

GENERAL DELIVERY TERMS AND CONDITIONS (GDTCs)

1. The objective and subject matter of the GDTCs

These GDTCs are issued by Marosport Kft. in their capacity as a wholesale Supplier. The objective is to ensure that the terms and conditions of continuous cooperation between and among Marosport Kft and their retail partner Customers are documented in a uniform structure. Thus, the subject matter of these GDTCs concerns each and every transaction that was concluded by and between the parties under these GDTCs, irrespective of the fact whether the parties specifically discussed these GDTCs upon the closing of individual transactions.

2. Prices

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

3. Orders and confirmations

- 3.1. Orders placed by the Customer during product demonstrations (that are organised by the Supplier generally 4-8 months before the forthcoming season) will be regarded by the parties as pre-orders. Seasons mean periods from 1 January to 30 June and from 1 July to 31 December. Once placed, pre-orders are irrevocable and are regarded as mandatory orders.
- 3.2. In case of pre-orders the delivery deadline is determined on the written order, by specifying a definite period.
- 3.3. Once signed by the Supplier, the pre-orders of the Customer will become binding on the Supplier. At least two (2) months before the period specified as a delivery deadline, the Supplier must make a written statement about the confirmation of the specific pre-order. Until the actual fulfilment of the order, the Supplier reserves the right to amend prices because of changes in exchange rates. The Supplier will inform the Customer about the parameters of exchange rate monitoring in the price lists to be published during the pre-order period.
- 3.4. Regarding any possible amendments, the Customer has the right to raise objections within 15 days following confirmation by the Supplier. Otherwise, the parties will regard the confirmation as accepted.
- 3.5. The Customer hereby acknowledges that in case a maximum of 15% of the confirmed order for a specific brand is not delivered by the Supplier, this cannot be regarded as the breach of their agreement.
- 3.6. Orders placed by the Customer in addition to pre-orders will be regarded by the parties as mid-season orders. The Parties agree to determine the deadlines for the confirmation and the delivery of mid-season orders on a case-by-case basis.

4. Delivery deadline

- 4.1. The delivery deadline obliges the Supplier to deliver in line with the period specified in the approved confirmation of the order. Furthermore, the Customer is obliged to make sure that the goods can be received at any time during the delivery period, within eight (8) days of receiving the

Supplier's notification. The specific party the fault of which caused the delay, will be responsible and face the legal consequences arising from the delayed hand over –take over of the goods.

- 4.2. Delivery deadlines apply to the date/time of the goods transferred to the Customer by either the Supplier or the delivery service provider partner of the Supplier.
- 4.3. The Supplier does not accept any responsibility for delays in delivery and/or performance that were caused by a force majeure.
- 4.4. The Supplier has the right to deliver partial consignments and the Customer is obliged to accept such partial consignments.

5. The receipt of goods

- 5.1. In case of pre-ordered goods and orders with a net value over HUF 100,000, the place of the goods' receipt is the site of the Customer. The Supplier undertakes to deliver these goods to the Customer's site at its own expense. In case of mid-season orders with a net value under HUF 100,000 or in case of purchasing from the warehouse, the place of the good's receipt is the wholesale warehouse of the Supplier.
- 5.2. Once pre-ordered goods, or a part thereof are ready for delivery, the Supplier will notify the Customer in line with section 4.1. If so requested by the Customer, the Supplier will provide, on an item-by-item basis, the ID code, colour, size and quantity of goods to be received. The exact delivery date and time will be agreed upon by the representatives of the Supplier and the Customer. The Customer is obliged to provide a date/time that is within 8 days from the date of notification.
- 5.3. By either affixing their stamp and signature to the supplier's copy of the invoice or by signing the receipt document of the delivery service provider, the Customer is supposed to verify that the goods were received.
- 5.4. Upon or after the completion of delivery, the Customer may file possible complaints regarding quantities and/or amounts in the invoice issued by the Supplier only in writing, within no more than 48 hours following the completion of the hand over – take over procedure. In case no such complaint is lodged, the invoice must be regarded as accepted.
- 5.5. Within 7 calendar days following the receipt of the goods, the Customer may report to the Supplier any possible quality complaints, afterwards, however, there is no room for any such complaint.

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

6. Payment

- 6.1. A payment can be deemed to have been effected only if the amount is either credited to the Supplier's bank account or paid in their cash office.
- 6.2. Irrespective of legal title and the bank account number referred to by the Customer when effecting payment, the Customer acknowledges that such payments will always be used by the Supplier to settle invoices according to the chronological order of their issue (i.e. any payment received will be used to settle the oldest outstanding invoice).
- 6.3. The parties may use offsetting only in case there is a prior written agreement in place between them to this effect.

7. Warranty

Regarding goods and products affected by these GDTCs, the parties will meet their respective warranty rights and obligations in line with pertinent legislation in force.

8. Terms and conditions

Any possible covenants, discounts and/or payment terms and conditions – if relevant – that are not stipulated herein, will be governed by a Supplementary Agreement to be signed by the parties as an amendment to these GDTCs. In case no such agreement exists, invoicing is based on the current price list of the Supplier, payment is effected in cash.

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

- 9.1 The Customer accepts responsibility for selling the goods only in Hungarian retail trade and for not transferring the goods purchased to other resellers or related businesses without the express written approval of the Supplier. In case the Customer fails to meet this obligation, it will compensate the Supplier for any and all damage caused by this failure. In addition, the Supplier becomes entitled to terminate any and all legal and contractual relationship with the Customer with immediate effect. In case it is the request of the Customer to deliver the goods not to their final sales destination but to a dispatch / allocation centre, prior to their delivery the Customer must send to the Supplier an exhaustive list of the sales points where the goods will be released into the actual course of trade (by outlining the goods and their quantity to be forwarded to the individual sales points).
- 9.2 In case of an intention to re-sell the goods over the Internet, it is necessary to obtain the prior approval of the Supplier. Prior to commencing activity, the Customer must demonstrate to the Supplier the presentation of the goods on the Internet based portal.
- 9.3 Warranty and guarantee obligations towards consumers regarding goods sold by the Customer in the framework of retail trade will be fulfilled by the Customer in line with applicable legislative requirements. The Customer will return goods affected by consumer complaints to the Supplier. The Supplier will assess these complaints and take the necessary measure (repair, replacement, indemnification).
- 9.4 In the course of discharging related activities, the Customer is obliged to increasingly protect and respect the rights of the Supplier and the Supplier's suppliers to all copyrights, trademarks, geographical indications and other protected intellectual rights. Trademarks associated with the goods can only be used in a form that is strictly identical with their registered form, and as approved

by the Supplier for use. Guidelines on use will be provided by the Supplier. The Supplier and the Supplier's suppliers reserve their rights to and in all goods related intellectual properties and trademarks and the Customer acknowledges that no provision in these GDTCs can be interpreted to convey any entitlement, either express or implied, to the goods.

10. Customer data, notification obligation

The Customer is obliged to provide the Supplier with their specific corporate data and the Supplier may manage them in line with legislative requirements. The Customer must notify the Supplier in writing when there is a change in their corporate data and/or major factors affecting the business activity of the Customer. The Customer acknowledges that based on changes in their data (provided they considerably and negatively affect their creditworthiness), the Supplier may withdraw, either partly or fully and even during the season, from the fulfilment of orders placed by the Customer and/or to withdraw any approval granted to the Customer for deferred payment in a Supplementary Agreement. The Supplier is specifically entitled to take these measures if it becomes aware that enforcement, bankruptcy proceedings were initiated against the Customer, or they were deleted from the company register or became insolvent.

11. The implications of the breach of agreement

11.1. Defaulting on payment

In case the Customer defaults on payment, the Supplier becomes entitled to charge default interest on the delinquent amount from the third day of such delinquency at a rate of the prevailing base rate (plus 8%) in effect on the first day of the six month calendar period affected by the default. In case the Customer's delay exceeds 30 days, the Supplier may declare all of their receivables from the Customer overdue, suspend delivering goods to the Customer, withdraw from delivery obligations or unilaterally freeze or decrease (either temporarily or permanently) any possible credit limit granted to the Customer. As a result of defaulting on payment, the Customer must tolerate and bear consequences arising from delayed delivery, in addition to facing up to any other consequences.

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

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

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

In case the delay in the receipt of the goods can be attributed to the Customer, the Supplier becomes entitled to charge penalty from the first day of the delay. The rate of penalty is half (0,5) per cent per day on the contractual value of goods affected by the delay. In case the delay in the

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

12. The Scope of these GDTCS

These GDTCS take effect on the day of execution by both parties. After having entered into force, these GDTCS will apply to and cover all future business contacts between the parties as long as and until they are withdrawn by the Supplier and the Customer is notified accordingly in writing. The Supplier is entitled to withdraw the GDTCS at any time and/or to issue new GDTCS instead. Mutatis mutandis, orders already placed by the Customer prior to receiving notification about withdrawal (together with the fulfilment and delivery season of these orders) will be covered by the GDTCS in effect upon the order's placement.

CLOSING PROVISIONS

13. Within the context of these GDTCS credible notifications will include registered mails, confirmed faxes and e-mail communication. Regarding registered mail, delivery will be considered as completed on the 5th days following mailing or (in case of confirmed faxes and e-mails) on the day of confirmation or on the next working day (provided the day of confirmation is not a working day).
14. These GDTCS represent the entire agreement of and between the parties and repeal any and all previous agreements, accords or measures (both verbal or written) reached or concluded by the parties regarding the subject matter of this agreement prior the first acceptance of these GDTCS by the Customer.
15. Deviations from the provisions of these GDTCS are only possible on the basis of a written agreement that was duly and officially executed by both parties.
16. In case any of the provisions of these GDTCS are declared invalid or can no longer be applied, the remaining provisions of the GDTCS will continue to remain in full force and effect. In such a case, the provision that was either declared invalid or otherwise unenforceable will need to be regarded amended in a manner that makes it possible to implement the intentions and the business and legal objectives of the parties that they aimed to achieve by the invalid or unenforceable provision.
17. Parties hereto agree to try to attempt to resolve any possible issues arising from these GDTCS in any amicable manner, out of court. These GDTCS are governed by current Hungarian substantive and procedural laws. Regarding the resolution of legal disputes that arise either from or in connection with these GDTCS, irrespective of the value of the subject matter of the dispute, the Parties submit themselves to the exclusive jurisdiction of the Court of the 2nd and 3rd district of Budapest or the Metropolitan General Court.

Dated in Budapest,

Representing the Customer.....

Representing the Supplier

The name of the Customer:		Customer code:	
The registered office of the Customer:		The tax number of the Customer:	
The bank account number of the Customer:		The company registration number of the Customer:	