

ARTICLE 1 – GENERAL

These General Terms and Conditions of Sale (“Conditions”) govern the offering, sale and delivery of all goods and/or services (hereinafter jointly referred to as the “Good(s)”) from or on behalf of [Numil Hungary Kft., 1134 Budapest, Róbert K. krt. 82-84., Hungary] (“Company”), to customer (“Customer”) and apply to all transactions between Company and Customer.

Company explicitly rejects the applicability of any general terms and conditions of Customer. Furthermore, the Conditions supersede any and all terms of prior oral and written quotations, communications, agreements and understandings of the parties in respect of the sale and delivery of the Goods and shall apply in preference to and supersede any and all terms and conditions of any order placed by Customer and any other terms and conditions submitted by Customer. Any communication or conduct of Customer which confirms an agreement for the delivery of Goods by Company, as well as acceptance by Customer of any delivery of Goods from Company shall constitute an unqualified acceptance by Customer of the Conditions.

Company reserves the right to amend the Conditions at any time. Company will notify Customer of any such amendments by sending the amended Conditions to Customer. The amended Conditions will take effect on the date of notification of these amendments. The amended Conditions shall apply to all transactions concluded between Customer and Company after the date of such notification.

ARTICLE 2 – QUOTATIONS - ORDERS

All quotations or price lists given by the Company are invitations to treat. Unless stated otherwise by Company, quotations made by Company in whatever form are not binding to Company and merely constitute an invitation to Customer to place an order. All quotations issued by Company are revocable and subject to change without notice. Orders are not binding until accepted by Company in writing (the “Confirmed Order”).

The Company reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or statutory requirements.

ARTICLE 3 – PRICES

Prices and currencies of Company’s Goods are as set out the Confirmed Order. The parties conclude the Contract by signing the order with the terms and conditions agreed by the parties. Unless otherwise agreed, Company’s prices include standard packaging but do not include Value Added Tax or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Goods or the delivery thereof (“Taxes”). The amount of any Taxes levied in connection with the sale of Goods to Customer shall be for Customer’s account and shall either be added to each invoice or separately invoiced by Company to Customer.

Unless the prices have been indicated as firm by Company in the Confirmed Order, Company is entitled to increase the price of the Goods still to be delivered if the cost price determining factors have been subject to an increase. These factors include but are not limited to: raw and auxiliary materials, energy, goods obtained by Company from third parties, social security contributions, governmental charges, freight costs and insurance premiums. Company shall notify Customer of such increase which shall not exceed the increase in the determining cost factors.

ARTICLE 4 – PAYMENT TERM

Unless provided otherwise in the Contract, payment for the invoices shall be received by Company within 30 (thirty) days following the date of Company’s invoice. All payments shall be made without any deduction on account of any Taxes and free of set-off or other counterclaims except for set-offs with uncontested and/or enforceable counterclaims.

With regard to payment for the Goods, time is of the essence. Company may, without prejudice to any other rights of Company, charge interest on any overdue payment at the highest rate permitted by local law per annum from

the due date computed on a daily basis until all outstanding amounts are paid in full.

Any complaint with respect to the invoice must be notified to Company in writing within 20 (twenty) days after the date of invoice. Thereafter, Customer shall be deemed to have approved the invoice.

ARTICLE 5 – DELIVERY AND ACCEPTANCE

Unless stated otherwise in the Contract or Confirmed Order, all deliveries of Goods shall be [Exw Budapest] place of destination, as that term is defined in the latest version of INCOTERMS published by the ICC in Paris, France, at the time of the Confirmed Order.

Unless stated otherwise in the Confirmed Order, any times or dates for delivery by Company are estimates and shall not be of the essence. Company is entitled to deliver the Goods as stated in the Confirmed Order in parts and to invoice separately. Delay in delivery of any Goods shall not relieve Customer of its obligation to accept delivery thereof, unless Customer cannot reasonably be expected to accept such late delivery. Customer shall be obliged to accept the Goods and pay the rate specified in Company’s the Confirmed Order for the quantity of Goods delivered by Company.

ARTICLE 6 – TRANSFER OF RISK AND PROPERTY

Risk in the Goods shall pass to the Customer at the time of delivery, or if the Customer wrongfully fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods.

The title to the Goods shall not pass to Customer and full legal and beneficial ownership of the Goods shall remain with Company unless and until Company has received payment in full for the Goods, including costs such as interest, charges, expenses etc.

ARTICLE 7 – WARRANTIES AND LIABILITY

Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by the laws of the country where Company has its place of business, are excluded to the fullest extent permitted by those laws.

Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specifications shall (whether or not delivery is refused by the Customer) be notified to the Company within two working days from the date of delivery. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

Where any valid claim in respect of any of the Goods which is based on any such defect or failure is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods free of charge, or, at the Company’s sole discretion, to refund to the Customer the price of the Goods (or a proportionate part of the price) but the Company shall have no further liability to the Customer.

Where an invalid claim is made in respect of any of the Goods, which results in the Customer’s wrongful non-acceptance or rejection of the Goods, the Company shall be entitled to recover the price of such Goods from the Customer if the Goods cannot be resold or fifty percent of the price if the Goods can be resold. This is in addition to any other damages caused.

Except in respect of any damage caused deliberately or of death or personal injury or health damage caused by the Company the Company shall not be liable to the Customer by reason of any representation of any implied warranty, condition or other term or any duty at common law or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the

supply of the Goods or their use or re-sale by the Customer, except as expressly provided in these Conditions.

ARTICLE 8 – INTERFERENCE WITH MARKINGS

The Customer shall not alter, obscure, remove, conceal or otherwise interfere with any markings, warnings, instructions or information placed by the Company on the Goods or with their labeling and packaging. The Customer will use its best efforts to procure that retail customers are notified of this term and comply fully with it.

ARTICLE 9 – SUSPENSION AND TERMINATION

If Customer is in default of performance of its obligations towards Company and fails to provide to Company adequate assurance of Customer’s performance before the date of scheduled delivery; or if Customer becomes insolvent or unable to pay its debts as they mature, or goes into liquidation or any bankruptcy proceeding shall be instituted by or against Customer or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of Customer or if Customer enters into a deed of arrangement or makes any assignment for the benefit of its creditors, then Company may by notice in writing forthwith, without prejudice to any of its other rights:

- (i) demand return and take repossession of any delivered Goods which have not been paid for and all costs relating to the recovery of the Goods shall be for the account of Customer; and/or
- (ii) suspend its performance or terminate Company’s Confirmation for pending delivery of Goods unless Customer makes such payment for Goods on a cash in advance basis or provides adequate assurance of such payment for Goods to Company; and/or
- (iii) terminate the Contract.

In any such event of Article 9 all outstanding claims of Company shall become due and payable immediately with respect to the Goods delivered to Customer and not repossessed by Company.

ARTICLE 10 – TRACEABILITY

For the purpose of food safety and traceability of the Goods, the Customer shall have such systems and procedures (“Books and Records”) that are easily accessible showing the identity of the purchaser to which the Customer has supplied the Goods, the date at which the Goods were sold and delivered and the place of delivery.

To that effect the Books and Records shall contain, but not be limited to, the following details of such a purchaser:

- the full name of the purchaser and if the purchaser is a legal person, its legal form;
- the full address of the purchaser, including the street in and the number at which the purchaser is located;
- located as well as the postal address;
- the city and country in which the purchaser is located;
- the telephone number of the purchaser; and
- the email address of the purchaser.

The Customer shall ensure that all Goods sold to a purchaser shall at all times be accompanied by documentation or information that identifies the Customer as the business that has sold the Goods to the purchaser as well as the date at which the Customer sold and delivered the Goods to the purchaser.

The Books and Records shall be open at all times to inspection and audit by the Company or its duly authorised agent or representative who shall be entitled to make copies of or extracts from the same in case the Company has a reason to believe that Goods supplied by the Company are not in compliance with Food Safety requirements.

On reasonable demand and upon forty eight hours written notice the Company or its duly authorised agent or representative may inspect and audit the premises of the Customer and the Books and Records to make sure that the Customer complies with all laws and requirements regarding food safety.

ARTICLE 11 – MARKET DEVELOPMENT

The Customer shall use its best efforts to assist the Company in developing the market for and promoting the distribution and sale of the Goods in the territory and to that

fect the Customer shall follow the reasonable instructions of the Company.

The Customer shall not directly or indirectly sell the Goods, without the prior written consent of the Company, to any person who is located outside of the countries belonging to the EEA or to any person who the Customer knows or should have known, based on the circumstances, will or may attempt to directly or indirectly export outside the EEA such Goods for resale.

ARTICLE 12 – QUALITY OF PERFORMANCE

The sale of the Goods by the Customer shall be performed in accordance with the Contract and shall be executed with reasonable care and skill by such persons as the Company and the Customer may agree upon or, in the absence of such agreement, by properly qualified and experienced persons in accordance with industry standards.

On selling the Goods the Customer shall at all times observe and comply with all reasonable directions of the Company as to the means and manner in which they are sold and with all guidelines and policies of the Company which may from time to time be applicable and which are notified by the Company to the Customer.

The Customer shall in respect of all Goods it has sold provide such services which are necessary or desirable to comply with the requirements of the Contract, as well as such services as are not specifically referred to in the Contract but which are necessary or desirable in order to meet those requirements and any other services as the Company and the Customer may jointly agree upon.

ARTICLE 13 - INTELLECTUAL PROPERTY RIGHTS

The Company is either the proprietor or the licensee of the Intellectual Property Rights and in any material for commercial communication of the Company. "Intellectual Property Rights" means the intellectual property rights such as (but not limited to) trade marks, designs, patents and copyright, whether registered or not, which subsist in the Goods.

All use of the Intellectual Property Rights shall be for the benefit of the Company and any goodwill arising from the use of the Intellectual Property Rights shall accrue to the Company.

Nothing contained in these Conditions shall entitle the Customer to use the Intellectual Property Rights as part of any corporate business or trading name or style of the Customer.

Company has not verified the possible existence of third party intellectual property rights which might be infringed as a consequence of the sale and/or delivery of the Goods and Company does not warrant that the sale or use of the Goods does not infringe the rights of any third party.

The Customer shall as soon as it becomes aware thereof give the Seller reasonably ascertainable particulars in writing of any applications to register intellectual property which might conflict or be confused with the Intellectual Property Rights, or use or proposed use (including unauthorised distribution) by any other person of the Intellectual Property Rights which amounts or might amount either to infringement of the Intellectual Property Rights, passing off or unfair competition (whether suspected, threatened or actual).

If the Customer becomes aware that any other person alleges that the Intellectual Property Rights is invalid or that use of the Intellectual Property Rights infringes any rights of any other party or that the Intellectual Property Rights is otherwise attacked or challenged, it shall promptly give the Company reasonably ascertainable particulars in writing thereof and shall make no comment or admission to any third party in respect thereof.

The Company has the sole and exclusive conduct of all proceedings relating to the Intellectual Property Rights and shall decide what action to take in respect of any opposition,

infringement or alleged infringement of the Intellectual Property Rights, passing-off or unfair competition or any other claim or counterclaim brought or threatened in respect of the use or registration of the Intellectual Property Rights.

ARTICLE 14 - FORCE MAJEURE

Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, orders or decrees of any court or administration, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, slowdown, labor disturbances, difficulty in obtaining necessary labor or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in goods supplied by suppliers or subcontractors ("Force Majeure").

ARTICLE 15 - APPLICABLE LAW - JURISDICTION

The Contract shall be governed by the laws of the country where Company has its registered office, without regard to the conflict of laws provisions thereof. In case of any dispute the Hungarian Courts shall have exclusive jurisdiction over the legal dispute of the parties.

The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) shall not apply.

The parties agree that any suits, actions or proceedings that may be instituted by any party shall be initiated exclusively before the competent courts having jurisdiction over Company's place of business without restricting any rights of appeal and without prejudice to Company's right to submit the matter to any other competent court.

ARTICLE 16 – MISCELLANEOUS

The Customer may not assign, transfer, subcontract (or deal in any other manner with) any of its rights or obligations under the Contract without the prior written agreement of Company.

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

Nothing in these Conditions shall be construed to constitute the parties hereto as partners or as joint ventures or to construe either party as the Agent for the other.

No variations to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Company and the Customer.