

## **GENERAL DELIVERY TERMS AND CONDITIONS (GDTC)**

### **1. The purpose and subject matter of the GDTC**

These GDTC are issued by Marosport Kft. (seat: 1037. Budapest, Csillaghegyi út 15-17.; company registration number: 0109162987; tax ID: 10676387-241) in their capacity as a wholesale Supplier. The objective is to ensure that the terms and conditions of continuous cooperation and commercial transactions between and among Marosport Kft and their Customers are documented in a uniform structure. The subject matter of these GDTC concerns each and every transaction that was concluded by and between the parties under these GDTC, irrespective of the fact whether the parties specifically discussed these GDTC upon the closing of individual transactions.

### **2. Prices**

- 2.1. Prices are always determined in the price lists of the Supplier. The price lists of the Supplier are only valid together with the Supplier's terms and conditions and covenants stipulated in the specific price lists.

### **3. Orders and confirmations**

- 3.1. Orders placed by the Customer during product demonstrations (that are organised by the Supplier generally 4-10 months before the forthcoming season) will be regarded by the parties as pre-orders. Seasons mean periods from 1 January to 30 September (Spring/Summer season) and from 1 July to 31 March (Fall/Winter season). Once placed, pre-orders are irrevocable and are regarded as mandatory orders.
- 3.2. In case of pre-orders the delivery deadline is determined on the written order, by specifying a definite period.
- 3.3. Once confirmed by the Supplier, the pre-orders of the Customer will become binding on the Supplier. Supplier shall send written order confirmation to Customer after Customer's order is entered into Supplier's system. Supplier reserves the right to unilaterally modify the relevant part of the placed and confirmed order, by informing the Customer in writing at the same time if any modification of the order becomes necessary due to production planning reasons. Supplier shall have this right upto (2) months before the beginning of the period indicated as the Delivery Period. Until the actual fulfilment of the order, the Supplier reserves the right to amend prices due to changes in exchange rates. The Supplier will inform the Customer about the parameters of exchange rate monitoring in the price lists published during the pre-order period.
- 3.4. Regarding any possible amendments, the Customer has the right to raise objections within 15 days following confirmation by the Supplier. Otherwise, the parties will regard the confirmation as accepted.
- 3.5. The Customer hereby acknowledges that in case a maximum of 15% of the confirmed order for a specific brand is not delivered by the Supplier, this cannot be regarded as the breach of their agreement.
- 3.6. Orders placed by the Customer outside the pre-order period will be regarded by the parties as mid-season orders. The Parties agree to determine the deadlines for the confirmation and the delivery of mid-season orders on a case-by-case basis. Parties agree that in case of purchase from stock or conclusion of a transaction with a short deadline, it is not necessary to record the order and the confirmation in writing.

3.7. An order is considered duly accepted by the Parties also in case it is submitted personally by an authorized representative of the Customer or by an employee of the Customer who is engaged in procurement or if it is sent from the e-mail address of such person which is used in the communication between the Parties.

3.8. On behalf of the Supplier authorized representatives and sales employees of Supplier are entitled to sign the Individual Agreements and to send out order confirmations.

#### **4. Delivery deadline and transfer of goods**

4.1. The delivery deadline obliges the Supplier to deliver in line with the period specified in the approved confirmation of the order. Furthermore, the Customer is obliged to make sure that the goods can be received at any time during the delivery period, within eight (8) days of receiving the Supplier's notification. The specific party the fault of which caused the delay, will be responsible and face the legal consequences arising from the delayed hand over –take over of the goods.

4.2. The Supplier does not accept any responsibility for delays in delivery and/or performance and/or full or partial cancellation of the order that were caused by a force majeure.

4.3. The Supplier has the right to deliver partial consignments and the Customer is obliged to accept such partial consignments.

#### **5. The receipt of goods**

5.1. In case of pre-ordered goods and mid-season orders with a net value over HUF 100,000, the place of the goods' receipt is the site of the Customer. The Supplier undertakes to deliver these goods to the Customer's site at its own expense. In case of mid-season orders with a net value equalling to or under HUF 100,000 or in case of purchasing from the warehouse, the place of the good's receipt is the wholesale warehouse of the Supplier.

5.2. Once ordered goods, or a part thereof are ready for delivery, the Supplier will notify the Customer in line with section 4.1. If so requested by the Customer, the Supplier will provide, on an item-by-item basis, the ID code, colour, size and quantity of goods to be received. The exact delivery date and time will be agreed upon by the representatives of the Supplier and the Customer. The Customer is obliged to provide a date/time that is within 8 days from the date of notification.

5.3. By signing the receipt document of the delivery service provider, the Customer is verifying that the goods were received.

5.4. Supplier shall issue electronic invoice (e-invoice) about the performance and shall send the notification about the issue of the e-invoice together with the download link of the e-invoice to the email address provided for this purpose by Customer earlier.

5.5. Upon or after the completion of delivery, the Customer may file possible complaints regarding quantities and/or amounts in the invoice issued by the Supplier only in writing, within no more than 48 hours following the completion of the hand over – take over procedure. In case no such complaint is lodged, the invoice must be regarded as accepted.

5.6. Within 7 calendar days following the receipt of the goods, the Customer may report to the Supplier any possible quality complaints, afterwards, however, there is no room for any such complaint.

The Customer acknowledges that until payment for the goods purchased is fully effected, Supplier retains title to them. However, the Supplier specifically approves of the sale of these goods by the Customer to third party buyers at retail selling points with the proviso that the gross cost price received in return for their sale belongs to the Supplier. The Customer undertakes the obligation not to burden the goods that are affected with the retention of title by way of a charge or not offering them as security to a third party during the title retention period. The Customer specifically acknowledges that in case the goods are not sold, the Customer is not entitled and may not return them to the Supplier and the Supplier will not accept them back. If, however, the Customer owes an overdue debt to the Supplier, the Supplier may, at its own discretion and up to the value of the overdue debt, request the Customer to return certain products that are affected by the retention of title. The Customer must cooperate with and make this possible for the Supplier. Repossession takes place at the value of the affected products as stated in the invoice issued upon their transfer, reduced by 5% per month, but minimum at 50% of the value.

## **6. Payment**

6.1. A payment can be deemed to have been effected only if the amount is either credited to the Supplier's bank account or paid in to its cash office.

6.2. The parties may use offsetting only in case there is a prior written agreement in place between them to this effect.

6.3. Supplier shall be entitled to assign and transfer to a third party by way of factoring all its existing or future receivables from Customer together with their contributions. Customer shall provide the necessary individual consent without delay at Supplier's request.

## **7. Warranty**

Regarding goods and products affected by these GDTCs, the parties will meet their respective warranty rights and obligations in line with the rules of the applicable legal provisions in force.

## **8. Terms and conditions**

Any possible covenants, discounts and/or payment terms and conditions – if there are any – that are not stipulated herein, will be generally governed by an Individual Agreement to be signed by the parties as an amendment to these GDTC. In connection with certain orders Parties may deviate from the terms of the Individual Agreement by mutual agreement, which should be stated in writing on the order form or on the order confirmation. In case no such agreement exists, invoicing is based on the current price list of the Supplier, payment is effected in cash.

## **9. The intended use / purpose and retail distribution of the goods ordered**

9.1 The Customer accepts responsibility for selling the goods only in its own retail units which were reported to Supplier in advance and for not transferring the goods purchased to other resellers or related businesses without the express written approval of the Supplier. In case the Customer fails to meet this obligation, it will compensate the Supplier for any and all damage caused by this failure. In addition, the Supplier becomes entitled to terminate any and all legal and contractual

relationship with the Customer with immediate effect. In case the Customer requests that the goods are delivered not to their final sales destination but to a dispatch / allocation centre, prior to their delivery the Customer must send to the Supplier an exhaustive list of the sales points where the goods will be released into the actual trade and must outline the goods and their quantity to be forwarded to the individual sales points.

9.2 The prior written approval of the Supplier is required for the re-sale of the goods via the Internet. Prior to commencing the activity, the Customer must demonstrate to the Supplier the presentation of the goods on the Internet based portal.

9.3 Warranty and guarantee obligations towards consumers regarding goods sold by the Customer in the framework of retail trade will be fulfilled by the Customer in line with the applicable legal requirements. The Customer will return goods affected by consumer complaints to the Supplier. The Supplier will assess these complaints and take the necessary measures (repair, replacement, indemnification).

9.4 In the course of carrying out its activities, the Customer is obliged to increasingly protect and respect the rights of the Supplier and the Supplier's suppliers to all copyrights, trademarks, geographical indications and other protected intellectual rights. Trademarks associated with the goods can only be used in a form that is strictly identical with their registered form, and as approved by the Supplier for use. Guidelines on use will be provided by the Supplier. The Supplier and the Supplier's suppliers reserve their rights to and in all goods related to intellectual property and trademarks and the Customer acknowledges that no provision in these GDTG can be interpreted to convey any entitlement, either express or implied, to the goods.

## **10. Customer data, notification obligation, changes in the solvency of the Customer**

The Customer is obliged to provide the Supplier with its specific corporate data and the data of its contact person(s) and the Supplier may manage and store these data in line with applicable legal requirements. The Customer must notify the Supplier in writing when there is a change in its corporate data and/or major factors affecting the business activity of the Customer. The Customer acknowledges that based on changes in its corporate data or in the major factors affecting the business activity of the Customer (provided they considerably and negatively affect its creditworthiness) and in case the Customer had no credit limit, covering the value of the Customer's order, provided by the Supplier's credit insurer at the time of placing the pre-order or that the Customer's credit limit ceases more than 6 months before the delivery deadline, the Supplier is entitled to withdraw, either partly or fully and even during the season, from the fulfilment of orders placed by the Customer and/or to withdraw any approval granted to the Customer for deferred payment in a Individual Agreement. The Supplier is specifically entitled to take these measures if it becomes aware that enforcement, bankruptcy or termination proceedings were initiated against the Customer, or the Customer was deleted from the company register or became insolvent.

## **11. The implications of the breach of agreement**

### **11.1. Defaulting on payment**

In case the Customer defaults on payment, the Supplier becomes entitled to charge default interest on the overdue amount from the third day of such delay at a rate of the prevailing base rate of central bank plus 7 in effect on the first day of the six month calendar period affected by the default. In case the Customer's delay exceeds 30 days, the Supplier may declare all of its receivables from the Customer overdue, suspend delivering goods to the Customer, withdraw from delivery

obligations or unilaterally freeze or decrease (either temporarily or permanently) any possible credit limit granted to the Customer. As a result of defaulting on payment, the Customer must tolerate and bear the consequences arising from delayed delivery, in addition to bearing any other consequences.

#### 11.2. Delayed delivery by the Supplier, failure on the part of the Supplier

In case of delayed delivery (excluding delayed delivery arising from the Customer's default referred to in Section 11.1), the Customer becomes entitled to charge penalty from the first day of delay following the expiry of the delivery period. The rate of penalty is half (0,5) per cent per day of the contractual value of goods affected by the delay. In case the delay does not exceed thirty (30) calendar days, the Customer is not entitled to withdraw from the order. In case the delay exceeds thirty (30) days, the Customer is entitled to withdraw from the order and charge cancellation penalty. The ceiling on both the cancellation and on the default penalty is fifteen (15) percent, however, regarding and affecting a specific item, it is only possible to charge either a default or a cancellation penalty. Regarding any cancelled or delayed performance, the Customer may charge penalty only on the part of the confirmed order value exceeding fifteen (15) percent that applies to the specific and affected brand and season. The Supplier is obliged to pay the invoice that was issued by the Customer about the penalty within fifteen (15) days. The Customer acknowledges that in case of default or cancellation on the part of the Supplier, in addition to the penalty the Customer cannot assert any further claims against the Supplier and that no compensation can be requested for loss of profits.

#### 11.3. Delayed receipt of the goods by the Customer, failure on the part of the Customer

In case the delay in the receipt of the goods can be attributed to the Customer, the Supplier becomes entitled to charge penalty from the first day of the delay. The rate of penalty is half (0,5) per cent per day on the contractual value of goods affected by the delay. In case the delay in the receipt of the goods does not exceed thirty (30) days, the Supplier is not entitled to withdraw from the delivery obligation. In case the delay exceeds thirty (30) calendar days, the Supplier is entitled to withdraw from the delivery obligation and charge cancellation penalty. The ceiling on both the cancellation and the default penalty is fifteen (15) percent, however, regarding and affecting a specific item, it is only possible to charge either a default or a cancellation penalty. The Customer is obliged to pay the invoice that was issued by the Supplier about the penalty within fifteen (15) days. In case of a delay or cancellation on the part of the Customer, in addition to charging the penalty, the Supplier is also entitled to request compensation from the Customer for damages suffered. At the same time the Supplier accepts that regarding loss of profits, it may not assert any claim or request any compensation.

### **12. The Scope of these GDTC**

These GDTC take effect on the below date. After having entered into force, these GDTC will apply to and cover all future business contacts between the parties as long as and until they are withdrawn by Supplier, or unilaterally modified by Supplier and does not send an e-mail notification to the Customer to the e-mail address previously provided by the Customer. The Supplier is entitled to withdraw and to issue new GDTC instead, to modify the GDTCs at any time. Mutatis mutandis, orders already placed by the Customer prior to receiving notification about withdrawal will be governed (together with the fulfilment and delivery season of these orders) by the GDTC in effect upon the order's placement.

## **CLOSING PROVISIONS**

13. Within the context of these GDTC credible notifications will include registered mails, and e-mail communication. Regarding registered mail, delivery will be considered as completed on the 5th day following mailing, in case of e-mails on the day of sending the email or on the next working day provided the day of sending is not a working day.
14. These GDTC represent the entire agreement of and between the parties and repeal any and all previous agreements, accords or measures (both verbal or written) reached or concluded by the parties regarding the subject matter of this agreement prior to the first acceptance of these GDTC by the Customer.
15. Deviations from the provisions of these GDTC are exclusively possible on the basis of a written agreement that was duly and officially executed by both parties.
16. In case any of the provisions of these GDTC are declared invalid or any provision of these GDTC are or become unlawful, the other provisions of the GDTC will continue to remain in full force and effect. In such a case, the provision that was either declared invalid or unlawful shall be modified by Parties in a manner that makes it possible to implement the intentions and the business and legal objectives of the parties that they aimed to achieve by the invalid or unlawful provision.
17. Supplier is entitled to handle Customer's personal data for the purpose of performing the contract with the legal basis of the provisions of GDR and the Civil Code in force. In case of sole entrepreneur the personal data handled by Supplier is following: name, registered office, tax number, registration number, telephone number, e-mail address of the sole entrepreneur and the telephone number and e-mail address of the contact person. In the case of a legal person the personal data handled by Supplier is the name, position, telephone number and e-mail address of the natural person authorised to sign and of the contact person. Personal data may be accessed by the Supplier's competent and authorized employees. Supplier shall take special care to ensure not to compromise the confidentiality of personal data. The duration of handling the personal data is 5 years after the termination of the contractual relationship or the natural person's right of representation and 8 years for accounting data.
18. Parties hereto agree to try to resolve any possible issues arising from these GDTC in an amicable manner, out of court. These GDTC are governed by current Hungarian substantive and procedural laws. Regarding the resolution of legal disputes that arise either from or in connection with these GDTC, the Parties submit themselves to the exclusive jurisdiction of the Court of the 2nd and 3rd district of Budapest.

Dated in Budapest, 2022. April 11.

MAROSPORT KFT.