

ADR Logistics Szállítványozási és Raktározási Kft

General Terms and Conditions

Scope of Application

These General Terms and Conditions (hereinafter referred to as the "**GTC**") shall apply to contracts concluded by ADR Logistics Szállítványozási és Raktározási Korlátolt Felelősségű Társaság (registered office: 2360 Gyál, Gorbsev Iván utca 5., company registration number: 13-09-119071, tax number: 12566947-2-13, hereinafter referred to as the "**Service Provider**") as service provider with contracting parties liable for payment of fees (hereinafter referred to as the "**Client**") (the Service Provider and the Client hereinafter referred to jointly as the "**Parties**" and individually as a "**Party**"), in particular regarding contracts of a mandate nature containing warehousing, logistics, forwarding and carriage elements, unless the Parties have agreed otherwise in writing, specifically in the individual Service Agreement containing detailed rules applicable to specific services (hereinafter referred to as the "**Agreement**").

Any general terms and conditions of the Client that conflict with the provisions of these GTC shall not be binding on the Service Provider (and shall not become part of the legal relationship between the Parties), even if the Client refers to them upon conclusion of the Agreement, when placing an individual order or upon acceptance of the Service Provider's offer, and the Service Provider has not expressly and immediately objected to such additional or conflicting terms.

The Parties agree that, regarding their offers to conclude a contract, **a legal statement expressing agreement but containing additional or different terms shall not constitute acceptance of the offer, even if such term does not relate to a material issue**. The Parties expressly limit acceptance of their offers to the terms set out in such offers (including the detailed provisions of these GTC). Unless stated otherwise, any offer made by the Service Provider shall qualify as a non-binding (indicative) offer.

Offers made by the Service Provider shall in principle be binding only if designated as such. Unless expressly provided otherwise in an offer designated as binding, such offer shall be binding on the Parties for 15 days from the date of issuance.

If any provision of these GTC is or becomes invalid, this shall not affect the validity of the remaining provisions. In such case, the Parties undertake to replace the invalid provision with a valid provision that reflects the economic objective of the original provision as closely as possible. In the event of a gap in the provisions, the Parties undertake to fill such gap taking into account the fundamental intentions of these GTC.

The following terms used in these GTC and in the Agreement shall have the meanings set out below:

data transmission system	infrastructure and communication data files required for receiving Client data and for the performance of the tasks undertaken by the Service Provider
ADRL WMS	the Service Provider's computerised warehouse management system
exchange rate	in the case of fees determined in a currency other than forint, the Service Provider converts the fees at the exchange rate published by the National Bank of Hungary (MNB)
goods	any material, object or product that is available in normal commercial circulation, is not excluded from transport and warehousing, whose class under the applicable rules of the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) is not 1, 7 or 6.2, and which can be stored in a normal, frost-free warehouse on shelving
audit	a process carried out by the Client for the purpose of on-site inspection of the Service Provider's quality assurance system at the Service Provider's warehouse, which is not aimed at stocktaking
Inbound handling	the process during which the Service Provider unloads the Client's goods arriving at the warehouse from the vehicle, visually inspects their quality and quantity, prepares a report on any discrepancies if necessary, records them as the Client's stock in the ADRL WMS, and sends the related documents to the Client
item number	the identification number assigned to the goods by the Client
item master data	a data set submitted in the format determined by the Service Provider, containing the properties and logistics data of the goods
labelling	unless otherwise agreed in the Agreement, the Service Provider shall prepare an individual quote for individual requests and shall commence performance of the task within 3 business days of the order, provided that all necessary materials are available. Labelling includes the costs of the work performed and unit load building, but does not include label production. If, on the basis of an individual agreement, the Service Provider performs label production, the Service Provider shall not assume liability for the

	data content of the label or for any consequences arising therefrom.
direct transport	<p>transport without transshipment from the place of dispatch to the place of destination, where on business days the Client may specify the following:</p> <ul style="list-style-type: none"> - the consignment requires refrigeration or heating - the Service Provider must arrive at the delivery address at a specific time or within a time slot - the SLA is included in the Agreement - if the Client has assumed a penalty obligation towards a third party and such penalty payment obligation arises if the Service Provider is in delay with its obligations under the Agreement, the Client must indicate this in advance in the individual order and duly substantiate it - the delivery address is located in a restricted access zone / area subject to an access permit - the transport does not involve the Service Provider's premises for loading or unloading
individual order	means any instruction or other statement by the Client aimed at the performance of the services under the Agreement, excluding any offer or other statement made in relation to the amendment or supplementation of the Agreement
EKAER	Electronic Public Road Trade Control System
electronic administration	any case where the Service Provider's administrative staff do not modify the content of the electronic data file containing the individual order and do not supplement it in the course of processing with data received from the Client via another channel. It shall not qualify as electronic administration if an individual order sent via e-mail is submitted in a format other than the Service Provider's Excel format.
electronic road toll	road use charge payable under law, which is indicated in the settlements
annual inventory	a stocktaking process during which no movement of goods may take place, a prerequisite for its commencement is that there is no discrepancy between the Parties' inventory systems – if the two electronic stock records differ, in the event of a subsequent claim, the man-hours spent on reconciliation shall be invoiced

FEFO	“First Expired-First Out”. A principle facilitating the traceability of goods, under which, for goods with a given item number, the batch with the earliest expiry date is picked first.
payment deadline	in all cases starts from the end of the given billing period and shall not be calculated from the date of issue of the relevant invoice. Accordingly, where the Service Provider settles its services periodically, the time of performance shall be deemed to be the last day of the given period.
groupage transport	<p>a transport system under which the goods are transported together with consignments of others in a standard closed truck, possibly with several transhipments, delivered to the delivery address during working hours in accordance with the Service Provider’s scheduling, and where one of the endpoints of the transport is the Service Provider’s premises. The SLA is included in the Agreement. Deliveries excluded from groupage transport:</p> <ul style="list-style-type: none"> - delivery within a time slot or at a fixed time - shipments subject to a penalty (if the Client has assumed a penalty obligation towards a third party and such penalty payment obligation arises if the Service Provider is in delay with the performance of its obligations under the Agreement) - delivery address requiring an access permit - transport by special vehicle (refrigerated, heated, in a tank, or by box truck)
waste	goods that are not suitable for further use, in respect of which the owner or the Client has declared that they are to be treated as waste
contact person	<p>the person defined in the relevant annex to the Agreement who is designated by the Parties as responsible for maintaining contact in connection with the Agreement</p> <ul style="list-style-type: none"> - daily contact person: the person who is available during the availability period for issues necessary for the performance of daily logistics tasks - contractual contact person: the person who is authorised to make legal statements on behalf of the Parties in connection with the Agreement

Outbound handling	the process during which the Service Provider hands over the Client's picked orders for delivery and records them in the ADRL WMS as deducted from the Client's stock
order picking	the process whereby the Service Provider, based on the Client's instructions, prepares the Client's goods for Outbound handling by order or by consignee, in accordance with the FEFO principle or the Client's instructions, and forms unit loads from them
manual data provision	any case where the Client requests data from the Service Provider that are also available on the Service Provider's internet interface, including but not limited to: stock reports, movement lists, preparation and sending of invoice appendices to the Client. The Service Provider shall perform such data provision against an extra service fee specified in Annex 1 to the Agreement.
manual administration	any case where the Service Provider's administrative staff manually records, amends or corrects the individual order, for any reason not attributable to the Service Provider
destruction	the process of waste disposal, during which it is landfilled, deposited or otherwise disposed of
minimum fee	the amount payable by the Client to the Service Provider, for each billing period specified in the Agreement and in respect of the activity defined therein, which the Client is obliged to pay even if, in the given period, the volume of services used by the Client does not justify performance in an amount corresponding to the full amount of the minimum fee. The minimum fee is the consideration for the Service Provider's availability, capacity maintenance and readiness for continuous service. If, at the time of itemised settlement, the amount of the relevant invoice issued by the Service Provider does not reach the amount of the minimum fee, the difference shall be invoiced on a separate line.
MSDS	safety data sheet (also known as safety sheet, (material) safety data sheet – (M)SDS), which provides users with information on the physical, chemical and physiological effects of chemicals and hazardous substances, as well as on the safe use of chemical substances, their storage and the safe use of residues. The content requirements of safety data sheets are regulated by REACH; they are accepted only in Hungarian.
hourly fee	a service fee item, in the amount specified in Annex 1 to the Agreement, for work performed by the Service Provider, which

	the Service Provider is entitled to charge to the Client for services not specifically listed in the Agreement
pandemic	an epidemic caused by an infectious disease that infects many people over a very large area, even across several continents or worldwide. A pandemic may officially be declared by the World Health Organization (WHO).
Civil Code	Act V of 2013 on the Civil Code
pallet	<p>a load carrier with a load-bearing surface, consisting of two deck surfaces connected by spacers or a single deck surface standing on blocks, which can be easily moved by handling equipment and stored in racking systems.</p> <p>Within this:</p> <ul style="list-style-type: none"> - EUR pallet: any pallet with a base area of 800 * 1200 mm and complying with the UIC 435-2 standard - CP pallet: pallets differing from EUR pallets in size or quality
warehouse	exclusively a heated – frost-free – area with a roof and side walls, whose internal environment complies with workplace environment standards
availability	the period during which the Service Provider is at the Client's disposal, receives its individual orders and performs customer service tasks
SLA	that is Service Level Agreement (where applicable). A set of indicators jointly agreed by the Parties in the Agreement, intended to characterise the quality of the tasks performed by the Service Provider. If there is any contradiction between the termination or other rights and obligations relating to the termination of the Agreement set out in the Agreement, the GTC or the SLA, the provisions of the SLA shall prevail regarding the exercise and interpretation of termination and other rights and obligations relating to the termination of the Agreement.
overtime	work performed outside the availability period, which, in the absence of a different agreement, is settled in accordance with the applicable legal regulations, but at least at 150% of the warehouse hourly fee specified in Annex 1 to the Agreement per

	<p>person per commenced hour; for safety reasons, the simultaneous on-site presence of at least two employees is mandatory, and travel time is also included</p>
fuel compensation	<p>an amount calculated as a percentage on the basis of the fuel price determined by the WOB (Weekly Oil Bulletin, HUF prices, including tax, based on the previous month's average - https://energy.ec.europa.eu/data-and-analysis/weekly-oil-bulletin_en), which is indicated in the settlements</p>
dangerous goods	<p>those substances and objects which present a fire or explosion hazard, have harmful effects on health (in particular corrosive or toxic) or possess environmentally hazardous properties and which are identified as such by legislation, mandatory regulations or other documents applicable to the carriage of dangerous goods in any transport sector, or by Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 (CLP Regulation) on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006, or, in the event of the repeal of the CLP Regulation, by the legislation replacing the CLP Regulation.</p>
state of danger	<p>a situation where the Government of Hungary, in the event of a natural disaster or industrial accident endangering life and property and in order to avert the consequences thereof, declares a state of danger and may introduce extraordinary measures determined in a cardinal Act</p>
customer pickup	<p>any collection of goods at the Service Provider's warehouse where the goods released via Outbound handling on the basis of an individual order are received by the Client or its authorised representative other than the Service Provider (its own employee, customer, etc.)</p>
force majeure	<p>extraordinary, exceptional, unforeseeable and unavoidable external circumstances and events arising after the conclusion of the Agreement, not attributable to the Parties, not calculable by them and not controllable by them, which do not fall within the ordinary business risk of the Party invoking force majeure.</p> <p>For the purposes of these GTC, force majeure events shall include, in particular but not exclusively, the following circumstances and events, as well as any damages arising at either of the Parties in direct causal connection therewith:</p>

	<ul style="list-style-type: none">- war (whether or not war has been formally declared), civil war, military exercises, international deployment of military force, the consequences of the use of weapons of war or munitions,- civil commotion, strike, uprising, riot, looting, the consequences of other acts of violence,- any demonstration, terrorism, including any act carried out in order to prevent an actual or expected terrorist act or in the course of defence against it,- the release or escape of nuclear, toxic biological or chemical substances that directly or indirectly results in nuclear radiation or radioactive, chemical or biological contamination,- events relating to environmental pollution,- events arising from the explosion of fissile materials, nuclear reaction, radioactive radiation, as well as ionising and laser radiation,- expropriation or permanent or temporary deprivation of possession resulting from confiscation, requisition or use for military purposes implemented by lawful authorities,- events resulting from extreme weather conditions,- existence of a pandemic
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1. Obligations of the Service Provider

1.1. The Service Provider shall perform the following logistics services for the Client in accordance with the Agreement:

- a) performs Inbound handling of the goods within 1 business day following their arrival,
- b) stores the Client's goods,
- c) performs manual or electronic administration based on the Client's instructions,
- d) carries out order picking, unit load building and Outbound handling in accordance with the Client's scheduling,
- e) performs deliveries from its own premises in accordance with the Client's instructions,
- f) performs labelling and value-added services based on individual orders,
- g) arranges for waste destruction based on the Client's instructions,
- h) keeps the records related to the logistics services and the handling of waste.

1.2. The Service Provider declares that it has all the personnel and material conditions, licences and authorisations necessary for the performance of the services. The Service Provider may use only such warehousing, material handling and record-keeping systems and methods as have been verified by successful professional testing.

1.3. The Service Provider shall provide the services with the highest possible degree of care and diligence. The Service Provider shall, at its own cost, provide all supervision, manpower, materials, machinery, equipment and installations required for the performance of the services.

1.4. The Service Provider shall immediately notify the Client in writing of any circumstance or change relating to the Service Provider's organisation, operation or scopes of activity which jeopardises or makes more difficult the performance of its obligations arising from the legal relationship between them, or which may jeopardise or make more difficult the performance of such obligations in the future.

1.5. The Service Provider shall maintain liability insurance in respect of the obligations specified in the Agreement.

1.6. The Service Provider shall immediately notify the Client in writing if it considers the Client's transport-related requirements or instructions, or the documentation issued by the Client or in connection with incoming consignments, to be unlawful, non-compliant with standards, unprofessional or otherwise inappropriate.

1.7. The Service Provider shall comply with the applicable tax, social security and employment regulations and ensure the fulfilment of all related obligations. The Service

Provider shall pay particular attention to the conditions of employment of the workforce and to the mandatory observance of the relevant provisions, rules and instructions.

2. Availability

- 2.1. In the absence of an agreement to the contrary, the availability hours of the Service Provider's warehouses, premises and transport system on business days are between 07:30 and 16:00. In respect of inbound and outbound shipments organised by the Client, the Service Provider ensures the check-in of drivers until 15:30. Work performed outside the availability period constitutes overtime.
- 2.2. Unless otherwise agreed by the Parties in the Agreement, the Client shall use the services of the Service Provider in such periods that their performance can be completed by the end of the availability period. The Service Provider may not refuse to perform the service if the service to be rendered for the Client must be commenced before the end of the availability period and can be completed within one hour after the end of the availability period. Work performed beyond the availability period constitutes overtime.

3. Warehousing

- 3.1. The Service Provider declares that, with respect to the storage location specified in the Agreement, it has a valid lease agreement and, from the start date of the lease agreement, an operating permit for the site issued by the competent authority. The Service Provider is entitled to provide, on the leased premises forming the relevant storage location, the warehousing and logistics services specified in the Agreement.
- 3.2. The Service Provider checks the quantity, marking and external condition of the goods entering the warehouse. The Service Provider shall immediately notify the Client in writing of any visible damage, irregularity or quantitative discrepancy. Following receipt of the written notice, the Client shall immediately issue written instructions, and until such instructions are received, the Service Provider shall store the goods concerned separately.
- 3.3. The Service Provider is also obliged to accept goods that are improperly marked, with externally visible packaging defects or otherwise unsuitable for storage, to draw up a list (documentation) of such goods, to store them separately and to notify the Client thereof in writing without delay. Following receipt of the written notice, the Client shall immediately issue written instructions regarding the separately stored goods.
- 3.4. The Service Provider provides an appropriate place for the safe storage and inspection of damaged, spoiled or other goods that cannot be stored together with other goods.
- 3.5. The Client is entitled to exercise the right of disposal over all of its goods stored in the warehouse – regardless of whether they are intact, damaged or spoiled – and the Service Provider may not alienate them, use them for its own benefit or use them in a manner differing from the Client's instructions, except where the Service Provider has a pledge over the goods and its right of satisfaction under the pledge has arisen.

- 3.6. The Service Provider releases goods not transported by itself for customer pickup within the period specified in the Agreement following receipt of the individual order. If the individual order was communicated to the Service Provider outside the availability period, the performance period for the release of such goods shall commence at the start of the next availability period.

4. Forwarding

- 4.1. The Service Provider shall ensure that, at the time specified in the Client's instructions and at the designated place, the carrier provides the vehicle and loading equipment (with the necessary personnel) required for proper performance of the instructions. The Service Provider declares that carriers engaged by it have at their disposal transport equipment that fully meets the Client's transport requirements. The Service Provider shall also ensure that the vehicles provided and their crews are in a condition, and have an appearance and conduct, that are in line with the good reputation of the Client.
- 4.2. In the absence of an agreement to the contrary, loading and unloading at the Client's site shall be the obligation and responsibility of the Client, while loading and unloading at the Service Provider's premises shall be the obligation and responsibility of the Service Provider. In the case of inbound deliveries, loading of the goods at the supplier's site shall be the obligation and responsibility of the supplier; in the case of outbound deliveries, unloading of the goods next to the vehicle at the consignee's site shall be the obligation and responsibility of the consignee.
- 4.3. Unless otherwise agreed by the Parties in the Agreement, the domestic transport deadline shall, in the absence of an agreement to the contrary, be the end of the business day following receipt by the Service Provider of the individual order in the case of outbound deliveries, and the end of the second business day following receipt by the Service Provider of the individual order in the case of inbound deliveries. In the event of any problem related to inbound or outbound delivery (e.g. anticipated delay, unreachable consignee, damaged goods, etc.), the Service Provider shall notify the Client as soon as possible.
- 4.4. Upon delivery of the goods to the consignee, the Service Provider shall notify the Client in writing, within the shortest possible time, of any objection raised by the consignee (in particular quantitative or qualitative objections) and shall record such objection in the transport documents at the time of handover of the goods.
- 4.5. In the carriage of dangerous goods, every person involved shall bear full responsibility within their respective scope of responsibility, in accordance with the applicable provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).
- 4.6. The Service Provider undertakes that, in the course of performing the tasks assumed under the Agreement, it shall comply with the documentation requirements applicable to the consignment and, where it is authorised to complete such documentation, it shall do so truthfully and accurately on the basis of the data received from the Client. The

Service Provider shall not be liable for incorrect completion of documents where the erroneous data was provided by the Client.

- 4.7. In the case of the carriage of dangerous goods, the Service Provider shall be responsible for ensuring that the vehicles are appropriately marked and that the cargo is properly placed and secured on the vehicle.
- 4.8. In the case of the carriage of dangerous goods, the Service Provider may only enter into a contract with a carrier that has the necessary official licences and contractually undertakes full compliance with the obligations relating to the carriage of dangerous goods.
- 4.9. The Service Provider shall forward to the Client the signed delivery notes (PODs) evidencing performance of the transport within the deadline and in the manner specified in the Agreement.
- 4.10. Where the Service Provider performs forwarding tasks, it shall not bear carrier's liability. An exception to this is where the consignment has been forwarded together with consignments of others using the same means of transport and the damage has arisen for that reason, or where a consignment in its possession is lost or damaged, in which cases the provisions relating to the carrier's liability shall apply. The Service Provider shall, at the Client's instruction and at the Client's cost and risk, enforce the Client's claims against the carrier and against other subcontractors engaged by the Service Provider.
- 4.11. In the case of the Service Provider's domestic or international carriage activities, or where it bears carrier's liability pursuant to Section 4.10, the cases and extent thereof shall be governed by the provisions of Law Decree No. 3 of 1971 promulgating the Convention on the Contract for the International Carriage of Goods by Road (CMR), done at Geneva on 19 May 1956.**
- 4.12. The Client, as freight forwarder, may perform the carriage itself.
- 4.13. Unless otherwise agreed by the Parties in the Agreement, domestic transport orders may be canceled free of charge no later than the "Outbound Order cut-off time:" specified in the Contract. In the event of cancellations after the "Outbound Order cut-off time:" if the transport task has already commenced, the Client shall be obliged to pay 100% of the transport fee; if the transport task has not yet commenced, the Client shall be obliged to pay 50% of the transport fee.

5. Waste management

- 5.1. The Service Provider declares that it does not hold a waste management licence and is therefore only entitled to store, in accordance with the applicable regulations, hazardous and non-hazardous waste generated in the course of its activities at its premises. The Service Provider declares that it keeps records of the waste generated, has it destroyed at six-monthly intervals or on the basis of an individual quotation at the Client's cost, and fulfils the related reporting obligations.

- 5.2. The procedure relating to waste destruction may be as follows, depending on the reason for the generation of the waste:
- 5.2.1. If the goods become waste in the course of the Service Provider's activities, then, on the occasion of the six-monthly destruction, it shall consult with the Client on the possibility of destruction of the waste generated and, subject to the Client's approval, shall have it destroyed at its own cost. If the Client does not make a statement within 15 days from the Service Provider's inquiry, the Client's approval shall be deemed to have been given.
 - 5.2.2. If the goods become waste for reasons not arising from the Service Provider's activities (in particular incorrect transport/packaging, expiry, other Client requests), the Service Provider shall, on the basis of the destruction form sent by it to the Client and completed by the Client, issue a quotation for the expected cost of destruction, which shall include the costs of removal, landfilling, disposal of the waste and the administrative fee. Settlement shall be based on the weight determined by the certified scale of the site carrying out the destruction. The Client shall have 15 days to accept the quotation. If the Client does not make a written statement on the quotation within the deadline, the quotation shall be deemed accepted by the Client.
- 5.3. The Service Provider undertakes to have the waste transported and disposed of exclusively by a company holding the relevant licence.
- 5.4. The Client accepts that the Service Provider may not store waste at its premises at the turn of the calendar year. Accordingly, the Client undertakes that if it refuses to give its approval under Section 5.2 of these GTC or does not accept the Service Provider's quotation, the Service Provider shall arrange for the removal of the waste material by the last business day of the year, in compliance with the applicable legislation.
- 5.5. The Parties expressly agree that the costs incurred in connection with the matters set out in Section 5.2.2 of these GTC shall be borne by the Client and, where such costs are advanced by the Service Provider, the Service Provider shall be entitled to re-invoice them to the Client.

6. EKAER administration

- 6.1. The Client may optionally choose the services set out in Sections 6.1.1 – 6.1.4 below. The fees for the services are set out in the Fee Schedule attached as Annex 1 to the Agreement. (The selected service or services are hereinafter collectively referred to in this Section 6 as the "**Service**").
- 6.1.1. The Service Provider undertakes that, in the case of goods handed over to it by the Client for forwarding purposes and, in particular, goods falling within the scope of Act CL of 2017 on the Rules of Taxation (hereinafter referred to as the "**Art.**") and the legislation specified on the website <https://ekaer.nav.gov.hu/> (hereinafter referred to as the "**EKAER Legislation**"), upon the inbound delivery of such goods to its warehouse within the framework of the forwarding service, it shall confirm the arrival of the goods in the EKAER system within 24 hours of receipt and make any

necessary amendments to the data in accordance with the requirements of the EKAER Legislation (hereinafter referred to as “**EKAER Arrival Notification**”).

- 6.1.2. The Service Provider undertakes that, in the case of goods handed over to it by the Client for forwarding purposes and falling within the scope of the Art. and the EKAER Legislation and, within the framework of the forwarding service, transported by road by the Service Provider, the Service Provider shall, under the Client’s EKAER ID, report via the EKAER electronic interface the data required in relation to the forwarding service performed by it for the given transport service and products falling within the scope of the EKAER Legislation. In this capacity, the Service Provider undertakes, in place of the Client, to make the full EKAER notification as required under the EKAER Legislation on the basis of the data provided by the Client in whole or in part electronically in accordance with the provisions of these GTC (hereinafter referred to as “**Full EKAER reporting**”).
- 6.1.3. The Service Provider undertakes that, in the case of goods handed over to it by the Client for forwarding purposes and falling within the scope of the Art. and the EKAER Legislation and, within the framework of the forwarding service, transported by road by the Service Provider, the Service Provider shall, on behalf of the Client, report via the EKAER electronic interface, for the given transport service and products falling within the scope of the EKAER Legislation, the registration number of the carrier’s vehicle (hereinafter referred to as “**Licence plate reporting**”).
- 6.1.4. The Service Provider undertakes that, in the case of goods handed over to it by the Client for forwarding purposes and falling within the scope of the Art. and the EKAER Legislation and, within the framework of the forwarding service, transported by road by the Service Provider, the Service Provider shall, on behalf of the Client, report via the EKAER electronic interface, for the given transport service and products falling within the scope of the EKAER Legislation, the delivery of the goods to the consignee (hereinafter referred to as “**Reporting of delivery to consignee**”).
- 6.2. In the case of the service specified in Section 6.1.2, the Service Provider shall undertake the performance of the task if the Client has authorised the Service Provider to act as its representative under the EKAER Legislation in the manner specified by the EKAER Legislation and has provided the Service Provider in writing with a valid username and corresponding password required for making notifications via the EKAER electronic interface. A further condition for the performance of the Service is that the Service Provider receive from the Client, within an appropriate deadline in advance, all other relevant data necessary for the performance of the Service, and that the Client continuously ensure that the Service Provider can access the EKAER interface on behalf of the Client and record the data relating to the forwarding services.
- 6.3. In the case of the Services specified in Sections 6.1.1, 6.1.3 and 6.1.4, the Service Provider shall undertake the performance of the Service if the Client has enabled the Service Provider, in connection with the forwarding service provided by the Service Provider, to access the EKAER interface, in order for the Service Provider, as freight

forwarder, to record the data to be recorded. A further condition for the performance of the Service is that the Service Provider receive from the Client, within an appropriate deadline in advance and in the form and manner set out in the Agreement, all other relevant data necessary for the performance of the Service.

- 6.4. The Service Provider shall perform the Client's individual orders in relation to the Service(s) specified in this Section 6 of these GTC 24 hours a day on every business day of the week.
- 6.5. The Service Provider shall perform its tasks using the data received from the Client and at all times in accordance with the EKAER Legislation.
- 6.6. The Client shall, in relation to the Service, provide through the data transmission system, in the specially created additional field thereof, or in a separate list sent to the Service Provider that clearly matches the order numbers and the Client's EKAER numbers, at the latest simultaneously with the ordering of the Service, all authorisations, access rights, the consignment's EKAER ID and the declaration on the exemption of the goods from EKAER obligations to the Service Provider.
- 6.7. The Contracting Parties record that the Service Provider shall be entitled to suspend performance of the given order (forwarding service) until the Client has sent it the data referred to in these GTC and required by the EKAER Legislation, or has issued a written declaration stating that the goods included in the given order are not subject to EKAER, or has contractually ensured the Service Provider's access to the EKAER system necessary for the performance of the Service. The Service Provider shall bear no liability whatsoever in the event of suspension of forwarding services in this context.
- 6.8. Obligations of the Client:
 - 6.8.1. The Client shall provide the Service Provider, in the Client's name, with the authorisation (designation) under the Art. and the EKAER Legislation to access the EKAER electronic interface and grant access rights: in the case of the Full EKAER reporting service, full access; and in the case of the Licence plate reporting service, access as a person authorised exclusively to submit and amend data.
 - 6.8.2. In the case of the EKAER Arrival Notification and the Reporting of delivery to consignee Services, the Client shall, in accordance with the EKAER Legislation, ensure that the Service Provider has access to the EKAER system if the Service Provider does not independently obtain access thereto in its capacity as freight forwarder.
 - 6.8.3. The Client shall, in relation to all Services, properly provide the Service Provider with the username and password required for the performance of the Service under the EKAER Legislation and continuously ensure that such username and password are not accessible to any other person in any way.
 - 6.8.4. The Client shall ensure that, in connection with the forwarding service provided by the Service Provider, the Service Provider can access the

EKAER interface so that it can record the data to be recorded by it as freight forwarder.

- 6.8.5. The Client shall provide the Service Provider, within a deadline that allows timely performance of the Service, with all data and information necessary for the performance of the Service within the deadline. The system, timing and method (electronic data) for providing the data and information are defined by these GTC and the Agreement.
- 6.8.6. The Client shall also make a written declaration and provide it to the Service Provider in advance together with the relevant order if the carriage of the goods concerned is not subject to EKAER.

6.9. Obligations of the Service Provider:

- 6.9.1. The Service Provider undertakes to provide and maintain the infrastructure necessary for the performance of the Service.
- 6.9.2. The Service Provider shall be entitled to engage a subcontractor for the performance of the Service specified in this Section 6 of the GTC with the Client's prior written consent. The Service Provider shall be liable for the performance of any subcontractor engaged by it as if it had performed the work itself, and in the case of unauthorised engagement it shall also be liable for all damage that would not have occurred without such unauthorised engagement.
- 6.9.3. The Service Provider shall be liable for all proven and actual damage arising in connection with the Service and occurring at the Client or a third party as a result of reasons attributable to the Service Provider and arising from its activities, it being agreed by the Parties, by signing these GTC, that the Service Provider's liability for damages shall be limited to a maximum amount of HUF 1,000,000, i.e. one million forints per penalty event attributable to the Service Provider in relation to the EKAER administration Services falling within the scope of these GTC.
- 6.9.4. To the extent permitted by the applicable law, the Service Provider's liability shall be excluded if the Client has contributed to the occurrence of the damage suffered by the Client or a third party in connection with the Service (e.g. incorrect or delayed data provision, etc.). If, in connection with the Service, any claim is enforced against the Service Provider by a third party as a result of the Client's breach of contract or contribution, the Client shall cooperate with the Service Provider in the settlement of the damage and shall reimburse the Service Provider without delay for all costs and damage incurred, thereby placing the Service Provider in the position it would have been in had the damaging event not occurred.
- 6.9.5. The Contracting Parties agree that the Service Provider shall not be liable for non-compliant performance of the EKAER administration Service set out in these GTC if any malfunction occurs in the EKAER system that makes

performance of the Service impossible or renders it delayed. The Service Provider shall notify the Client without delay upon detecting any malfunction.

- 6.9.6. The Contracting Parties agree that Section 6.9.5 shall also apply where the Service cannot be duly performed due to maintenance of the EKAER system.

7. Obligations of the Client

- 7.1. The Client shall provide the Service Provider with the item master data relating to a new item number or to changes in article data contained in the MSDS and, in the case of dangerous goods, the MSDS itself at least 5 business days before the arrival of the goods. The Service Provider acknowledges that goods and accessories for which no item master data exist shall not be stored in the Service Provider's warehouse, and the Service Provider assumes no liability for their handling or storage.
- 7.1.1. In the case of correctly completed item master data, the item master data shall be activated in the ADRL WMS and may be stored in the warehouse no later than 5 business days after the time of uploading. If the item master data contain error(s), the 5-business-day period shall start to run following the upload made after correction.
- 7.1.2. If the item master data contain incorrect logistics data, the Parties shall be entitled to settle any invoice discrepancies arising therefrom, provided that, taking the time of discovery of the error as the relevant month, the Parties shall regard items from at least 12 months before that month as accepted and waive their right to any settlement in respect thereof.
- 7.1.3. If so provided in the Agreement, the Service Provider shall prepare and amend the item master data on the basis of the item number, description and MSDS supplied by the Client.
- 7.1.4. If so provided in the Agreement, the Service Provider shall endeavour to have the deadline specified in Section 7.1.1 reduced by the authority. As the activity depends on the authority's decision, the Service Provider assumes no responsibility for the result. If the item master data are activated in less than 5 business days, the Service Provider shall be entitled to the remuneration specified in the Agreement.
- 7.2. The Client shall provide, in electronic form and in due time in accordance with the conditions set out in the Agreement, the documentation necessary for the receipt and Inbound handling of the goods (Inbound Order).
- 7.3. The Client shall give the instructions for Outbound handling and dispatch of the goods to the Service Provider in the manner, form and by the deadline specified in the Agreement.
- 7.4. If any goods qualify as dangerous goods or, due to their hazardous components, require heightened attention, the Client shall mark the goods with clear identification

and marking in accordance with the applicable laws, standards and professional practices.

- 7.5. The Client shall only deliver or have delivered to the Service Provider's warehouse goods that can be properly stored, handled and recorded within the Service Provider's warehousing, material handling and record-keeping system.
- 7.6. The Client shall bear full liability for the completeness and accuracy of the data and information it provides in relation to the goods.
- 7.7. In the case of customer pickup, the Client shall provide to the Service Provider, simultaneously with the individual order, the identity of the legal or natural person entitled to take over the goods and the registration number of the delivery vehicle. The Client accepts that if, based on the Service Provider's inspection, the vehicle does not comply with the applicable laws, the Service Provider may refuse to load the vehicle.
- 7.8. The Service Provider shall insure the goods located in the Service Provider's warehouse and owned or held by the Client against elemental damage (including damage resulting from explosions and chemical processes), burglary, robbery and property damage only in the cases and with the cover specified in the Agreement. The Service Provider assumes no liability for damages arising therefrom.
- 7.9. If the Client or its subcontractor, agent, employee or a person authorised by the Client causes damage to the Service Provider, the Service Provider shall be entitled to enforce the proven damage against the Client with the involvement of the insurer (by submitting the documents requested by the insurer) or directly against the Client by issuing an invoice.

8. Records, Settlements

- 8.1. The Service Provider shall provide the Client with internet access to the Service Provider's electronic system, through which the Client can check stocks and goods movements. The information available via the internet access may be queried by the Client on the interface without limitation and free of charge. Any differing requests shall qualify as manual data provision.
- 8.2. During the Service Provider's availability period, the Client may check the storage conditions of the goods, the processes of Inbound and Outbound handling, and the records.
- 8.3. The Service Provider shall provide the Client with an opportunity to carry out an audit once a year; the hourly fee for participating in any further audits shall be three times the hourly fee specified in Annex 1 to the Agreement.
- 8.4. The Parties shall be obliged to carry out a joint annual inventory at least once a year. Any differing inventory shall be based on a separate agreement.
 - 8.4.1. On the basis of the stock recorded, the Parties shall reconcile shortages and surpluses.

- 8.4.2. In the event of stock discrepancies or damage, the Client shall be entitled to enforce its claims in excess of the per mille of the inventory value specified in the Agreement against the Service Provider at the base price for settlement specified in the Agreement. As part of damage mitigation, the Client shall be obliged to do everything that can be expected of it in order to sell or use the damaged products as depreciated goods. In this case, the Service Provider shall only be obliged to reimburse the Client for the depreciation in value or the costs of damage mitigation. The Client shall be liable for any damage resulting from failure to comply with its damage mitigation obligation.
- 8.4.3. If the reconciled inventory discrepancies show a surplus, the Service Provider shall not be entitled to enforce any claim against the Client.
- 8.4.4. The basis for compensation shall in all cases be a report signed jointly by the Parties and an accounting document that does not include VAT, and whose payment deadline shall be identical to the payment deadline specified in the Agreement.

8.5. The Service Provider shall keep records of the pallets stored with it, broken down by EUR and CP types. If, due to the structure of Outbound handling, a greater quantity is needed than the pallets stored, on the basis of the records the Service Provider shall be entitled to invoice these pallets to the Client, or the Client shall procure them for the Service Provider at its own cost.

9. Exclusion of the Service Provider's Liability (in the case of performance of either complex tasks or partial tasks – warehousing/stocktaking, forwarding, carriage, waste management, EKAER administration)

9.1. The Service Provider excludes its liability for compensating damage suffered by the Client in the following cases:

- a) where the Client has provided incorrect data or information to the Service Provider in the item master data or in the individual order,
- b) where the Client withholds in the item master data or in the individual order any facts that affect the performance of the individual order,
- c) where the Client has not indicated and duly substantiated in the individual order the penalty agreement in place with its own partner, in view of the fact that, in the event of a delay in the Service Provider's performance, the Client would be subject to an obligation to pay a penalty,
- d) where, at the time of Inbound handling, hidden defects or discrepancies in the quantity or quality of the goods cannot be detected by external visual inspection without opening the packaging unit,
- e) where the Client manages the batch number/expiry date, for damage arising from the remaining in stock of products with an earlier expiry date,

- f) in the case of customer pickup, where the vehicle sent by the Client does not comply with the applicable laws and the Service Provider refuses loading,
- g) damage arising in connection with official procedures (e.g. inspections) (delayed service, hindrance to contractual availability),
- h) damage attributable to the inherent characteristics of the consignment as a result of which breakage, rusting, blockage, drying out, internal deterioration, spontaneous combustion, leakage or other damage has occurred in the goods,
- i) damage arising from the lack of or deficiencies in packaging, in the case of goods which, by their nature, are exposed to loss or damage if unpackaged or improperly packaged,
- j) damage occurring inside intact packaging,
- k) damage occurring during unloading carried out by the consignee,
- l) damage arising from the fact that the Client has not informed the Service Provider of the extraordinary value of the consignment not detectable from the outside or of any other characteristic material from the perspective of the transport task,
- m) reduction or loss of service performance resulting from restrictions on the Service Provider's activities during a pandemic or state of danger,
- n) damage arising directly from computer viruses,
- o) damage arising directly in connection with the supply or transport of water, gas, electricity or other energy or fuel supply, or as a result of any interruption thereof.

10. Service fees

- 10.1. If the Parties so agree in the Agreement, the Client shall pay the Service Provider the minimum fee specified in Annex 1 to the Agreement for the relevant activity and period set out therein. The minimum fee qualifies as a lump-sum fee, which is due in view of the Service Provider's obligation to provide services, its availability and the maintenance of its capacities, and is payable irrespective of the actual extent of use, in accordance with these GTC and the Agreement.
- 10.2. The fees and costs payable by the Client to the Service Provider are set out in the Fee Schedule attached as Annex 1 to the Agreement.
- 10.3. The Parties shall agree in advance on services not specified in the Agreement and on the fees payable for such services.
- 10.4. The Parties agree on periodic settlement, which means monthly settlement. The Service Provider shall issue the invoice for the relevant month, broken down as necessary by transport and other services, and shall send it electronically to the Client by the seventh day of the month following the relevant month. The Service Provider

shall provide the electronic files serving as annexes to the invoice to the Client in accordance with the provisions of the Agreement. By signing these GTC, the Client expressly agrees that the Service Provider may issue and/or send its invoice for the given settlement period electronically.

- 10.5. The Client shall settle the invoice amount within the payment deadline specified in the Agreement, calculated from the last day of the accounting billing period – which the Parties consider to be the date of performance – having regard to the number of calendar days recorded in the Agreement as the performance period. The Client shall examine the received invoice and its annexes within 5 business days.
- 10.6. The currency of the invoice shall be specified by the Parties in the Agreement. If this differs from the currency of the quoted prices, the Service Provider shall determine the invoice amount on the basis of the official foreign exchange rate published by the National Bank of Hungary and valid on the date of performance, i.e. in the case of periodic settlement of continuous service provision, on the last day of the relevant settlement period.
- 10.7. If the invoice sent by the Service Provider does not comply with the legal regulations or the provisions of the Agreement, the Client shall immediately return the invoice to the Service Provider; in such a case, the payment deadline shall be calculated from the date on which the correctly issued invoice is communicated to the Client.
- 10.8. In the event of late payment, the Client shall pay default interest pursuant to Section 6:155 of the Civil Code or default interest at a rate equal to one and a half times the current central bank base rate – whichever is higher – and, for the calculation and determination of the latter, the provisions of Section 6:155 of the Civil Code shall apply.
- 10.9. In the event of any change in the legislation relating to the Service, and in accordance with the provisions of the Agreement, the fees and costs set out in the Fee Schedule may change, of which the Service Provider shall inform the Client in writing without delay. **The Service Provider is expressly entitled to unilaterally amend the amount of certain service fees, costs, cash or other expenses indicated in the Agreement on the basis set out in the Agreement.**
- 10.10. The Service Provider shall charge an electronic road toll on transport fees in accordance with the Fee Schedule of the Agreement. In the case of direct transport, this shall correspond to the amount regulated by the laws or decrees in force at any time, while in the case of groupage transport it shall be determined as a percentage.
- 10.11. The Service Provider shall charge fuel compensation on transport orders in accordance with the relevant table of the Agreement.
- 10.12. In the case of palletised storage, storage fees shall be calculated per EUR pallet, CP pallet or pallet of individual size.
- 10.13. In the case of work subject to an hourly fee, each commenced hour shall be charged per person, per type of work or per piece of equipment.

10.14. In the case of weight-based invoicing, the gross weight shall form the basis of calculation.

11. Miscellaneous Provisions

Confidentiality

11.1. The Parties declare that, during their cooperation, they shall treat as business secrets **all business and other confidential information relating to the other Party that comes to their knowledge during the term of these GTC and for 60 months following their termination.**

The Client consents to the processing of its data necessary for the performance of the contract. The Service Provider shall keep confidential all oral and written data and documentation originating from the Client and shall use them only for the performance of the contract, and shall ensure that such information and documents qualifying as business secrets are not disclosed, either orally or in writing, by its employees or by any persons cooperating with it in the performance of the tasks set out in this contract under any written agreement, to any third party. The Service Provider's duty of confidentiality shall remain in force even after performance of the contract.

With regard to data, the Service Provider shall act in accordance with the Hungarian data protection regulations in force at any given time.

Term and Termination of the Agreement

11.2. The Parties conclude the Agreement for the term specified therein.

11.2.1. If the Parties conclude the Agreement for a fixed term, it may be:

- a) terminated by extraordinary termination with immediate effect during the term of the Agreement.
- b) terminated by ordinary termination subject to the notice period specified in the Agreement.
- c) If the Parties do not agree on the extension of the contract by the deadline specified in the Agreement before the expiry of the fixed term, the Agreement shall automatically terminate upon expiry of the fixed term.

11.2.2. If the Parties conclude the Agreement for an indefinite term, it may be:

- a) terminated by extraordinary termination with immediate effect during the term of the Agreement.
- b) terminated by ordinary termination subject to the notice period specified in the Agreement.

11.3. The Agreement may be terminated with immediate effect if the other Party

- a) **has been declared insolvent by a court or is subject to liquidation, involuntary deregistration or voluntary winding-up proceedings,**
- b) **initiates bankruptcy, restructuring or reorganisation proceedings,**
- c) refuses without good reason to perform the service or the counter-performance,
- d) has been prohibited from pursuing its activity or has lost its entitlement to pursue such activity,
- e) commits a material breach of contract and fails to remedy such breach within the shortest possible time despite written notice.

11.3.1. In particular, the following shall qualify as a material breach of contract by the Service Provider:

- a) if, due to its own fault, it fails to perform the logistics services specified in the Agreement for a period exceeding 20 business days and, thereafter, does not fulfil its contractual obligations within an additional deadline of at least 8 business days set in the Client's written notice,
- b) if it culpably causes such a serious accident as seriously impairs the Client's reputation and market position.

11.3.2. **In particular, the following shall qualify as a material breach of contract by the Client:**

- a) **if it hands over to the Service Provider goods in respect of whose hazards it has not provided prior information about or has provided false information about,**
- b) **if, without the Service Provider's prior written consent, the Client entrusts the performance of the logistics services set out in the Agreement to another party.**

11.4. Force Majeure

11.4.1. In the event of force majeure, the Parties shall have an immediate obligation to notify each other, and shall then, within the shortest possible time, consult on mutual performance and the conditions thereof.

11.4.2. **The Service Provider shall not be liable for any delay, defective performance or non-performance of the Agreement if caused by force majeure.**

11.4.3. **The duration of the force majeure event shall automatically extend the Service Provider's performance deadline by the duration of the force majeure. The Service Provider shall not be obliged to prove the delay in any other way.**

11.4.4. **Any additional costs arising due to the occurrence of force majeure and becoming necessary for the performance of the service (e.g. alternative mode of performance, emergency measures, reorganisation, involvement of third parties, provision of extra resources) shall be borne by the Client, and the Client shall reimburse them to the Service Provider on the basis of the Service Provider's verification.**

11.4.5. **In the event of force majeure, the Service Provider shall be fully entitled to the contractual remuneration for the services already performed. If force majeure partly or fully and permanently prevents performance of the Agreement, the Service Provider shall be entitled to a fee proportionate to time/performance for the services performed up to that point, as well as to reimbursement of its costs reasonably incurred due to the force majeure.**

11.5. In the event of a pandemic or declared state of danger, the Service Provider shall be entitled, while maintaining its core service (storage), to restrict the performance of tasks directly requiring human resources. The Service Provider may adopt restrictive measures solely for the protection of human life and health and may not maintain them longer than necessary. The Service Provider shall notify the Client without delay of the extent, expected duration and conditions of the restriction.

11.6. Third Parties

11.6.1. The Parties acknowledge that, for the performance of the services, the Service Provider shall utilize and intermediate the services of third parties without the Client's consent, unless these GTC provide otherwise or the Parties agree otherwise.

11.7. Code of Ethics

11.7.1. In the course of its work, the Service Provider shall comply and shall ensure that its subcontractors comply with the provisions set out in its Code of Ethics. The Code of Ethics in force from time to time is available on the Service Provider's website.

11.8. Declarations, Contact

11.8.1. The contracting parties shall specify in the Agreement or its annex those contact persons who may validly make statements in connection with the Agreement and its performance.

11.8.2. For the purposes of the Agreement, all legal statements may be made exclusively in writing or by electronic mail (email) in Hungarian or English. The validity of the conclusion, amendment and supplementation of contracts shall be subject to compliance with the written form. A statement made by electronic mail shall be valid only if it has been successfully delivered to the other party at the email address specified in the Agreement. An oral statement shall be binding only if confirmed in writing or by electronic mail.

Any typing errors, obvious mistakes and calculation errors shall not be binding on the Service Provider.

11.9. Governing Law

- 11.9.1. The provisions of this Agreement and their interpretation shall be governed by the laws of Hungary. Matters not regulated in this Agreement shall be governed by Hungarian law, unless otherwise provided in these GTC or the Agreement.

11.10. Dispute Resolution

- 11.10.1. The Parties agree to take all measures reasonably expected of them in order to settle their disputes and claims arising from the Agreement primarily by peaceful, negotiated means. The Parties declare their intention to settle any disputes and differences of opinion arising in the course of their cooperation through negotiations, and further undertake to initiate a conciliation procedure before commencing litigation.

- 11.10.2. **For the adjudication of any dispute arising out of or in connection with this Agreement, in particular in relation to its breach, termination, validity or interpretation, the Parties exclude the jurisdiction of the ordinary courts and submit to the exclusive and final decision of the Permanent Arbitration Court attached to the Hungarian Chamber of Commerce and Industry (Commercial Arbitration Court Budapest), it being understood that the Arbitration Court shall proceed in accordance with its own Rules of Proceedings as supplemented by the Sub-Rules regarding Expedited Proceedings. The number of arbitrators shall be three, and the Hungarian language shall be used in the arbitration proceedings. The Parties exclude the possibility of a retrial under Chapter IX of Act LX of 2017 on Arbitration. Hungarian substantive law shall be applied for the resolution of the legal dispute.**

- 11.11. The Service Provider informs the Client, and the Client accepts, that real-time camera surveillance and image recording take place inside and outside the Service Provider's leased premises. The Service Provider declares that it has notified the competent authority of the camera surveillance and image recording. The Service Provider has a privacy notice and a regulation on camera surveillance, which can be viewed at its registered office and at all of its premises.