

General Terms and Conditions
- hereinafter referred to as: GTC -

applicable to supply agreements concluded by

Henkel Magyarország Kft.

Seat: HU-1095 Budapest, Lechner Ödön fasor 10/b.

Tax number: 26201720-2-44

as supplier – hereinafter referred to as: SUPPLIER –

I. Content and subject of the GTC

1. Based on the GTC the SUPPLIER undertakes to provide the CLIENT with the products as defined in the individual orders and transfer the ownership of the said products to the CLIENT, while the CLIENT undertakes to take possession of the goods as per the agreement and pay the purchase price.
2. The GTC shall not result individual obligation of delivery. Individual obligation for delivery shall stem from the confirmation of orders.
3. SUPPLIER undertakes to provide CLIENT trading and technical counsel relating to the products covered by the GTC upon CLIENT's such request.
4. By mutual agreement Parties may extend the range of products covered by the GTC.
5. The composition and the design of the products are protected by industrial property rights within the authority of the Henkel Group and by competition law.

II. Warranty, Product safety

1. SUPPLIER shall warrant that the products comply with the laws. The SUPPLIER hereby declares that it has the official licences and certifications required for the distribution of the products, provided that it is prescribed by law, and will hand them over to the CLIENT, upon request.
2. On first delivery, SUPPLIER shall hand over the safety data sheet of the products to the CLIENT - provided it is mandatory for the

products - and shall inform CLIENT appropriately of any modifications on the safety data sheet. Forwarding safety data sheets and their modifications electronically, by e-mail shall also be deemed as handover thereof.

3. CLIENT declares that it has the respective licenses to accept and process products classified as hazardous substances or mixtures.
4. SUPPLIER shall explicitly warrant that the products being the subject of this GTC and the related intellectual work (trademarks, patents, etc.) are free of any third party rights that could hinder or limit the process of the products by CLIENT.

III. Order and confirmation, terms and conditions of delivery

1. In accordance with its actual needs, CLIENT shall place written orders to SUPPLIER. Orders shall include the specification of the required product by type and quantity and also place of delivery according to the individual supply contract. SUPPLIER shall confirm the order not later than within two working days from the receipt of the order. In the event of lack of confirmation the order shall be regarded as accepted except if the order differs from the terms and conditions set in this GTC or its appendices or in the individual contract between the parties. SUPPLIER's individual obligation on supply shall stem from the acceptance of the order as per above. An order already placed may not be withdrawn or the quantity may not be reduced by the CLIENT.

2. The CLIENT may not specify delivery conditions other than those agreed or any other delivery conditions which may result in additional costs or obligations for the Supplier. Such clauses shall be deemed to be not written unless expressly accepted by the Supplier. This clause shall also apply expressly, but not exclusively, to the CLIENT's general purchasing conditions.
3. Provided that the order was placed on a working day until 11 a.m. the goods shall be delivered on the 2nd working day counted from the time of the order receipt. For orders placed after 11 a.m. the time of the delivery shall be counted from the following day. Goods shall be received on working days between 8 am and 6 pm unless parties agreed on this differently.
4. Destination shall be CLIENT's site (place of delivery) agreed in the individual agreement.
5. The minimum order quantity shall be determined by separate agreement between the Parties.
6. SUPPLIER shall deliver the goods in the packaging units determined by it; therefore the orders should be placed accordingly.
7. CLIENT shall hand over empties with the same quality and quantity as the ones received with the delivered goods to the SUPPLIER's carrier at the time of acceptance of the goods. Parties shall indicate on the waybill the number of empties handed over. SUPPLIER may not accept such empties which quality is different from the ones of the original empties. If the CLIENT hands over less empties than it was delivered thereto, SUPPLIER shall invoice the respective margin together with the goods delivered. Under this point empty is particularly the pallet, which price is the price of the actual purchasing price of the SUPPLIER.

IV. Handover-acceptance

1. The CLIENT is responsible for unloading from the transport vehicle and for the loading of the empties to the vehicle. The quantitative acceptance of the products as

well as their qualitative acceptance with regard to visible defects shall take place during the unloading. SUPPLIER shall hand over the bills of freight to the CLIENT at the same time as the products are handed over.

2. CLIENT shall accept quantity and quality as per IV.1 in the presence of the carrier.
3. The acceptance of quantity shall be made considering the nature of the goods and in accordance with industrial practice by pallets, multipacks or number of items and/or weighing or in any other accepted manner.
4. The quality acceptance as per IV.1 shall mean the identification and inspection of visible defects of the products. The quality inspection shall be made in accordance with prevailing commercial practice.
5. Following the handover-acceptance of the products but prior to the carrier's departure, CLIENT shall sign the waybill in the presence of the carrier and may indicate possible objections on the waybill or in the minutes attached thereto. CLIENT's reservations of rights shall be invalid unless indicating its specific objections as described above. By signing the waybill with no objections indicated, CLIENT shall acknowledge to have received the goods completely and without any defects with regard to the provisions of IV.1.

V. Supplier's liability for damages

1. The following provisions shall apply to the compensation for damage caused by the SUPPLIER to the CLIENT in breach of the GTC and to the SUPPLIER's liability for damage.
2. The SUPPLIER shall compensate for any damage caused by its actionable conduct, but the SUPPLIER shall only be liable for the technical parameters of the products delivered by it being in accordance with the technical specifications provided to the CLIENT.

3. The Parties undertake to take all reasonable measures to prevent damage and to reduce the damage already caused.
4. The CLIENT shall notify the SUPPLIER of any quality defects within twenty-four hours at the latest. The Parties shall jointly investigate the quality defect on site within eight days of the notification.
5. If the CLIENT fails to comply with the above provisions, the CLIENT shall not be entitled to claim damages from the SUPPLIER.
6. The SUPPLIER's liability for damages shall be limited to the half of the annual net invoice value of the products delivered to the CLIENT under the GTC. For the purposes of this provision, the period of the twelve calendar months preceding the occurrence of the damage shall be taken into account. Supplier shall not be liable for consequential damages.
2. SUPPLIER shall have the right to modify the purchase price of the products unilaterally, but it shall inform CLIENT on such modification 30 (thirty) days prior to the said modification. Modifications apply to orders placed after the effective date of the modification.
3. Unless otherwise agreed by the parties, no fee, payment or cost reimbursement is payable by the parties to one another for subsidiary services provided by the other party arising from the fulfilment of the services under GTC or the individual supply contract.
4. The CLIENT – unless parties' mutual different agreement thereon – shall make payments in forints.
5. The CLIENT shall make payments by bank transfer based on an invoice – unless otherwise agreed – within eight (8) days of issue date thereof, to the bank account of the SUPPLIER defined in writing.

VI. Customer's complaint management

1. If customer of the CLIENT or the end user makes a complaint against CLIENT, CLIENT shall inform SUPPLIER there about within 24 hours counted from the receipt of the complaint and shall inform SUPPLIER about all relevant circumstances and shall hand over all documents relating to the complaint that are necessary for the professional investigation of the complaint. SUPPLIER shall proceed the complaint with due care and shall inform CLIENT on the result of the investigation. The costs of investigation are born by the SUPPLIER, however if the reason of defect arose after handover under point IV.1. or the defect is due to the liability of the CLIENT or its customer the costs of the investigation shall be born by the CLIENT.
2. If CLIENT does not adhere the provisions above, it cannot claim any damage compensation from SUPPLIER.
6. SUPPLIER shall forward its invoice to CLIENT's invoice address by post or via courier.
7. Payment shall be deemed fulfilled when the amount payable has been credited on SUPPLIER's bank account.
8. If CLIENT is in default on any of its payment obligations, SUPPLIER shall have the right to retain the goods deliverable until CLIENT settles its debt and SUPPLIER also have the right to claim immediate or pre-payment with regard to orders already placed and future orders.
9. If CLIENT is in default on any of its payment obligations it shall pay a late payment interest that is the late payment interest determined by the Civil Code plus 5% (5 percent).
10. The obligation of paying late payment interest is due on the following day after the payment deadline without any further notice.

VII. Prices, payment conditions

1. The purchase price of the products is contained in the pricelist of the SUPPLIER.
11. Without prior respective consent of the SUPPLIER CLIENT may not apply setoff

against the SUPPLIER with regard to its payment obligations to SUPPLIER.

12. SUPPLIER shall retain title to the products until CLIENT fulfils its payment obligations relating purchase price in full.

VIII. Duration and termination of GTC

1. Parties shall conclude the GTC for indefinite period.
2. Either Party may terminate the GTC in writing without reasoning upon giving one month's notice.
3. Either Party shall have the right to terminate the GTC with immediate effect upon giving extraordinary notice if the other Party breaches seriously any material provisions of the GTC or if it violates any other contractual provision repeatedly despite a warning.
4. CLIENT's default on payment obligations shall be regarded as a breach of contract justifying extraordinary termination of the contract.
5. Further, circumstances justifying extraordinary termination shall include the following: if liquidation or bankruptcy proceeding is launched against either Party or if either Party suspends satisfying its any contractual or legal payment obligations.
6. Following notice of extraordinary termination by either Party SUPPLIER may demand CLIENT to fulfil its payment obligations prior to the handover of the goods.
7. Parties shall act in compliance with their obligation on cooperation even in the event of the termination of this GTC.
 - a) The Parties shall settle with one another.
 - b) SUPPLIER shall fulfill the orders placed and confirmed prior to the notice of termination – excluding extraordinary termination – even if the delivery date is later than the date of the end of the GTC.
8. Unless otherwise agreed by the parties, GTC and individual contracts concluded between the parties within the same scope

as the one of the GTC – except for the individual orders – are inseparable, one's termination terminates the other one. The termination of the GTC does not affect the individual orders that are already accepted.

IX. Miscellaneous and closing provisions

1. Parties declare that to fulfil their contractual obligations it is essential to process the data of each other's representatives and contact persons. The data processing of representatives and contact persons are deemed as data processing based on legitimate interest. The relating transparency declaration of Henkel is accessible through <https://www.henkel.hu> under section "Partnerek és beszállítók". CLIENT agrees to inform its directly or indirectly employed natural persons of whose personal data was given to Henkel to fulfil the contractual requirements on the availability of this declaration.
2. Parties shall inform each other of any change occurring in their ownership structure or in the group having an impact on the fulfilment of this GTC, in their assets or payment capabilities. The Party in failure shall be made liable for any damages resulting from the failure of notification.
3. Parties undertake to treat in strict business confidence any data, fact or piece of information related to the business of the other or the GTC that they become party to when preparing or fulfilling this GTC, and shall ensure that such information is not disclosed to Third Parties.
4. Based on this GTC, all statements, reports, notifications and information – hereinafter referred to as: statements – must be made in writing to be legally valid; verbal statements must subsequently be incorporated in a document. Electronic mail qualifies as a written statement. A private document representing conclusive evidence and signed on behalf of both Parties is required to conclude or amend the individual contracts between the parties.

5. No other oral or written agreement exists between the Parties in addition to the GTC - including the individual agreement referred to in clause 6 below - at the time of conclusion of the GTC within the scope of its provisions, and if such an agreement exists, it shall be deemed invalid. The application of 6:63 (5) of the Civil Code is expressly excluded by the Parties.
6. The invalidity or unenforceability, in whole or in part, of any provision of the GTC shall not affect the validity or enforceability of any other provision of the GTC. The same shall apply to any omissions in the GTC. In place of an invalid or unenforceable clause or in order to remedy a deficiency, a fair clause shall be applied which, to the extent permitted by law, is as close as possible to what the Parties intended or would have intended in the spirit and purpose of their agreement, if they had considered the matter at the time of concluding their agreement.
7. Unless otherwise agreed by the parties the provisions and stipulations of the GTC, the orders and the confirmations shall be authoritative for the individual deliveries. In the case of an individual written agreement between the parties, the individual agreement shall apply. In matters not covered by the individual agreement, the provisions of the GTC shall prevail.
8. The Hungarian law shall apply to the deliveries and to other legal relations of the SUPPLIER under this GTC.
9. The Parties agree to submit to Hungarian jurisdiction to settle any dispute between the Parties.
10. The GTC are bilingual in Hungarian and English. In case of doubt, the Hungarian text shall prevail.