

## General Terms and Conditions

### Stanctechnik Kötészeti Kft.

Registered office: 1047 Budapest, Baross utca 11-15.

Production site: 1047 Budapest, Baross utca 11-15.

Tax number: 12233142-2-41

Company registration number: 01-09-936329

Bank account number: 10104105-19910500-01531005

Represented by: Katalin Joóné Vass, managing director, Contact: koteszet@stanckoteszet.eu as

Contractor:

undertakes the production of literary works, volumes, periodicals, using various binding processes, and surface finishing operations for the production of books, periodicals and other publications with a specified technical content, as well as advertising and corporate identity elements and packaging materials, by processing the prints, semi-finished products or raw materials supplied to it.

### Establishment of a contractual relationship

On the basis of this framework agreement, a contractual relationship is established between Companies, organizations, private individuals etc. hereinafter referred to as the Customer and the Contractor on the basis of the issue and acceptance of an ad hoc or regular purchase order.

### The obligations arising from the contractual relationship

*The Customer undertakes to:*

order the work in writing (or by sending an e-mail to koteszet@stanckoteszet.eu, the contact address provided by the Parties), and shall inform the Contractor in the purchase order of the precise, professional description of the technical content of the work to be performed and the materials to be supplied, the quantities, any special, unique, non-standard requirements for the product; acceptance of the quotation received for the work to be ordered; the requested completion deadline and the date of supply of the materials to be processed.

quantitatively take over and remove the product at the place of performance within 48 hours of notification of completion. confirm receipt by signing and stamping the delivery note.

ACCEPT THE PRODUCT IN TERMS OF QUALITY WITHIN 8 DAYS OF THE DATE OF QUANTITATIVE TAKE-OVER OR THE DEADLINE FOR QUANTITATIVE TAKE-OVER, AND SEND ANY QUALITY COMMENTS RECORDED IN A REPORT TO THE CONTRACTOR WITHIN 15 DAYS OF THE DATE OF QUANTITATIVE TAKE-OVER OR THE DEADLINE FOR QUANTITATIVE TAKE-OVER.

pay the Contractor for the work ordered and carried out by the Contractor in accordance with the agreement.

*The Customer accepts that:*

THE DELIVERY OF PRINTS, SEMI-FINISHED PRODUCTS, RAW MATERIALS DELIVERED FOR THE PERFORMANCE OF THE ORDER SHALL CONSTITUTE A DECLARATION TO THE CONTRACTOR TO THAT EFFECT:

THAT IT IS FAMILIAR WITH THE TECHNICAL PRODUCTION DATA OF THE CONTRACTOR'S PRODUCTION EQUIPMENT, THE POSSIBLE OPERATIONS THAT CAN BE CARRIED OUT ON IT, THE EXPECTED QUALITY OF THE PRODUCT TO BE MANUFACTURED;

THAT THE QUANTITY OF THE MATERIALS SUPPLIED ARE IN ACCORDANCE WITH THE DATA IN THE DELIVERY DOCUMENT AND THEIR QUALITY WITH THE RELEVANT STANDARDS;

THAT THEIR TECHNICAL CONDITION ALLOWS THEM TO BE PROCESSED TO A SATISFACTORY QUALITY ON THE CONTRACTOR'S PRODUCTION EQUIPMENT USING THE MATERIALS GENERALLY APPLIED, WITHOUT ADDITIONAL COST OR LOSS OF OUTPUT.

*The Contractor undertakes to:*

ensure the completion time requested by the Customer in normal working hours, and taking into account the technologically required minimum time;

The purchase order, and the parameters and deadlines described therein, shall be deemed accepted by the Contractor only if confirmed in writing;

THE DELIVERY DATE AGREED BY THE PARTIES MAY BE MODIFIED IN THE EVENT OF A CHANGE (DELAY) IN THE SUPPLY OF THE MATERIAL TO BE PROCESSED;

carry out the work undertaken in accordance with the samples provided by the Customer to the Contractor and/or in accordance with the technical conditions set out in the purchase order. The Contractor shall remain liable for hidden defects after acceptance of the work;

ACCEPT THE MATERIAL SUPPLIED FOR PROCESSING IN TERMS OF QUANTITY AND QUALITY AT THE START OF PRODUCTION, AND IMMEDIATELY NOTIFY THE CUSTOMER OF ANY DEFECTS THAT PREVENT THE PRODUCTION OF A PRODUCT THAT FULLY MEETS THE QUALITY STANDARD.

IN THE EVENT OF A PROBLEM, SUSPEND PRODUCTION IF REQUESTED UNTIL A REPRESENTATIVE ARRIVES.

IN THIS CASE THE SUBCONTRACTOR IS ENTITLED TO INVOICE FOR MORE THAN 1 (ONE) HOUR OF DOWNTIME AND RELATED COSTS;

immediately inform the Customer orally of the completion of the work undertaken, indicating the time when the products can be collected, taking into account the time necessary for the products to rest;

The Contractor shall carry out the work at its own expense, and the Customer shall not be obliged to advance the costs. The Contractor shall claim its costs from the Customer in the Contractor's fee.

Delivery conditions, packaging disposition

PARITY OF PERFORMANCE BY THE CONTRACTOR (PLACE OF TRANSFER/ACCEPTANCE OF RESPONSIBILITY FOR COSTS AND LIABILITIES), THE PREMISES AT 1047 BP. BAROSS UTCA 11-15;

The Customer shall specify the disposition of packaging and delivery preparation in the purchase order or its annex;

Pallets and covers, cassettes, cartons and labels provided by the Customer will be used for packaging the finished goods. The Contractor shall provide edge protectors, protective and shrink films, strapping materials.

### **Terms of payment**

The Contractor shall prepare a „Price Quotation” for the execution of the work in response to a written request for a quotation or purchase order specifying all specific technical and delivery conditions. The price quotation shall also set out its period of validity. The issue of a price quotation does not imply an automatic obligation to complete the work at any time; the date of completion shall be included in the order confirmation.

The payment deadline for the work performed is the time of completion. The Contractor and the Customer may agree on a different deadline to be indicated on the invoice;

Payment is typically made by bank transfer, but for amounts below HUF 30,000 incl. VAT, cash payment is accepted by agreement.

IN THE EVENT OF LATE PAYMENT, THE CONTRACTOR SHALL, IN ACCORDANCE WITH SECTION 6:155 (1) OF THE CIVIL CODE, BE ENTITLED TO DEFAULT INTEREST FOR THE UNPAID AMOUNT CALCULATED BY CALENDAR DAYS EQUALLING THE DOUBLE OF THE BASE RATE OF THE MAGYAR NEMZETI BANK VALID ON THE FIRST DAY OF THE HALF OF THE CALENDAR YEAR SUBJECT TO THE DELAY OR, IN THE EVENT OF FOREIGN CURRENCY, TO DEFAULT INTEREST EQUALLING THE BASE RATE FOR THE CURRENCY CONCERNED PLUS 8 PER CENT.

### **Other conditions**

The consequences suffered by the Customer for exceeding the (confirmed) deadline for performance due to the Contractor’s fault and not accepted by the Customer shall be borne by the Contractor;

THE CUSTOMER SHALL BE ENTITLED TO CANCEL THE PURCHASE ORDER WITHOUT PAYING A CANCELLATION FEE BEFORE THE SUPPLY OF THE MATERIALS TO BE PROCESSED, IF THE ACCEPTANCE OF THE MATERIALS SUPPLIED HAS NOT STARTED AND THE CONTRACTOR HAS NOT YET CARRIED OUT ANY OPERATIONS ON THEM;

It follows from the above that a condition for the time limit obligation to enter into force regarding the Contractor shall be:

meeting the agreed supply deadline for the total quantity of the materials to be processed;

the agreed quality of the materials supplied.

In the event of a serious defect identified during the qualitative acceptance of the work carried out, the Customer shall be entitled to: refuse acceptance or accept delivery on the basis of a mutual agreement for a reduced fee.

THE CONTRACTOR LIMITS ITS OBLIGATION FOR WARRANTY AND LIABILITY FOR BREACH OF CONTRACT TO THE VALUE OF THE WORK UNDERTAKEN;

The Customer shall be entitled to view the various stages of the processing of the materials supplied and to be present at the start-up of the machines. The Contractor shall, if requested, inform the Customer at the latest after the final production programme has been drawn up, at least by telephone, of the time of the start-up of the machine, but shall not be obliged to change its production programme in order to meet this request;

In the event of a quality complaint, the Contractor shall be entitled to know without any doubt: the exact technical and delivery content and data of the complaint; the extent of the defect regarding the individual copies and the entire lot; the effect of the defect on the utility and aesthetic value of the lot; to inspect all the copies complained of and to have them repaired on its premises; to consider copies not submitted for inspection and/or repair as free of defects.

In the event of compensation, the Contractor shall be liable up to the value of the work it has carried out.

THE CONTRACTOR SHALL BE ENTITLED TO USE SUBCONTRACTORS TO CARRY OUT THE WORK UNDERTAKEN.

THE CONTRACTOR IS ENTITLED TO STIPULATE THAT:

THE PRINTS SUBMITTED FOR BINDING MUST BEAR THE COLLATION MARKS REQUIRED BY THE STANDARD, FAILING WHICH THE CONTRACTOR CANNOT BE HELD RESPONSIBLE FOR PROBLEMS RESULTING FROM INCORRECT SEQUENCING;

IN THE EVENT OF A RISK OF INK OFFSET DUE TO THE LACK OF PROPER RESTING AND DRYING OF THE PRINTS, THE CONTRACTOR MAY, AT ITS DISCRETION, DELAY THE WORK IN ITS PRODUCTION PROGRAMME IN ORDER TO GIVE PRIORITY TO THE QUALITY OF THE PRODUCT. ANY RESULTING DELAY SHALL NOT BE CONSIDERED AS IMPROPER PERFORMANCE OF THE CONTRACT;

NO QUALITY COMPLAINT CAN BE MADE FOR WAVINESS OR SMALL DENTS ON THE PRODUCT IF THE COVER, THE FLYLEAF OR THE INSIDE PAGES ARE NOT PRINTED ON PAPER WITH THE RIGHT GRAIN FOR THE TYPE OF PRODUCT;

THE CUSTOMER WAIVES ITS RIGHT TO QUALITY COMPLAINTS IF IT COLLECTS THE PUBLICATIONS FROM THE PRODUCTION HALL BEFORE THE REQUIRED RESTING TIME (MIN. 24 HOURS FOR HARDCOVER BOOKS AND PUR BOUND PUBLICATIONS);

IN THE CASE OF HARDCOVER BOOKS, IN THE ABSENCE OF A REQUIREMENT FOR SPINE SHAPE, THE SHAPE OF THE SPINE SHALL BE DETERMINED BY THE BINDING FOREMAN, ACCORDING TO HIS PROFESSIONAL AND AESTHETIC JUDGEMENT.

The standard performance deadline for an average number of copies is calculated from the date of full supply of the materials to be processed:

8-10 working days for hardcover books (with necessary resting); 3-5 working days for perfect bound publications (with necessary resting); 24-48 hours for surface finishing.

The parties agree that neither party shall be considered in breach of contract and shall not be liable to pay damages to the other party if a „force majeure” occurs and prevents either party from performing its contractual obligations.

This framework contract and the individual contracts shall be governed by Hungarian law. The parties agree to resolve any problems arising within the duration of the contract by negotiation.

IN THE EVENT THAT THE PARTIES CANNOT AGREE ON THE ISSUE OF THE QUALITY COMPLAINT, THEY SHALL SUBJECT TO THE OPINION OF THE EXPERT RECOMMENDED BY THE HUNGARIAN PRINTING ASSOCIATION AND JOINTLY APPOINTED BY THEM.

If the Parties are unable to reach a negotiated settlement of any dispute that has arisen, the ordinary civil court shall have jurisdiction over the dispute between them.