

General Business Terms

The present **General Business Terms** shall be valid and effective until withdrawn and amended by and between FertiCAD Trading and Services Ltd. (registered office: H-1118 Budapest Késmárki u. 6., Company reg. number: Cg.: 01-09-565124, Court of Registration: Budapest Metropolitan Court as Court of Registration) (hereinafter: Supplier) and all Customers, who purchase products from or use the services of the Supplier, and in respect of such products or services no individual contract containing provisions different from the provisions of the **General Business Terms** has been concluded.

1. Subjective, Temporal and Territorial Scope

Subjective scope: The provisions of the present **General Business Terms** shall apply to the business organizations defined in Section 685, Paragraph c) of the [Hungarian] Civil Code, and to all private individuals who established customer legal relationship with the Supplier (hereinafter: Customer).

Temporal effect: the **General Business Terms** shall be in force for an indefinite term, until amended.

Territorial effect: the **General Business Terms** shall cover the territory of the European Union.

2. Contents of Documents, Reservation of Copyright

The Supplier reserves the copyright of documents delivered to the Customer. The partial or full possession of such documents is lawful only with the Supplier's express consent, and this shall also apply to the information disclosed on the Supplier's website. It is prohibited to reveal the individual contracts entered into by and between the Customer and the Supplier, as well as the data contents of price lists, offers and product information issued to third parties, or provide access thereto without the Supplier's express written consent.

The Supplier shall handle all information made available by the Customer as business secret and/or personal data. However, on a case-to-case basis, the Supplier may use the data necessary for establishing another legal relationship, as reference, after having informed the Customer.

All documents prepared by the Supplier (e.g. price list, offer) shall have a certain period of validity, and upon the expiry of validity, the document concerned shall cease to have effect in the absence of any separate indication or measure. The Supplier is unable to guarantee the conditions set forth in documents of expired validity.

3. Offers and Prices

The Supplier shall prepare free offers for inquirers, as prospective customers.

The Supplier shall disclose the terms and conditions indicated in the offer at all times in accordance with the terms and conditions provided by the manufacturer. The Supplier shall not assume responsibility for the manufacturer's wrong notices, if any.

The prices given in the offers shall be valid under the terms listed therein, several benefits may not be simultaneously combined.

The prices shall follow the fluctuation of the current mean foreign exchange rate quoted by the National Bank of Hungary in all cases, and therefore in the case of offers or price lists of longer effect, differences can be noticed, from time to time, in prices actually applied. Offers in respect of a given legal relationship shall come into force after having been accepted on behalf of the Customer, provided that such offers are accepted within the period of validity.

Prices given in offers and price lists are always exclusive of value added tax. The Supplier shall charge the VAT rate valid in accordance with the Schedule to the VAT Act in force, which shall be provided separately, in a breakdown by products in the offer.

Owing to the different business-year periods of manufacturers, the Supplier reserves the right to change prices during the year. In case price changes are necessary, the Supplier shall inform the Customers concerned in writing.

4. Order, Costs of Delivery

Products can be ordered by accepting the offer, or ordering the product selected from the price list in force from time to time, in writing. The Supplier shall also accept orders by phone, fax or electronically (e-mail).

The Supplier shall confirm all orders in writing. Any remarks relating to an order, withdrawal of the order or supplement to the order shall be accepted within three (3) business days from receipt of the order. In case no reply is received to the confirmation, it shall be considered accepted, and the order shall be fulfilled under the terms and conditions indicated therein.

As all Customers are important for the Supplier, no minimum order value is fixed. Owing to the extraordinary increase in energy and fuel prices, transport costs shall be undertaken in accordance with the following rules:

All transports costs of orders above the net value of HUF 100,000, i.e. one hundred thousand Hungarian forints shall be covered by the Supplier. In the case of individual orders below the above value, the portion of the transport cost above five percent (5%), projected to the value of the product, shall be passed to the Customer. The Supplier reserves the right to partial performance and pre-performance.

5. Deadline for Delivery, Bearing of Risk

The deadlines for delivery indicated in the offers and price lists are of informative nature. The actual deadline for delivery can be fixed on the date of placing the order, and therefore the current time of performance is contained in the confirmation of the order.

The Supplier shall undertake mandatory deadlines for delivery that can be sanctioned by penalty only within the frames of supply contracts.

The risk shall devolve upon the Customer simultaneously with the confirmed delivery of the supplied product irrespective of the change/maintenance of ownership.

6. Method of Payment, Reservation of Ownership

The consideration for the products ordered shall be settled via pre-payment in the case of new Customers, and within 14 (fourteen) days following delivery in the case of partners purchasing regularly, via transfer. Payment by instalments can be effected in the case of orders of high value, on the basis of an individual agreement.

The Supplier shall reserve ownership of the products forwarded to the Customer until the full payment of the consideration increased by the amount of VAT by the Customer.

In the case of belated payment, the Supplier shall charge the default interest set forth in Section 6:48 § of the [Hungarian] Civil Code.

Further supply of goods can be suspended in the cases of customers who pay belatedly until they settle their debts, and new orders can only be accepted in the case of payment in cash.

7. Guarantee and Warranty

The Supplier shall provide guarantee for the products supplied by it on the basis of and in accordance with the conditions defined by manufacturers. The guarantee period shall be at least 1 (one) year, and the initial date shall be the date when the Customer receives the product.

Any deficiencies and defects of the products supplied, in case they can be recognized during delivery and receipt, shall be reported to the Supplier in writing no later than within 7 (seven) days reckoned from the receipt of the goods. Any hidden defects shall be reported to the Supplier in writing within five (5) days of detection, but no later than within three (3) months from receipt of the goods.

The complaint shall be forwarded to the Supplier's registered office in a registered letter. The Supplier shall be entitled to manage any belated and well-substantiated complaint at its own discretion, proceeding on the basis of business policy considerations, if any.

In the case of a well-substantiated complaint, the Supplier shall repair the products at its discretion or in the manufacturer's judgement, or if a product is not repairable, or a complaint is filed within three days, the product shall be replaced, provided that the defect indicated can be provably attributed to a circumstance preceding the transfer of risk, in particular to a manufacturing or transport defect, material defect or defective processing.

Warranty shall not apply to defects, which do not have any impact or have only insignificant impact on use in accordance with the designated purpose, or which originate from use not in accordance with the instructions of use, the designated purpose, storage, or are otherwise attributable to the Customer.

In case the Supplier fails to meet a warranty claim, or performance takes a non-desirably long time, the Customer may withdraw from the order at its discretion, simultaneously waiving its further claim for damages, or may request reduction of the purchase price.

Products considered to be defective must be returned by the Customer to the Supplier in accordance with the Supplier's appropriate instructions.

Warranty for any damage caused by defects is excluded, but the Supplier may be obliged thereto, in case wilful damage or gross negligence can be attributed to him. In such cases liability shall be assumed up to property damage; other pecuniary or non-pecuniary indemnification is not possible.

The Supplier's liability is restricted. The Supplier shall pay compensation to the damaged party for any damage arisen either at the Customer or at a third party in connection with the business relationship regulated by the present **General Business Terms**, caused by any reason attributable to the Supplier under the [Hungarian] Civil Code (including any indirect or successive damage or lost profit) up to the amount actually paid in connection with the legal relationship indicated in the given contract. The Customer and/or any third party, as damaged party, may enforce any damage claim against the Supplier no later than the period of time reckoned from the occurrence of the damage and fixed in the present **General Business Terms**. The limitation of damages shall not extend to the damage cases, which exclude the liability of the Hungarian legal rules in force from time to time.

The Customer shall accept the liability restricting stipulations laid down in the foregoing with regard to the nature of the services constituting the subject of the present **General Business Terms** and the rate of fees enforced by the Supplier, and acknowledges simultaneously, with the signature of the order, that the rates enforced by the Supplier in return for the services were established to an extent, fully satisfying the requirement set forth in the [Hungarian] Civil Code, applicable to the provision of benefits in proportion to the restriction of liability.

8. Disputed Issues and Competence

The provisions of the Civil Code shall apply to the issues not included (or not included to the appropriate depth) in the present **General Business Terms**. The parties shall make every effort in good faith to solve any misunderstandings arising in connection with the validity and contents of the legal relationship established on the basis of the **General Business Terms** through direct negotiations.

Should their effort fail within thirty (30) days from the date of arising of the dispute, the parties undertake to cooperate in attempting to solve their legal dispute through mediation, and to choose a mediator from among the members of the Professional College of the Budapest Attorneys at Law Mediators, who have been entered in the Register of Mediators by the Ministry of Justice. The parties undertake not to apply for legal remedy to any other forum as long as the solution of the legal dispute through mediation is possible.

In case the legal dispute related to the contract cannot be solved in a way acceptable for both parties even through mediation, the parties stipulate the exclusive competence of the Central District Court of Pest or the Budapest Metropolitan Court, subject to the value of the lawsuit, to decide any legal dispute arising from the contract. The substantive and procedural law of the Republic of Hungary shall apply to the settlement of legal disputes.

In case any part of the present **General Business Terms** or a contract concluded on the basis thereof is invalid or non-executable owing to the provisions of law or any other legal rule, the invalidity or non-executability of that portion shall not affect the other elements of the legal relationship concerned, and all non-affected parts shall remain in force. The cases when the contract constituting the subject matter cannot be performed, or proved lapse of interest occurs in respect of either party hereto, as a consequence of the invalidated or non-executable part, shall be deemed exceptions.

The parties hereto shall make every effort to replace any invalid or non-executable part with such valid and executable part which secures achievement of the goals to the highest possible extent despite the invalid or non-executable provisions.

Any deviation from the present **General Business Terms**, supplementing it, or applying a contrary agreement may only occur on the basis of an individual contract drawn up in writing and signed by both parties, in the case of a common and mutual agreement, exclusively with effect to the given legal relationship.

The present **General Business Terms** shall be regarded as an integral part of the given individual contract. In case an issue is regulated differently in the **General Business Terms** and the individual contract, the provisions of the individual contract shall be governing.

By signing the individual contract, or in the absence of a contract drawn up in writing, by signing the order, the present **General Business Terms** shall qualify known and expressly accepted by the Customer.

Any reference to a law, legal rule, order, provision, regulation or other similar provision in the present **General Business Terms** and the individual contract concluded on the basis thereof, shall be construed, at all times, as reference to the effective version (amended or replaced version of a later law, legal rule, order, provision, regulation, or other similar provision) of the given law, legal rule, order, provision, regulation or other similar provision.

Budapest, 19th of March, 2021

Mrs Henriette Csertánné Gndt
Managing Director