

GENERAL TERMS AND CONDITIONS

Status: 10 July 2015

1. Scope of the General Terms and Conditions

The present general terms and conditions (hereinafter: “**General Terms and Conditions**”) shall apply to all deliveries and services provided by Ti KEM Hungary Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság (registered seat: H-2536 Nyergesújfalu Vadkörtefa utca 1/B 2/1.; trade registry number: Cg.11-09-011354; hereinafter: “**Seller**”) to its purchasers (hereinafter: “**Purchaser**”), unless otherwise agreed by the Seller and the Purchaser. The general terms and conditions of the Purchaser shall not apply to the legal relationship of the Seller and the Purchaser, unless the Seller expressly accepted it in writing. The entire content of the present General Terms and Conditions is published on the website of the Seller in Hungarian and English language. This General Terms and Conditions shall apply automatically to all legal relationships of the Seller and the Purchaser

2. Payment of the purchase price advance

- 2.1. If the Seller and the Purchaser agreed that the Purchaser is obliged for the payment of purchase price advance, the Seller issues a prepayment request to the Purchaser. The Purchaser shall only pay the amount of the prepayment request to the Seller in the currency, indicated on the prepayment request. If the Purchaser fails to pay the amount of the prepayment request to the Seller until the deadline, indicated on the prepayment request, the Seller is not obliged to deliver the product and / or the Seller is not obliged to take any measures relating to the delivery of the product.
- 2.2. The purchase price advance shall be deemed paid, if the amount of the purchase price advance - without any arising costs or deductions - is credited to the bank account, indicated by the Seller. If the purchase price advance is being paid in cash, the purchase price advance shall be deemed paid on the day when the Seller received the entire amount of the purchase price advance and the Seller confirmed the above payment in writing to the Purchaser.
- 2.3. The Purchaser is not entitled to set-off any of its claims that the Purchaser may have against the Seller in the amount of the purchase price advance, payable by the Purchaser.

3. Payment of the purchase price on the basis of the issued invoice

- 3.1. The Purchaser shall pay the amount of the invoice, issued by the Seller in the currency, indicated on the invoice via bank transfer, until the due date, indicated on the invoice to the Seller.
- 3.2. The Purchaser is not entitled to set-off any of its claims that the Purchaser may have against the Seller in the amount of the invoice, issued by the Seller.
- 3.3. If the invoice, issued by the Seller, does not contain the due date of the invoice for any reason, the Purchaser is obliged for the payment of the amount of the invoice via bank transfer in the currency indicated on the invoice, within five (5) days after the receipt of the product by the Purchaser.
- 3.4. The Seller reserves the right to change the currency, indicated on the invoice until the payment of the amount of invoice by the Purchaser. The Seller notifies the Purchaser regarding this fact in writing.
- 3.5. The purchase price of the product is established in euro. If the amount of the invoice is paid by the Purchaser in forint, the Seller exchanges the amount of the invoice to forint on the euro sell exchange rate of CIB Bank Zrt, effective on the day, when the product is received by the Purchaser.
- 3.6. If the Purchaser fails to pay the amount of the invoice until the due date of the invoice to the Seller, the Seller charges late payment interest from the due date. If the Purchaser is obliged to pay the amount of the invoice in forint, the rate of the late payment interest is equal to the effective base rate, established by the Hungarian National Bank plus fifteen (15) percents.
- 3.7. If the Purchaser fails to pay the amount of the invoice until the due date of the invoice to the Seller, the Seller charges late payment interest from the due date. If the Purchaser is obliged to pay the amount of the

TiKEM HUNGARY KFT.

2536 Nyergesújfalu Vadkörtefa U 1/B 2/1.

T/F +3633 445806 T+3670 4280556

Email: info@tikemhungary.hu Web: www.tikemhungary.hu

Cégjegyzékszám: 11-09-011354 Adószám: 13655624-2-11

CIB Bank Zrt. Bankszámlaszám: (IBAN) HU14 1070 0361 6893 9638 5110 0005

invoice in euro, the rate of the late payment interest is equal to the effective base rate, established by the European Central Bank plus seventeen (17) percents.

4. Delay of the Purchaser

- 4.1. If the Purchaser falls into delay with its payment obligation or any other contractual obligation, the Seller - upon its choice - is entitled to
 - 4.1.1. suspend the performance of its obligations to the Purchaser until the Purchaser fulfills its payment or other obligation;
 - 4.1.2. extend the delivery deadline;
 - 4.1.3. immediately demand the entire amount of the unpaid purchase price;
 - 4.1.4. charge late payment interest, defined in Section 3.7 and 3.8 until the payment of the entire amount of the purchase price;
 - 4.1.5. terminate the agreement of the Seller and the Purchaser.
- 4.2. The Seller is entitled to exercise its rights contained in Section 4.1 simultaneously.

5. The packaging of the products

The Seller ensures that the packaging of the product is adequate, and appropriate to preserve the quality of the product. If the Purchaser, while examining the product detects that the packaging of the products is defective to such an extent that the packaging of the product is unsuitable to preserve the quality of the product, the Purchaser is obliged to notify the Seller regarding this fact without any delay. If the Purchaser fails to comply with this provision, any damage arising from the Purchaser's failure shall be borne by the Purchaser.

6. Performance, transfer of risk

- 6.1. The Purchaser shall receive the product in the place established by the Seller and on the day established by the Seller. By the receipt of the product by the Purchaser, all risk relating to the product is transferred to the Purchaser.
- 6.2. If the Seller is obliged to deliver the product to the Purchaser, the Seller is entitled to choose the manner of delivery of the product to the Purchaser.
- 6.3. If the Seller delivers the product to the Purchaser via courier or carrier, the risk relating to the product is transferred to the Purchaser on the day, when the product is handed over to the courier or carrier by the Seller.
- 6.4. In respect of the delivery of the product, the Seller is entitled to partial delivery or pre-delivery. The Purchaser is obliged to receive the partial delivery or the pre-delivery.
- 6.5. If the Purchaser, for any reason, refuses to receive the product, or unduly delays the receipt of the product, any damage or additional costs arising from this fact, shall be borne by the Purchaser.

7. The Purchaser's obligation of examination

- 7.1. The Purchaser is obliged to examine the product after its receipt, without any delay. If appropriate, the Purchaser is also obliged to examine the contents of the product after its receipt, without any delay.
- 7.2. If the Purchaser has any complaint regarding the quality or quantity of the product, the Purchaser is obliged to send its complaint to the Seller in writing without any delay.
- 7.3. In case of quality complaint, the Purchaser is only entitled to return the product to the Seller with the express written consent of the Seller.

8. Delay of the Seller

- 8.1. The Seller is not liable for the delayed delivery of the product to the Seller if the delay of the Seller is caused by:
- 8.1.1. unforeseen (vis major) event, thus, including but not limited to strikes and labor disputes, riots, or measures of the authorities;
 - 8.1.2. the delay of the Seller's subcontractor;
 - 8.1.3. the product's absence on the market;
 - 8.1.4. the absence of the product's raw material on the market;
 - 8.1.5. the delay of the carrier (courier) of the Seller;
 - 8.1.6. any misconduct of the Purchaser.

9. The Purchaser's quality or quantity complaint

- 9.1. If the Purchaser may have any complaint regarding the quantity or quality of the product, the Purchaser shall notify the Seller regarding the complaint in writing. The Purchaser shall indicate the followings in its complaint: the name of the product; the date of receipt of the product by the Purchaser; and if the product was delivered via courier or carrier, the shipping information of the product. In case of quality complaint, the Purchaser shall ensure that the Seller or its representative is able to examine the concerned product and its content and to take a sample from the concerned product.
- 9.2. The Purchaser shall only enforce its claim in respect of quality complaint, if the Purchaser notified the Seller regarding the defect of the product without any delay in writing, after the defect was discovered by the Purchaser.

10. Guarantee, limitation and exclusion of liability

- 10.1. The Seller guarantees that the all relevant technical details of the product comply with the specification, agreed by the Seller and the Purchaser. The Seller - except the cases when the mandatory provisions of the applicable legislative acts apply - does not provide any further guarantee or warranty in respect of the product, expressly or by implicit conduct.
- 10.2. In case of the Seller's default or non-contractual performance, the Seller - except the cases when the mandatory provisions of the applicable legislative acts apply - excludes its liability arising from this fact, and the Seller excludes its liability for the damages, collateral damages, lost income, and any substantial loss of production of the Purchaser arising from the Seller's default or non-contractual performance. The Seller's liability for damages is limited to the amount of purchase price of the delivered product concerned with the damage.
- 10.3. In case the product's usability decreased or the product became unusable on account of the storing method, applied by the Purchaser, the Purchaser shall solely bear all damages, and collateral damages arising from this fact.

11. Right to ship back

If the Purchaser - for any reason - fails to pay the amount of the invoice issued by the Seller until the due date of the invoice, the Seller is entitled to ship the product back from the Purchaser. Any damages and costs arising in relation to the shipping back of the product by the Seller shall be borne by the Purchaser. The Purchaser is obliged to accept the shipping back of the product by the Seller and shall not take any measures to prevent the Seller from shipping the product back.

12. Confidentiality

The Purchaser shall handle all fact, information, data or solution relating to the Seller confidentially during the legal relationship of the Seller and the Purchaser. This obligation of the Purchaser shall remain after the legal relationship of the Seller and the Purchaser is terminated.

13. Applicable law

- 13.1. The Hungarian law, thus, especially the provisions of Act V of 2013 on the Hungarian Civil Code shall apply to all legal relationships, agreements of the Seller and the Purchaser and to this General Terms and Conditions.
- 13.2. The provisions of the Hungarian Act X of 1993 on product liability shall apply to the damages caused by the product delivered by the Seller to the Purchaser.
- 13.3. The collision norms of the Hungarian law shall not apply to any legal relationships, agreements of the Seller and the Purchaser and to this General Terms and Conditions.
- 13.4. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the effective INCOTERMS rules shall not apply to any legal relationships, agreements of the Seller and the Purchaser and to this General Terms and Conditions.

14. Dispute resolution

- 14.1. The Seller and the Purchaser shall resolve all disputes arising from the legal relationships, agreements of the Seller and the Purchaser and this General Terms and Conditions in an amicable manner.
- 14.2. If the Seller and the Purchaser are unable to resolve their dispute in an amicable manner within fifteen (15) days, the Hungarian ordinary courts shall have exclusive jurisdiction to the dispute of the Seller and the Purchaser.
- 14.3. The Esztergom Municipal Court and the Tatabánya Tribunal shall have exclusive jurisdiction to the dispute of the Seller and the Purchaser, arising from the legal relationships, agreements of the Seller and the Purchaser and this General Terms and Conditions.

15. Severability clause

If any provision of the present General Terms and Conditions is invalid, ineffective or unenforceable, this fact shall have no effect on the validity, effectiveness or enforceability of the remaining provisions of the present General Terms and Conditions.

16. Miscellaneous and closing provisions

- 16.1. This General Terms and Conditions was issued in Hungarian and English language. In case of any dispute, the Hungarian version shall apply.
- 16.2. The Seller reserves all rights to modify the prices contained in its offers and publications, to modify technical descriptions, and to correct misprints.