devaluation of the printing products and related to the damage emerging therefrom at the Principal.
- 9.7.** Damage emerging in relation with the installation, or the delay thereof for which neither Party is responsible – especially in the event of occurring force majeure, event out of the sphere of interest of the Parties – shall be borne by the Principal.
- 9.8.** In the event of installation, it is the liability of Principal to inspect the place of installation of the ordered visual-communicational printing industry product , to evaluate the suitability thereof as per the effective legal regulations, Entrepreneur shall not warrant the suitability for the proper usage of the surface purposed for the installation. Entrepreneur shall not be liable for the conduct of third persons in connection with the surface purposed for the installation, as well as shall not be liable for damage occurring therein – for causes beyond it.

- 9.9. Entrepreneur shall not be liable for damage or profit lost occurred not in the ordered printing industry product that occurred at the Principal in relation with the defective performance.
- 10. Instruction Rights of Principal**
- 10.1. During the implementation of the Order, the Entrepreneur shall be obliged to act in accordance with the instructions of the Principal. The Entrepreneur shall not undertake liability for the damage originating from the instructions of the Principal.
- 10.2. The Entrepreneur shall be obliged to promptly inform the Principal of all circumstances that jeopardize or hinder any efficiency or timely completion of the Order. The Entrepreneur shall be liable for the damage originating from omitting the information.
- 10.3. If the Principal gives Graphic documentation unsuitable for manufacturing or inexpedient or unprofessional instruction, the Entrepreneur shall be obliged to warn him. If, however, the Principal upholds his instruction despite the warning or does not provide suitable Graphic documentation, or demands the manufacturing based on the original Graphic documentation, the Entrepreneur may withdraw from the contract. The Entrepreneur shall not be burdened with liability for damage emerging at the Principal or third party originating from the withdrawal regulated in this point.
- 10.4. If the Principal still insists on preparing the printing product based on the originally provided, unsuitable Graphic documentation and/or according to the inaccurate instruction, the Entrepreneur shall implement the Order at the risk of the Principal, and it shall not undertake and kind of liability, the Principal shall be liable for all kind of damage originating from the inaccurate instruction.
- 11. Representations, Liability**
- 11.1. Principal shall be obliged to declare in writing simultaneously with his Order concerning the existence of the condition stipulated in subsections of Section 3 (9) f) of Act LXXXV of 2011 on the environmental protection product charge. All damage originating from omitting this (especially but not exclusively the payment of the product charge) shall be borne by the Principal.
- 11.2. Entrepreneur represents that, pursuant to Section 3 (3) of Act XXII of 2014 on advertisement tax, it is not burdened with tax payment obligation on the basis of publishing advertisement in the tax year.
- 11.3. Parties stipulate that the colleagues of Entrepreneur registering Orders and engaged in performing thereof become familiar exclusively with the content of the Orders in the legal relationship between the Entrepreneur and the Principal. This way, they are not aware and cannot even know the activity of the Principal, as well other circumstances otherwise related to the Orders. Entrepreneur does not foresee any other circumstance occurring at the Principal than the performance and installation of the ordered printing industry service, thus, it cannot be held liable therefor in any manner.
- 11.4. Otherwise, Parties agree to exclude the liability of the Entrepreneur for any damaging originating from all profit lost, loss in savings, decrease of reputation of Principal that emerged in connection with the products of the Entrepreneur at the Principal or third person, even if the Entrepreneur would occurrently be aware of the possibility of the occurrence of such damage.
- 12. Copyrights**
- 12.1. The copyrights to the materials handed over to Entrepreneur entitle the Principal. Entrepreneur shall not undertake liability for any copyright, property right or inherent right claim raised by third person in connection with the manufactured printing product. Principal shall be fully liable for that the Graphic documentation

handed over is free from all copyright claim, as well as that it does not violate the inherent rights of third person in any way. Principal shall discharge liabilities towards the Entrepreneur in case third persons would raise claims originating from violation of copyright and/or inherent rights in connection with the Graphic documentation against Entrepreneur.

13. Remuneration

- 13.1.** Entrepreneur shall be entitled to entrepreneurship fee for the performance of the Order (hereinafter: "Entrepreneurship fee"), the amount of which is the amount specified in the Price Offer. The Entrepreneurship fee includes the cost of the Entrepreneur emerging in connection with the performance of the Order. In excess of the Entrepreneurship fee, Entrepreneur shall be entitled to the reimbursement of its other costs occurrently emerged in connection with performance of the Order.
- 13.2.** Following the performance of the Order, Entrepreneur shall be entitled to issue and submit to the Principal the invoice of the Entrepreneurship fee based on acknowledgement of performance, proof of receipt or delivery note. Entrepreneur shall be entitled to issue the invoice of the Entrepreneurship fee even in lack of acknowledgement of performance towards Principal in case the ordered printing product has been handed over in the ordered quality, quantity and by the deadline specified in the Order.
- 13.3.** Principal shall be obliged to settle the amount indicated in the invoice of the Entrepreneur via bank transfer onto the bank account of the Entrepreneur until the elapse of the deadline indicated in the invoice.
- 13.4.** In the event of delay exceeding 30 days, Entrepreneur reserves the right to suspend the performance of its existing contractual obligations towards Principal as long as the outstanding amount is settled. Entrepreneur shall not have any compensation liability originating from the suspension of the performance.
- 13.5.** In the event of delayed financial performance of Principal, Entrepreneur shall be entitled to charge and enforce the interest established based on the currently effective Section 6:155 (1) of Act V of 2013 on the Civil Code (hereinafter: Civil Code), as well as the flat-rate recovery cost equivalent with forty euros pursuant to Section 3 (1) of Act IX of 2016 on the flat-rate recovery cost against Principal, which shall be due from the day falling into default.
- 13.6.** In the event of delayed payment, Principal shall not be entitled to enforce his occurrent warranty rights as per Point 14. unless he has not paid towards the Entrepreneur the Entrepreneurship fee, its default interest in the extent specified in Point 13.5., as well as the flat-rate recovery cost.
- 13.7.** Principal accepts that Entrepreneur issues electronic invoice.
- 13.8.** The Customer accepts and acknowledges that the Contractor retains ownership of the goods until full payment of the issued invoice and any additional costs according to point 8.9.

14. Guarantee Terms

- 14.1.** Entrepreneur undertakes exclusively colour durability guarantee for the manufactured printing products; the general colour durability terms for the main basic types installed outdoors are the following:
 - PVC billboard: 36 months
 - Advertisement mesh: 36 months
 - Self-adhesive foil: 24 months
 - Paper: 6 monthsLonger colour durability guarantee terms than this may take place in the possession of exact supplementary information in each case.
- 14.2.** Principal is aware of the fact that slight differences in colour may occur due to the differences of printing technologies and graphic formats. In case the Principal provides the Entrepreneur with colour sample - proof, chromalin, Pantone code -,

the possible closest colour to the colour sample will be selected based on the various raw materials, graphic profiles. In lack of colour sample, the Entrepreneur does not undertake any colour accuracy guarantee and the preparation / printing of the printing products takes place according to the default settings of the printing machines.

14.3. In the event of the defective performance of the Entrepreneur, it undertakes only and exclusively the re-manufacturing or, if possible, repairing the defective printing product; Entrepreneur is not obliged to any other monetary compensation or reimbursement.

15. Termination

15.1. Entrepreneur shall be entitled – without being burdened with any kind of compensation liability – to rescind the Entrepreneurship contract with immediate effect in case a) Principal does not satisfy any of his obligations originating from these GCT, as well as other agreement by and between the Parties, or violates any right of the Entrepreneur; b) liquidation, execution, involuntary cancellation, winding off, bankruptcy or other procedure aimed at establishing insolvency is initiated against Principal. In the event of immediate effect rescission, all payment liability of the Principal shall immediately become due and expired.

16. Closing Provisions

16.1. In cases where these GCT bind the validity of the declaration of the Parties to written format, e-mail, as well as postal consignment and written document handed over in person shall be regarded as written declaration. Entrepreneur accepts the declarations sent to its availabilities indicated in Pint 1. of the GCT. The effect of the written declaration shall enter into upon delivery. In case the postal consignment has been posted regularly, it shall be considered as communicated, delivered to the other party on the 5th working days reckoned from the posting even if the consignment could not be delivered de facto or the other party has not gained knowledge thereof.

16.2. Force majeure is all such event that is beyond the control of the activities of the Parties (e.g. natural disaster, fire, explosion, strike, etc.) and affects the performance of the contract. For the purposes of the contract, in particular, malfunctions due to a failure of the telecommunications network shall be considered as Major Force. In case of occurrence of force majeure, the Parties shall immediately notify each other in writing. In such notification, the exact cause of the force majeure and the probable effect of the performance of the contract shall be stated. Should the Force majeure delay the implementation of the contract by more than 1 (one) week, the Parties shall negotiate the necessary modifications to the contract. If these negotiations are not successful within 1 (one) week, either Party shall have the right to withdraw from the contract. If the Parties withdraw from the contract due to force majeure, each Party itself shall bear the damage and costs that it may incur in connection with the cessation of the contract.

16.3. Entrepreneur reserves the right to amend the GCT.

16.4. In matters not regulated in these GCT, the relevant rules of the Civil Code shall prevail. The Contracting parties represent that they shall cooperate with each other during the performance of the contract, provide each other the necessary information, prefer the amicable solution in occurrent disputed matters. For the occurrent legal dispute, Parties stipulate the jurisdiction of Buda Central District Court.

The Principal acknowledges the provisions of these General Contractual Terms (GCT) and, by submitting the Order, simultaneously accepts them.

Principal explicitly declares that Entrepreneur has separately informed him of Points 8.9., 9.4., 9.9., 11.3, 11.4, 12.1, 13.4., 13.6., 13.8. and 15. of the GCT, and Principal regards the conditions set forth in these points as mandatory on himself.