

# GENERAL TERMS AND CONDITIONS OF DELIVERY (GTC)

For sales, services and delivery of goods by Vinyl Kereskedelmi és Szolgáltató Kft

Effective from 15 January 2022.

1.1. These General Terms and Conditions of Delivery (GTC) are an inseparable part of contracts concluded between Vinyl Kft. (3524 Miskolc, Adler Károly utca 19, site 1097. Budapest, Illatos út 19-23) - hereinafter referred to as the Seller - and the Buyer or consignee of the goods - hereinafter referred to as the Buyer, and are valid for all sales, services and deliveries by Vinyl Kft (hereinafter referred to as delivery) even if a separate contract is not concluded. If such a contract is made, which contains a provision other than this GTC, the provision of the contract shall apply to the relevant clauses.

1.2. During the period of delivery Buyer is obliged to notify the Seller immediately of any change in the company's data (change of company name, tax number or registered office, bankruptcy or liquidation proceedings, transformation, etc.). In the case of sales within the European Union, the Buyer must have a valid tax number. In the event of non-compliance with the above points, the Seller is entitled to devolve his damage. In the event of bankruptcy or liquidation proceedings against the Buyer, the Seller shall have the right to terminate the delivery immediately.

2.1. All offers of the Seller are non-binding, unless the offer validity is explicitly stated in it. Seller reserves the right to change offers, reject Buyer's order or reduce the quantity of product to be delivered without any further liability or other consequences. A legal relationship is established between the parties by concluding a written contract or confirming an order, including delivery related to an immediate sales order (implied acceptance).

2.2. Invoices are issued at the prices stated in the contract or in the order confirmation.

2.3. If, for any reason, the delivered quantity differs from that specified in the order confirmation, the Buyer is obliged to pay the purchase price of the quantity actually delivered and received.

3.1. Containers shall be handled in accordance with the Containers Management Regulations, which form an integral part of the transactions, unless otherwise provided in a separate contract.

3.2. The costs arising from the unloading of the goods at the delivery address and the demurrage charge resulting from the delayed unloading shall be borne by the Buyer, unless it is credibly proved that this was done on the basis of the written instructions of the Seller.

In the case of transport in a railway tank, the Buyer is obliged to carry out the unloading within 48 hours of receipt and to ensure that it is returned in accordance with the instructions provided by the Seller. In case of late return, the Buyer is obliged to pay a fee of 35 EUR / day / tank + VAT.

In case of road transport, the Buyer is obliged to start unloading immediately. In case of unloading exceeding 4 hours, the Buyer is obliged to pay a demurrage of EUR 400 + VAT for each day started.

4.1. The Seller sells certain goods only if certain legal conditions are met. For example, but not limited to, hazardous products are sold by Seller only to the holder of a valid permit required by the relevant legislation and issued by the competent authority.

In the case of internationally controlled products, such as, but not limited to, drugs, explosives, or chemical weapons precursors, Buyer is required to comply with the law and to comply with its registration, notification, reporting, and other obligations under the applicable regulations.

By issuing the order, the buyer declares that the transaction is not subject to an embargo on arms or other substances pursuant to a common position and joint action of the Council of the EU or a decision of the Organization for Security and Cooperation in Europe or a binding decision of the United Nations Security Council.

4.2. The parties shall interpret the contract and the terms of delivery in accordance with the INCOTERMS 2010 standards.

The risk of damage is transferred from the Seller to the Buyer as specified in the Contract or in the order confirmation, but no later than the handover of the goods.

Seller is not responsible for consequential damages and lost profits. In all cases, the Seller's liability is limited to the value of the goods.

4.3. The Seller shall fill the Buyer's own containers only if there is a declaration of cleanliness and validity in accordance with ADR.

4.4. The Buyer acknowledges that in the case of certain goods, both the goods and the emptied but not decontaminated containers are subject to ADR. In case of a transport vehicle that does not meet the conditions prescribed by law (ADR), the Seller is obliged to refuse to release the goods without reimbursing the Buyer's costs.

4.5. Simultaneously with the first delivery of the goods, and in the event of a change in the data sheet, the Seller shall hand over the "Safety Data Sheet" document. By receiving it, the customer or his agent certifies that he is aware of the relevant rules and regulations and has the personal and material conditions required for use.

5.1. The Buyer is obliged to make the payment specified in the Contract or in the order confirmation to the bank account indicated on the Seller's invoice by the due date. The buyer is obliged to fulfil his payment obligation even if he submits a qualitative or quantitative complaint in connection with the performance. If the credit limit is exceeded or any invoice is not paid on due time, the payment method will automatically switch to prepayment.

5.2. Seller retains the title of ownership of Products until the Buyer provides credible proof that he has fulfilled his obligation to pay.

If the Buyer uses the products subject to retention of title without the prior written approval of the Seller, the Seller shall be entitled to a proportionate share of the newly created goods in proportion to the sale price until the purchase price of the product is settled.

5.3. In the event of late payment, an interest payment obligation arises. The rate of default interest for invoices issued in HUF is the default interest according to the effective provision of the Hungarian Civil Code and its duration is the number of calendar days between the due date of the relevant invoice and the date of crediting the amount on the bank account of Vinyl Kft.

For invoices issued in EUR or USD, the default interest rate is 1% per month for each month started. Furthermore, the Seller is entitled to charge 40 € per invoice for all invoices not paid on time, in HUF, EURO and USD.

The default interest invoice is due within 8 calendar days from its date.

6.1 The Buyer may lodge a quantity complaint upon receipt of the goods, upon simultaneous notification of the Seller. The shortage must be recorded on the delivery note or in a report in the presence of the carrier and must be certified by the carrier's signature.

6.2 The Seller accepts quality claims only if the goods are in their original packaging provided by the Seller. When the loading is to the Buyer's container (tanker), the Seller guarantees the quality at the loading mouth. If the goods are delivered by the Seller in a tanker, quality claims can be submitted before the tanker is unloaded.

In the event of a quality complaint, the Buyer shall notify the Seller of this fact immediately. He may submit his complaint to the Seller within 15 calendar days of receipt of the goods, certified by an independent surveyor company accepted by the Seller. Failure to comply with this time limit and failure to submit the said documents shall mean that the Buyer forfeits the right to submit such complaint.

6.3 In the event of a complaint regarding quantity or quality, the Buyer shall keep the goods separate, suspend their use and ensure their preservation until the complaint has been settled.

7.1 The Buyer, including its employees, officers, partners and subcontractors involved in the performance of the Contract, shall keep strictly confidential all facts, data and information relating to the Seller, to the contract or deliveries between the Seller and the Parties (including its existence) which it has obtained in the course of entering into or performing the Contract. He shall further ensure that the confidential information referred to above shall not be disclosed or communicated to third parties without the Seller's prior written consent, unless he is required to do so by law or by a decision of a public

authority or a court. Even in this case, however, such confidential information may only be disclosed to the extent that the party concerned is legally obliged to do so.

8.1 Either party is entitled to terminate the contract in writing with immediate effect if its obligations are terminated by force majeure (e.g. elemental disaster, earthquake, fire, flood, strike, war, act of terrorism, industrial or natural disaster, action taken by the authorities, epidemic restrictions, quarantine or other events beyond the control of the Parties) and it would be impossible to restore or maintain the contractual situation without a disproportionate effort. The Party concerned shall be obliged to attach to the termination an official certificate from the competent territorial Chamber of Commerce and to cooperate actively in the remedying of the damage.

8.2. The Seller shall be entitled to withdraw from the contract or from the delivery or to initiate a modification of the terms and conditions if, as a result of circumstances coming to his knowledge after the conclusion of the contract or after the order has been confirmed, the performance of the deliveries under unchanged conditions would be detrimental to his substantial legal or economic interest. If the modified conditions cannot be agreed with the Buyer within 10 days, the Seller shall be discharged from its obligation to perform.

8.3 Contracts and deliveries shall be governed by the provisions of Hungarian law. The parties agree to settle any disputes that may arise by means of out-of-court negotiations and to take legal action only if this is unsuccessful or after the expiry of the time limits prescribed by law. In the event of a dispute, the Parties shall submit the dispute to the jurisdiction of the Miskolc District Court or the Miskolc General Court, depending on the value of the dispute.

8.4 By signing a contract or by issuing an order or by taking over the goods, the Buyer acknowledges and accepts the provisions of these GTC without a separate signature