

General Terms and Conditions (GTC)

of PICK SZEGED Zrt., SOLE-MiZo Zrt., "MCS" Vágóhíd Zrt., HUNGERIT Zrt. and Csányi Pincészet Zrt. on their product sale activity with Foreign Partners

PRELIMINARIES

1. During the product sale activity of **PICK SZEGED Szalámigyár és Húsüzem Zártkörűen Működő Részvénytársaság, SOLE-MiZo Tejterméket Gyártó, Forgalmazó és Szolgáltató Zártkörűen Működő Részvénytársaság, "MCS" Vágóhíd Zártkörűen Működő Részvénytársaság, HUNGERIT Baromfifeldolgozó és Élelmiszeripari Zártkörűen Működő Részvénytársaság and Csányi Pincészet Zártkörűen Működő Részvénytársaság** (hereinafter individually and jointly referred to as: **Seller**) outside of Hungary, the present GTC shall be applied unless in the Framework or/and any other individual Contract for the Products supply (hereinafter referred to as the **Contract**) concluded by and between any of the Seller and the Buyer as the contracting parties (hereinafter referred to as: **the Parties**) agree otherwise. The GTC forms an integral part of the Contract for the Products supply and, by concluding the Contract, the Buyer confirms that it is familiar with the content of the GTC and accepts it as binding. If the provisions of the Contract concluded with Buyer differs from the provisions of the GTC, the provisions of the Contract shall prevail. If there is any provision of this GTC regarding one of the Sellers individually then those provisions shall only apply for the Contract concluded between such Seller and any Buyer.
2. Under the Contract the Seller sells Products on the basis of the Buyer's individual orders and the Buyer purchases and takes delivery of the Products from the Seller and pays the purchase price to the Seller. Contract also means order and its acceptance. The Buyer sends its order to the Seller in writing typically by email. The Buyer's order shall include the name of the Products to be purchased, the quantity, the desired delivery method and time, the place of delivery and any other items deemed necessary by the Buyer (e.g. export packaging or other special delivery conditions, documents).. Upon receipt of the order, - the Seller shall notify the Buyer of the acceptance of the order or of the modified terms and conditions – including the purchase price in the case it is not determined by the Parties in advance - on which the Seller can accept the order. An order shall be deemed to be accepted by the Seller only if the Seller expressly accepts all the terms and conditions set out in the order. An order shall not be deemed accepted if the Seller does not send any reply to the Buyer or does not accept all or any of its terms. Upon receipt of Seller's modified terms and conditions, Buyer shall notify Seller by email whether it accepts the modified terms and conditions. If the Buyer accepts the modified terms, the order shall be deemed accepted in accordance with the modified terms, if not, the order shall be deemed not yet accepted.
3. Seller is authorized to unilaterally amend the provisions of the GTC at any time. Buyer will be informed thereof and the new GTC will be submitted in written form (in e-mail, or other appropriate means of delivery specified in the Contract) 15 calendar days before the amended version of the GTC enters into force. In such a case, Buyer will be obliged to declare in writing the acceptance or rejection of the amended version of the GTC within 5 calendar days from receiving Seller's notice. In case of the absence of Buyer's feedback within the given 5 calendar days, it shall be deemed that such GTC amendments are accepted. In the event of changes in the Appendices of the GTC, Buyer will be informed thereof in writing. The aforementioned amendment of the Appendices will be deemed as amendment of the GTC described above.
4. The present GTC is valid only for those Contracts which shall be concluded as of 01.05.2024.

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I. DEFINITIONS

Words capitalized in this GTC have the following meanings.

Bonafarm Group	Bonafarm Group means Bonafarm Zrt. and all the companies controlled directly or indirectly by it. The Bonafarm Group is not a recognized group of companies under Hungarian law, it does not have legal personality or capacity, and it may not acquire rights or assume obligations under its own name.
Civil Code	Civil Code means the Civil Code of Hungary in force from time to time, which at the date of this GTC is Act V of 2013.
Product	Product mean all type of products sold by the Seller.
Buyer	Buyer means any foreign third party and subsidiary of Bonafarm Zrt. that is a member of Bonafarm Group and purchases Product from the Seller.
Contract	Contract means the Delivery Contract/Frame Contract/Confirmation of Order or any other type of agreements for sales involving the present GTC together concluded between Seller and Buyer.

II. COMMERCIAL CONDITIONS

II/1. PRODUCTS

- Seller warrants that the Products sold under the Contract are owned by Seller and that it has the right and authority to sell such Products. Seller also warrants that the Products are not encumbered by any kind of third-party rights.

Samples (in case of winery products): The Seller shall provide the Buyer, at its own expense, with samples of all new Products of such quality and quantity that the content, ingredients and appearance of the new Product can be ascertained/verified. The Buyer shall be entitled to have the content, ingredients and appearance of the sample checked at its own expense by a suitable organisation, laboratory or institute, and the materials of the bottles checked for compliance with all applicable laws, regulations, directives and standards of the importing country. The Seller declares that the samples of the Products correspond to the content, ingredients, quality criteria of their external appearance and the materials of the bottles on which the samples are based, i.e. the Products can be checked on the basis of the samples provided. If the Seller wishes to change the content, ingredients, quality criteria and/or appearance of a Product or the material of the bottle after having provided the Buyer with a sample, the Seller shall inform the Buyer in writing of such change and provide the Buyer with a new sample incorporating the variations. Seller shall change only those attributes of the supplied products without communicating Buyer which are nature-like and approved in wine trade. When official provision or other legal provision obliges Seller to change the specifications of the Product (ex.: alcohol content) thus it exempts Seller from his obligation of communicating Buyer mentioned under the present paragraph.

Following such notification, the Buyer shall make such marketing, promotional and advertising changes as may be necessary to reflect the change.

Empties: The prices of the Products do not include the prices of the empties (e.g. Euro boxes, pallets, Euro hooks). The Buyer shall pay the prices of the empties over the prices of the Products, or shall return those to the Seller in the same type, quantity, and value as the Buyer received them upon delivery of the Products. In this connection, empties must be returned in clean condition and in conformity with the regulations set forth in the laws on hygiene. If the Buyer is unable to return empties upon delivery of the Products, the Buyer shall, without delay and at its own cost and risk, provide the Seller with empties of the same type and of the same or better condition. If the Buyer fails to return the empties in accordance with these provisions, the Seller may also in its sole discretion, apart from granting a reasonable extension period, require the Buyer to pay damages.

II/2. TERMS OF DELIVERY

6. The Seller shall be obliged to deliver the Product to Buyer in accordance with the agreed terms and conditions stipulated in the Contract, to hand over the documentation related to the Product and to enable the Buyer to acquire ownership of the Product in accordance with the Contract.

The Contract or the order should specify in writing the country where the Buyer intends to sell or use the Seller's Products (hereinafter referred to as "Destination Country"). If no Destination Country is specified or is not specified in writing, then the country where the place of delivery is located will be considered the Destination Country.

In case of winery products: The Buyer shall also inform the Seller of the packaging and labelling of the Products suitable for export and of any packaging and labelling suitable for resale in the importing country. The Buyer shall be liable for any damage resulting from the omission, incompleteness or incorrectness of such information. The Buyer shall be informed in advance of any costs incurred for the delivery of the Products. For pallet quantities (minimum 2 layers per pallet), the Products shall be delivered to the Buyer in "eur pallets" (fumigated or plastic), wrapped in protective foil, in export-ready packaging, and the Buyer shall be informed in advance of any extra costs incurred.

7. Delivery of the Product shall be executed on the INCOTERMS 2020 delivery basis agreed upon by the Parties and indicated in the relevant Contract; ownership, custody and risk of loss in the Product shall pass to Buyer when the shipment reaches the delivery point as to the relevant parity.
8. The Product shall be transported by road, rail or barge, either in the vehicle of the Buyer or the Seller, as agreed by the Parties.
9. Seller is entitled to deliver, even partially, even prior to the agreed term of delivery and Buyer shall accept such delivery.
10. In case the delivery period of the transported Product is within a certain period according to Contract (and the transportation is to be organized by the Seller) Seller is entitled to dispatch the Product at any time within the agreed delivery period.

In case of winery products: The Seller informs the Buyer that the Seller undertakes to fulfil the order no earlier than 15 working days after the acceptance of the order, and the delivery date stated in the order shall not be earlier than 15 working days.

11. Buyer shall assume responsibility for the cleanness, emptiness and proper suitability of the transport vehicle provided by Buyer; in such cases Seller shall exclusively guarantee the quality of the Product loaded into the vehicle.
12. Buyer shall confirm the handover by execution and stamping of a delivery note upon the handover of the Product and indicate the date of receipt. The delivery note refers to Buyer identification number, order number, the quality and quantity of the delivered Product, date, full address of place of the handover, specification of carriage and/or the license number of the transport vehicle.

II/3. QUANTITY AND QUALITY

13. The quantity of the Product for each mode of transport shall be determined by the Seller. The quantity shall be indicated on the delivery note (B/L, CIM, CMR).

A. Dairy Products:

- The Seller may deliver in case of non-equalized Products up to 10% more or less of the quantity agreed in the Contract.
- The Seller declares that it complies with all relevant EU and Hungarian laws, which regulates its raw material purchasing and production processes.
- The Seller declares that it operates quality management systems. The Buyer has the right and the Seller has to provide all results from its quality management systems, which can be transferred in a normal business relationship.
- If the Buyer has any special request regarding the quality management processes it should be included in a separate agreement.
- The Seller guarantees that in any case when become aware of any possible quality defects according to its quality management system in connection with its Products be it on the raw material side or during production it shall immediately inform the Buyer and start to work together on the risk and loss minimization.

B. Fresh Raw meat Products

- The weight as determined upon loading is the basis for calculating the purchase price. Customary weight shrinkage occurring during transport will be disregarded and at the Buyer's sole account.
- The Seller may deliver up to ten (10) percent more or less of the quantity agreed upon.
- Quality of the Products is governed by mercantile custom unless in an individual case Parties otherwise agree and the Seller confirms in writing.

- Products are not considered as packaged and marked in conformity with the food labelling laws for the final user. The Buyer will render the labelling and other qualities of the Products in line with the applicable law at the Buyer's cost and risk.
 - Products will be packaged for safe transportation assuming proper care in handling and the ordinary circumstances of the shipping method. Extraordinary circumstances of a shipping method include but are not limited to storage and handling outside the recommended range of temperature, changes in atmospheric pressure, exposure to water, chemicals and contagious materials.
14. The Buyer is solely responsible for ensuring that goods delivered by the Seller meet all local food safety regulations and do not breach any statute, ordinance, or public authority decision. If the Seller's goods are not allowed to be placed on the market of the Destination Country due to non-conformity with local food safety standards, the Buyer will immediately inform the Seller. Unless explicitly agreed in writing as defined above, the Seller is not liable for non-compliance of goods with local laws and regulations and the Buyer has to pay for the Products as agreed and settle any problems with the stock that has already been shipped at its own expense.

II/4. WARRANTY

15. Seller shall undertake a warranty that the Product is in compliance with the relevant delivery specifications which were valid at the time of delivery of the Product. Seller is not liable for any defect caused by external circumstances after the transfer of risk related to the handover of the Product.

II/5. COMPLAINTS

16. If the Buyer has a delivery, quantitative or qualitative problem with the Product delivered by Seller, it shall notify Seller in writing, according to points A or B or C below, depending on the type of the Product. Buyer shall send all information, documents, samples and evidences as proof of the problem, which is requested by Seller during the complaint investigation within 10 calendar days from the date of the request sent via email by Seller. If Buyer cannot send the requested sample, documents and information upon Seller's request, Seller is entitled to close complaint without finding. In this case Seller is not liable for any compensation.

A. Dairy Products:

- Upon taking delivery of the Products, **the Buyer must immediately carry out a quality test**, at least by representative samples, and open the packaging (e.g. cartons, bags, tins, foils) in reasonable numbers and check the Products in terms of apparent order and condition, smell and taste, whereas frozen goods should be defrosted by samples at least.
- In case of complaint about possible quality defects, which, despite an inspection properly carried out as mentioned above the Buyer has to deliver **a complaint to the Seller immediately after the defect is discovered**, but not later than **two (2) weeks after taking delivery of the Products**. Missing these deadlines results in forfeiture of the Buyer's right to assert a complaint or claim against the Seller. A complaint communicated orally over the phone or other communication method is invalid. A **complaint must be accompanied by evidence** of compliance with the term of delivery, as well as photographs showing the quality complaints or **independent, accredited laboratory tests** and the source of the Products at the same time. Without these evidences, the complaint is invalid. A complaint will not be extended to other defects subsequently.

- The Buyer **must keep allegedly defective Products** at the place where it received them under the expected conditions indicated in the product specification, **available for inspection by the Seller** or by any authorized agents dedicated by the Seller. The Buyer will localize the defect, keep suspected defective goods separate from the remaining Products and prevent the further spread of the defect if necessary. Non-compliance with this section results in forfeiture of the Buyer's right to assert complaints or claims against the Seller.
- The Buyer may not assert a complaint or claim against the Seller after the Buyer has mixed, re-dispatched or sold Products delivered or has started treating or processing them.
- The Buyer accepts and agrees that all complaints are investigated based on the **Seller's own quality insurance management system** and its samples. The Seller undertakes to investigate the complaint within **a maximum of thirty (30) days**. If the Buyer does not agree with the result of the Seller's internal investigation it has the right to ask an **external expert** to review the result at its own cost. The opinion of the **external expert is binding on both Parties**. If the Buyer requires a **different complaint management process** the Parties **have to agree** in a separate and detailed contract. If the separate contract is not detailed enough this GTC are only valid.
- If the Buyer's complaint is justified, the Buyer has to send the list of the related costs/charges what it wants to recharge to the Seller. The Parties have to agree about the **compensation in a separate and detailed agreement** and the Seller has to credit note the agreed amounts separately. All claim damages or further rights or claims in addition to this agreement is invalid.

B. Raw meat and meat Products:

- The **quantity of the Products** shall be accepted by the Buyer on the **delivery note**, and in case of discrepancy in quantity, the Buyer shall comment on the shortage on the same document in the presence of the representatives of the Parties. In the event that the Buyer fails to record a quantity discrepancy on the delivery note, or if the recording is not made in the presence of a representative of the Seller, failure to do so shall result in forfeiture of rights, and the Buyer may not assert any claim, which the Buyer waives.
- If the Buyer detects a **quality defect** upon receipt of the Products, it is not obliged to take delivery of the Products, but **may return the entire quantity of the rejected Products**, with a record of the defect, with a specific and professional description of the quality defect. In the event of failure to record the report, the Buyer may not make any claim and waives it. If the quality defect could not be established at the time of receipt of the Products, but was **discovered within the expiry date**, the Buyer shall notify the Seller by e-mail or letter immediately after the defect is discovered and **shall store the Products complained** about in accordance with the specifications until the defect has been investigated. The Buyer shall notify the Seller in writing of any quality complaint **within 24 hours of receipt of the Products** at the latest, documented by a photograph and delivery note, with a detailed description of the problem. The Buyer authorizes the Seller to personally check the quality complaint. Failure to do so will result in forfeiture of rights.
- The Buyer shall keep the Products in their original **packaging in refrigerated conditions** until the time of return. In the event of a complaint, the Buyer must provide documentary **evidence of the storage conditions**. Provide access to the Seller's representative during the inspection. The Seller will only inspect items reported and recorded in writing, which will be examined by an **independent (official) person if necessary**. In the event of failure to report, the Seller will not accept any complaint and the Buyer waives his right to claim. In the event of **illegibility of the expiry date marking, relabelling and intentional damage** to the Product, the Buyer may not make a claim.

C. Winery Products:

- The handover of the Products shall take place on a **delivery note**, in the joint presence of the Parties or their agents, on which they shall record the place and time of handover, the number of Products handed over and any other relevant circumstances they consider important.
- Given that the Products are delivered to the Buyer in packaging suitable for onward transport, (typically bottles are packed in cartons and cartons are wrapped in protective film on pallets), the **Parties agree that the quantity of the Products by number of items cannot always be verified at the place of delivery**. However, the Parties state that the quantity of the Products can be verified with absolute certainty on the basis of the number of pallets (or boxes in case of smaller quantities), and accordingly declare that the quantity of the Products determined by the **number of pallets/boxes** is considered to be real and shall be accepted as the basis for any subsequent claims.
- If, at any point after delivery, the Buyer notices a **discrepancy between the quantity by number of items** of the accepted order and the quantity by number of items received by the Buyer or invoiced by the Seller, the Buyer shall immediately notify the Seller.
 - If the discrepancy is a shortage, the Seller may, at the Buyer's option:
 - 1) refund to the Buyer the purchase price for the quantity corresponding to the shortage, or
 - 2) deliver to the Buyer, at the Buyer's request and at the Seller's expense, the quantity equal to the shortage by the date specified by the Buyer.
 - If the difference is in excess, the Buyer may, at its option:
 - 1) pay the agreed purchase price for the excess quantity and retain the excess quantity, or
 - 2) return the excess quantity to the Seller at the Seller's expense. [Buyer may not exercise its right if the cost of returning the excess quantity to Seller equals or exceeds 50% of the purchase price of the excess quantity.]
- In view of the above, the signing of the delivery note by the Buyer or its agent does not constitute acceptance of the Products and the performance in terms of quality or quantity.
- **The Buyer shall not be obliged to carry out a quality inspection of the delivered Products**, but shall be entitled to inspect the delivered Products by means of random sampling in accordance with professional practice. In addition, upon reasonable advance notice to Seller and confirmation by Seller, Buyer may visit Seller's plant where the Products are manufactured and advise Seller on how to improve quality control procedures.
- If the Buyer detects a quality problem, it shall notify the Seller **in writing within 48 hours**. The Seller shall replace the defective Products at its own expense or reimburse the Buyer for the purchase price of the Products.
- If the Buyer is obliged to take back or refund the purchase price of the Products due to quality defects during the resale, the Seller shall reimburse the Buyer for the purchase price paid for the defective Products, unless the defect is due to a cause beyond the Seller's control, in particular, but not exclusively, to improper delivery, storage or use of the Products.

- If complaints of the same nature/subject are received in relation to a given Product within a specified period, or even in a single case, a food hygiene problem or a problem related to the presence of a foreign substance harmful to food safety, the Seller will, at the Buyer's request, immediately investigate the Product. The Seller shall immediately notify the Buyer of the results of the inspection. If, as a result of the investigation, corrective measures, in particular but not limited to the collection from the market of all the Products subject to the investigation (hereinafter referred to as the "collection procedure"), are necessary, the Parties shall immediately consult each other. If corrective measures (including the collection procedure) are necessary due to a defect for which the Seller is responsible, the Seller shall bear the costs incurred in connection with such measures for which the Seller is not responsible, the Buyer shall bear the costs.
 - The Seller shall notify the Buyer if complaints, problems or corrective actions arise in relation to Products which, although sold by the Seller to third parties, are similar or identical in specification or characteristics to the Products sold to the Buyer.
17. In case of damaged or contaminated Product during transportation or the unloading the Buyer upon the claim announcement is obliged to ask for further instruction from the Seller regarding the handling of claimed Product in order to ensure the minimization of the damage/ loss.
 18. Any complaint made by Buyer on the Product shall not exempt Buyer from paying the invoice value concerning the Product within the terms and conditions set out in the Contract provided always that any complaint made by Buyer shall be fully investigated by Seller within thirty (30) days from the date of any such complaint being made.
 19. Seller and Buyer enter into a separate agreement regarding the settlement of the legitimate and justified complaints. Seller will not take any responsibility for any damage caused to Buyer by the improper storage or inappropriate processing of the Product or their feedstock or for any damage caused by the inappropriate carriage of the Product when storage, processing and carriage is provided by Buyer.
 20. **Upon his own discretion, Seller is entitled to grant to Buyer either a price reduction or supply replacement Product, or supply missing Product, or cure defects in another way.**
 21. The supply of the replacement Product is subject to return of the defective product, unless otherwise instructed by Seller.
 22. Should Buyer fail to perform quality inspection and report defects within the period of warranty, he shall bear the consequences of such delay, and Seller shall be released from any liability for quality defects.

II/6. OBLIGATIONS ON BUYER'S SIDE REGARDING THE DOCUMENTS ACCOMPANYING THE PRODUCTS

Buyer has the following obligations concerning the documents accompanying the Product:

23. **IN CASE OF THE FINAL DESTINATION OF THE PRODUCT IS IN THE EU**, and the place of handover takeover of the products is in the territory of Hungary
 - a) By each performed delivery, Buyer sends its "Declaration" as per Appendix of the Contract to Seller, signed and stamped duly by the Buyer, and
 - b) By each performed delivery, Buyer shall enclose the copy of the CIM/CMR/BL (hereinafter referred to as „Waybill“) to the „Declaration“ and the invoice connected to the transport of these products, as defined in the Declaration. The Waybill shall be duly signed and stamped by Seller, Buyer and the forwarder.

By each performed delivery, Buyer – without undue delay but until the 10th day of the month following the dispatch of the product – declares and shall return the “Declaration” that:

- a) the Products had been transported from the place of dispatch to the respective EU Member State as place of destination determined in the relevant boxes of the waybill and stated in the Contract, and
- b) that Products had been duly delivered (arrived) as well in the EU Member State stated in the Contract.

24. IN CASE THE FINAL DESTINATION OF THE PRODUCT IS IN THE EU, AND THE PLACE OF HANDOVER-TAKEOVER OF THE PRODUCTS IS OUTSIDE THE TERRITORY OF HUNGARY

- a) By each performed delivery, Buyer shall send back the copy of the CIM/CMR/BL (referred to as „Waybill”) The Waybill shall be duly signed and stamped by Seller, Buyer and the forwarder.

Should either the “Declaration”, Waybill or the invoice connected to the transport of these products as defined above not arrive back until the 10th day of the month following the dispatch of the product as defined in the Declaration, or anyhow the above declarations are breached, Buyer acknowledges that Seller has the right to rectify its invoice charging VAT as regulated by the laws of Hungary day charging VAT as regulated by the laws of Hungary and also has the right to forward any additional costs and arisen financial responsibilities (any forms of penalty) by issuing a debit note. Buyer shall settle the amount of rectifying invoice and debit note within 8 days from their date of issuance.

In case of the sales connected to excise products the original CMR document signed and stamped by Seller, Buyer and the forwarder and the EMCS confirmation of Buyer stating that the goods are received by them are proper proof to apply VAT exempt invoicing for the intracommunity supplies. EMCS confirmation and the original CMR documents are to be provided only, in case of short and long parity deliveries as well.

25. IN CASE THE FINAL DESTINATION IS IN A NON-EU COUNTRY, and the place of handover-takeover of the products is on the territory of Hungary

- a) By each performed delivery, Buyer sends its “Declaration” as per Appendix of the Contract to Seller, signed and stamped duly by the Buyer, and
- b) By each performed delivery, Buyer shall enclose the copy of the CIM/CMR/BL („Waybill”) to the „Declaration” as defined in the Declaration. The Waybill shall be duly signed and stamped by Seller, Buyer and the forwarder.

By each performed delivery, Buyer – without undue delay but not later than 10th day of the month following the dispatch of the product – declares and shall return the “Declaration” that:

- a) the Products delivered under the Contract are not subject to further sale-purchase agreements in the territory of Hungary; and
- b) the Products have been transported from the territory of Hungary to outside the territory of the European Union as defined in the Hungarian Act on VAT and have duly arrived at the destination specified in the relevant boxes of the CMR/CIM/BL waybill;

26. IN CASE THE FINAL DESTINATION IS IN A NON-EU COUNTRY, AND THE PLACE OF HANDOVER-TAKEOVER OF THE PRODUCTS IS OUTSIDE THE TERRITORY OF HUNGARY

By each performed delivery, Buyer shall send back the copy of the CIM/CMR/BL (referred to as „Waybill”) The Waybill has to be duly signed and stamped by the Seller, the Buyer and the forwarder.

Independently of the place of handover of products, should either the „Declaration” „Waybill” as defined above not arrive back until the 10th day following the month after the dispatch of the product - as defined in the Declaration - or anyhow the above declarations are breached, Buyer acknowledges that Seller has the right to rectify its invoice charging VAT as regulated by the Law of Hungary day charging VAT as regulated by the Law of Hungary and also has the right to forward any additional costs and arisen financial responsibilities (any forms of penalty) by issuing a debit note. Buyer shall settle the amount of rectifying invoice and debit note in 8 days from their date of issuance.

PAYMENT, INVOICING AND TAX RELATED CONDITIONS

27. With regards to VAT related content requirement of invoicing, Article „Tax Related Conditions” contains further provisions.
28. Payment and invoicing shall be effected on the terms and conditions indicated in the relevant Contract.
29. The currency of invoicing and payment shall be either EUR or USD as indicated in the relevant Contract. Currency of invoicing and payment should be identical.
30. Parties are free to agree on sending invoices by electronic means in the Contract.

III/1. INVOICING CONDITIONS

III/1.1. DEFERRED PAYMENT CONDITIONS

31. **INVOICING ORDER BY ORDER:** Seller is entitled to issue the invoices according to performances (order by order) as defined in the Contract. In case of full performance of the obligations defined in the Contract Seller shall be entitled to submit an invoice, which shall be issued within 8 days after performance.
32. **INVOICING PERIODIC SETTLEMENT:** Parties agree on a fixed-term settlement according to Section 58 of the Act CXXVII of 2007 on VAT, whereas the settlement period is one calendar month/one calendar quarter. Seller is entitled to issue the invoices by the 10th day of the month following the settlement period in question.

III/1.2. ADVANCE PAYMENT CONDITIONS

33. Buyer shall settle the advance payment against advanced payment letter via bank transfer to the bank account specified in the relevant Contract. The precondition of the performance is that the amount of the advance has been credited on the bank account of Seller. Supply of goods cannot be effected until credits of the counter-value at the bank account of Seller.
34. **SUPPLY OF PRODUCTS TO EU MEMBER STATE** Seller issues an advance payment letter (proforma invoice) and on the basis of that Buyer shall transfer the amount of the advance to Seller's account. The precondition of the performance is that the amount of the advance has been credited on the bank

account of Seller. If all requirements and obligations stipulated in the Contract are fully met in compliance with the terms and conditions of the Contract, and Seller is entitled to issue an invoice within 8 days after performance on the total amount of countervalue. The amount of advance payment shall be deducted from the total amount of countervalue which difference shall be separately indicated in the invoice as remaining payable amount. The invoice shall be sent by Seller to the invoice mailing address of Buyer defined in the Contract.

35. SUPPLY OF PRODUCTS TO NON-EU COUNTRY Seller issues an advance payment letter (proforma invoice) and on the basis of that Buyer shall transfer the amount of the advance to Seller's account. The precondition of the performance is that the amount of the advance has been credited on the bank account of Seller. If all requirements and obligations stipulated in the Contract are fully met in compliance with the terms and conditions of the Contract, Seller is entitled to issue an invoice within the 8 day after performance. The amount of advance shall be deducted from the amount of the final invoice. The invoice shall be sent by Seller to the invoice mailing address of Buyer defined in the Contract.

III/2. PAYMENT CONDITIONS:

36. If such invoice fully meets the effective legal requirements, Buyer shall settle the value of the invoice via bank transfer within the period and to the bank account as specified in the relevant Contract. Buyer shall pay the full contract price and shall not be entitled to offset against the contract price in any manner.
37. Buyer shall transfer the amount to be paid to the bank account of Seller in such a way that the amount shall be credited on the last day of the payment deadline.
38. If the last day of the payment deadline is not a working day or is a bank holiday, the payment shall be performed on the last working day before this day.
39. The Buyer's payment obligation shall be deemed performed on the day the amount has been credited on Seller's bank account.
40. Buyer shall indicate the number of the invoice in the narrative field of the transfer certificate. For lack of the above mentioned Seller is entitled to use the amount credited on its bank account first for the settlement of current and due penalty payable by Buyer then for the default interest debt and the remaining part for Buyer's principal debt, which is overdue or becomes overdue first. Seller shall inform Buyer' of the debts settled in the above-mentioned way in writing.
41. In case of EUR the expenses of the sending bank shall be borne by Buyer, and the expenses charged by any other banks (correspondent or beneficiary) participating in the transaction shall be borne by Seller.
42. In case of USD all bank expenses connected to the transaction shall be borne by Buyer.

43. Should the Party having payment obligation under the contract fail to settle any amount due to the other Party at the due date, it is regarded as late payment. For the period of the payment delay, that is from the first day of the delay to the day of actual payment of the amount overdue, the defaulting Party shall pay default interest the rate of which shall be the reference interest rate + 8% p.a.. Reference interest rate is the 1-month interbank rate of the currency of the overdue amount as set out in the payment terms of the relevant contract, quoted on the first working day of the month when the defaulting Party falls in delay, whereas 1-month EURIBOR in case of EUR, or 1-month SOFR in case of USD. The Party in delay shall pay the accumulated default interest to the other Party in 8 days upon receipt of the demand letter. The default interest shall be calculated by the Parties on the basis of the actual number of days of the delay and considering 365 days per year. The default interest shall be paid in the same currency as the currency of the overdue amount set out in the payment terms and conditions of the contract.

III/3. DEBT ARISING OUT OF CONTRACT CONCLUDED WITH SELLER

44. In case Buyer has an outstanding debt against any Bonafarm Group member arising from any contract concluded with it, Seller is entitled to suspend the delivery of goods or the provision of services to Buyer, or to require the fulfilment of further conditions (provision of securities). In this case Seller is entitled to deliver goods or provide services to Buyer, if Buyer certifies that it has paid to the Party concerned the full sum of the counter value of the goods to be delivered or the services to be rendered by Seller as well as its outstanding debts owed to Seller before starting the deliveries of the Products or rendering services. Seller shall apply the sum paid by Buyer to decrease Buyer's earliest debts.
45. Buyer acknowledges that the Bonafarm Group members may change during the effect of the Contract.

III/4. CREDIT LIMIT

46. Seller provides credit limit (hereinafter referred to as: Credit Limit) for an amount indicated in the relevant Contract with Buyer concerning delivering goods and rendering services upon the contract.
47. If the sum of Buyer's total debts and Confirmation of Orders upon the contract exceeds the Credit Limit set forth in the relevant Contract, Seller is entitled to perform deliveries or serve Buyer only on condition that Buyer pays its debt to the extent that the amount available from the Credit Limit should cover the countervalue of the ordered goods.
48. Seller is entitled to modify – by sending a written notice to Buyer simultaneously – the amount of the Credit Limit or to suspend the delivery without Buyer's consent in case it has established negative information on Buyer's financial or solvency condition.
49. In case of such modification of the Credit Limit Seller shall notify Buyer simultaneously in writing. The fact that Buyer does not accept the modification of Credit Limit does not constitute automatically the termination of the contract, in such case Parties shall conduct negotiations, the result of which shall be recorded in minutes. If the negotiations are not successful within 30 days, the contract terminates on

the 31st day from the beginning of the negotiations, and the Parties shall completely settle accounts with one another.

III/5. PAYMENT BY MEANS OF SECURITY (SPECIAL DEFERRED PAYMENT)

50. Upon the request of Seller, Buyer shall provide a suitable and documented financial security acceptable to Seller to cover its payment obligations arising from the relevant Contract either by bank guarantee - to be issued by a bank and of contents acceptable to Seller - or in any other form determined by Seller (if mentioned jointly hereinafter referred to as: Security). Deliveries can only be started upon receipt of Security as defined above.
51. The security shall be applicable for any obligation of Buyer arising from this valid Contract.
52. The Value, Type and Validity of Security is indicated in the relevant Contract.
53. Should Buyer not fulfil its payment obligations, Seller has the right to satisfy its claim against Buyer by making use (from the amount) of the security.
54. A serious breach of contract is if Seller is forced to make use of the security, due to non-fulfilment of Buyer's payment obligation.

III/6. TAX RELATED PROVISIONS

55. The present GT&C can be applied when Seller is the first party in the chain selling its own product. The prices do not include VAT.
56. For tax purposes, those transactions are deemed general transactions where only two parties are involved in the supply. In special cases, more than two parties are involved in the transaction (as defined in Article "Chain transactions or triangle transactions").
57. For tax purposes Buyer's declaration specified hereinunder on any facts or circumstances is valid throughout the execution of the contract itself and the normal/usual time required for presentation of documents for such purpose.
58. **SUPPLY OF (EXCISE OR NON-EXCISE) PRODUCTS TO EU MEMBER STATE**
Supply of products within the territory of the European Union has to be carried out to an entity with valid EU VAT number. The delivery of Product within the territory of the European Union qualifies as Intra-Community supply, which is exempt from VAT based on Article 138 of 2006/112 EC Directive on the side of the Seller. VAT is to be declared by Buyer. Invoices issued by Seller shall meet the provisions of Article 219a-240 of 2006/112/EC Directive. For tax purposes, the invoice shall contain the "VAT Exempt Intra-Community supplies" phrase.
Buyer declares and guarantees that:
 - a) Buyer does not have permanent establishment on the territory of Hungary according to the Council Implementing Regulation EU 282/2011, and
 - b) in case Buyer possesses Hungarian tax number or the eventual establishment which Buyer may establish within the territory of Hungary does not intervene in the supply subject to the Contract, and
 - c) the destination of the product indicated in the Contract is a place outside the territory of Hungary within another EU Member State, and
 - d) the supplied product is not subject to further sale-purchase agreements in the territory of Hungary, and

- e) In case of change in EU VAT number (including its validity or status) of Buyer shall inform Seller promptly about this fact.

In case Buyer fails to inform Seller or Buyer breaches any of the above declarations, upon acknowledgement, Seller has the right to rectify its invoice charging VAT as regulated by the laws of Hungary and forward any additional costs and arisen financial responsibility (any forms of penalty) by issuing a debit note. Buyer shall settle the amount of rectifying invoice and debit note in 8 days from their date of issuance.

59. SUPPLY OF (EXCISE OR NON-EXCISE) PRODUCTS TO NON-EU COUNTRY

Supply of products to non-EU country has to be carried out to an entity having its seat outside the territory of the European Union whereas the product has to leave the territory of the European Union within 90 days of the date of supply.

The delivery of Product outside the territory of the European Union qualifies as export supply, which is exempt from VAT on the side of Seller. For tax purposes, invoice shall contain the “exempt from VAT” phrase.

Buyer declares and guarantees the followings:

- a) Buyer does not have permanent establishment on the territory of Hungary, and
- b) the goods are not used by commercial means (excluding the free trial or trial production) until the goods leave the territory of the European Union, and
- c) the supplied Product is not subject to further sale-purchase agreements in the territory of the European Union.

Should the Buyer breach any of the above declaration, the Seller upon acknowledgement has the right to rectify its invoice charging VAT as regulated by the laws of Hungary and forward any additional costs and arisen financial responsibilities (any forms of penalty) by issuing a debit note. Buyer shall settle the amount of rectifying invoice and debit note within 8 days from their date of issuance.

In the event of fallback of customs (malfunction of electronic) procedure the following paper-based documents prove that the goods have duly left the territory of the European Union: Waybill and paper-based customs clearance document (“EV document”).

In case the place of handover is on the territory of Hungary railway and barge parity delivery basis Buyer declares and guarantees – both in the event of normal customs (via electronic) and fallback of customs (malfunction of electronic) procedure – that:

- the exit of the product from the territory of European Union will be completed directly by Buyer or on his behalf (by Buyer’s carrier) within 90 days of the date of supply, and
- goods have been subject to customs procedure in the country of Buyer, and
- only in case of fallback of customs (malfunction of electronic) procedure, paper-based Waybill duly signed by Buyer and paper-based customs clearance document (“EV document”) is duly returned to Seller within 15 days from its date of issuance.

Should the Buyer breach any of the above declaration, Seller upon acknowledgement has the right to rectify its invoice charging VAT as regulated by the laws of Hungary and forward any additional costs and arisen financial responsibilities (any forms of penalty) by issuing a debit note. Buyer shall settle the amount of rectifying invoice and debit note within 8 days from their date of issuance.

In case of the products are handed over to Buyer on the territory of Hungary, Buyer shall be obliged to return the confirmed delivery note and CMR/CIM/BL without undue delay.

In case of any other site of dispatch the address is indicated in the relevant Contract/confirmation of Order.

60. CHAIN TRANSACTIONS AND TRIANGLE TRANSACTIONS

In case of chain transactions or triangle transactions, depending upon the destination of the Product, provisions of “Supply of (excise or non-excise) products to non-EU country” or provisions of “Supply of (excise or non-excise) products to EU Member State / within the European Union” are respectively applicable with the following specialities:

Those transactions are deemed as chain transactions where more than two parties are involved in the supply chain, whereas the goods are transported directly from the first party to the last party in the chain.

Triangle transactions are special forms of chain transactions where all of the three parties involved in the supply chain are seated in different EU Member States, whereas the goods are transported directly from the first party to the last party in the chain. Only the Seller or the second party as Buyer in the chain is allowed to transport the Products. The Parties are not seated in each others' Member States.

In case of more than two contracting parties (in chain transaction or triangle transaction) based on the Contract, either:

- a) the Seller, or
- b) the second party in the chain (exclusively as Buyer) is allowed to transport or organize the transport of products.

In this (second) case, Buyer declares and guarantees that Buyer (as second party) does not use the vehicles of its buyers or the vehicles of other parties in the chain, moreover Buyer shall not entrust its buyer (third party) with the transportation. Additionally, Buyer declares and guarantees that any other party in the chain does not transport the goods on behalf of Buyer.

In case of chain transactions or triangle transactions where the place of handover is on the territory of Hungary – irrespective of whether deliveries are concluded under EMCS system or not – “Declaration” shall be returned by Buyer/Consignee, moreover paper based Waybill shall be returned as follows:

- a) By each performed delivery, Buyer sends its “Declaration” as per Appendix of the Contract to Seller, signed and stamped duly by Buyer, and
- b) By each performed delivery, Buyer shall enclose the copy of the CIM/CMR/BL (hereinafter referred to as “Waybill”) to the “Declaration”, as defined in the Declaration. The Waybill has to be duly signed and stamped by Seller, Buyer and the forwarder, and
- c) If the second party in the chain (as a Buyer) transports (or organizes the transport) the product outside of the territory of the European Union, only in case of fallback of customs (malfunction of electronic) procedure, paper based Waybill duly signed by Buyer and paper based customs clearance document (“EV document”) is duly returned to Seller within 15 days from its date of issuance.

Should Buyer breach any of the above declarations, Seller, upon acknowledgement, has the right to rectify its invoice charging VAT as regulated by the laws of Hungary and forward any additional costs and arisen financial responsibilities (any forms of penalty) by issuing a debit note. Buyer shall settle the amount of rectifying invoice and debit note within 8 days from their date of issuance.

61. EXCISE PRODUCTS

Products are considered excise products if these are under the scope of EMCS system according to Commission Regulation (EC) No. 684/2009 of 24 July 2009.

In case of delivery of excise products all provisions and declarations are applicable as defined in Part "General Tax Provisions" and respectively in Part "Chain transaction and triangle transactions", with the following specialties:

SUPPLY OF EXCISE PRODUCTS TO EU MEMBER STATE WITHIN THE TERRITORY OF EUROPEAN Union Supply of excise products within the territory of the European Union are delivered under excise duty suspension under EMCS system as described below.

The Parties are aware of the fact that the EMCS system has been introduced and entered into force as of 1 April 2010 by virtue of Decision No. 1152/2003/EC of the European Parliament and of the Council of 16 June 2003 on computerising the movement and surveillance of excisable products.

The Parties also declare that, in respect of deliveries of excise products with tax suspension, they observe and proceed under EMCS system according to:

- a) Decision No. 1152/2003/EC of the European Parliament and of the Council of 16 June 2003 on computerising the movement and surveillance of excisable products, and
- b) Council Directive 2008/118/EC of 16 December 2008 concerning the general arrangements for excise duty and repealing Directive 92/12/EEC regulations, and
- c) Commission Regulation (EC) No 684/2009 of 24 July 2009 implementing Council Directive 2008/118/EC as regards the computerised procedures for the movement of excise goods under suspension of excise duty.

The obligations of the Parties regarding the purchase of excise products are as follows:

- a) Seller should send a draft E-AAD (E-Accompanying Administrative Document) before the dispatch of Products under EMCS system (in case of fallback of electronic EMCS procedure – malfunction of electronic EMCS system – Seller is able to use "Fallback Accompanying Document for movements of excise goods under suspension of excise duty" document), and
- b) upon receipt of the deliveries Buyer/Consignee should send "Report of receipt" electronic message in the EMCS system within 30 working days.

If due to the failure of Buyer/Consignee the confirmation in EMCS system does not arrive at the dispatcher within 120 days counted from the dispatch of the delivery, Seller has the right to forward the arisen financial responsibility (VAT, excise duty and any forms of penalty) to the Buyer by issuing a rectifying invoice/debit note. Buyer shall settle the amount of rectifying invoice or debit note in 8 days from their date of issuance.

Both Parties are responsible for the correctness and validity of the data (type and number of excise license, tax warehouse license number or any other excise taxation-related data) given by them. Any kind of loss or damage arising from the non-validity or incorrectness of the data given by them is the sole responsibility of the Party failing to fulfil this obligation. If the Contract itself does not contain all information obligatory for the deliveries, Buyer/Consignee is obliged to inform Seller about them in each call.

Buyer declares and guarantees that:

- a) the consignee possesses valid authorization as tax warehouse or registered consignee, or exempted organization for receiving goods under duty suspension arrangements, and
- b) the copy of the excise licence shall be sent to Seller, and
- c) In case of changes of the above registrations or authorization, Buyer informs Seller promptly about this fact.

In case Buyer is not the consignee of the Product, Buyer commits itself to ensure that the obligations stipulated above shall be binding to the consignee as well, except direct excise delivery.

Should Buyer breach any of the above declaration, Seller upon acknowledgement has the right to forward any additional costs and arisen financial responsibilities (any forms of penalty) by issuing a rectifying invoice/debit note. Buyer shall settle the amount of rectifying invoice or debit note within 8 days from their date of issuance.

In case of delivery under EMCS system on FCA or FOB delivery basis, and, in case of chain transactions further on DAP, CPT, CFR railway delivery basis:

By each performed delivery, Buyer sends its "Declaration" as per Appendix of the Contract to Seller, signed and stamped duly by the Buyer according to Article "Supply of (excise or non-excise) products within the territory of the European Union" of "General Tax Provisions".

In case of deliveries under EMCS system, in general, no paper-based Waybill signed by the Buyer/Consignee is required to be returned by Buyer/Consignee. Notwithstanding the above, in addition to "Declaration", paper-based Waybill signed by the Buyer/Consignee is required to be returned by Buyer/Consignee in the following cases:

- a) If transactions are concluded on FCA and FOB delivery basis, or
- b) the relevant tax authority requires for tax audit purposes, or
- c) In case of fallback of electronic EMCS procedure (malfunction of electronic EMCS system) both paper-based Waybill and paper based "Fallback report of receipt" of the Products shall be returned by Buyer/Consignee.

Should Seller be obliged to present any original version of the Waybill to the Hungarian Tax Authority during tax audits – upon the request of Seller – without undue delay, Buyer is obliged to present and hand over the duly signed and stamped itemized Waybills to Seller related to the Contract.

SUPPLY OF EXCISE PRODUCTS TO NON-EU COUNTRY Buyer declares and warranties that the goods leave the territory of the European Union within 120 days of the date of supply.

In case of delivery of excise products all provisions and declarations are applicable as defined in Part „General Tax Provisions” and respectively in Part “Chain transaction and triangle transactions”.

IV. LEGAL AND OTHER CONDITIONS

IV/1. LAW

62. Parties agree that all issues covered by the Contract, including the validity of the Contract, the contractual provisions, declarations, agreements and obligations, shall be governed by the laws of

Hungary, and by excluding the conflicting rules of this law. The United Nations Convention of the International Sale of Goods (Vienna 1980) with respect to the supply of Products shall not apply.

IV/2. ARBITRATION

63. Parties agree that all disputes deriving from or in connection with the Contract, its breach, termination, validity or interpretation, shall be exclusively resolved by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry in Budapest, in accordance with its own Rules of Procedure. Parties shall obey to the judgement of the Court of Arbitration. The number of arbitrators is three. The language governing the contract shall be applied during the procedure.

IV/3. WAIVER OF SOVERIGN IMMUNITY

64. To the extent that one or more of the parties may in any jurisdiction whatsoever claim or permit to be claimed for itself or any of its agencies, instrumentalities, properties or assets, immunity (whether characterised as sovereign or otherwise, or as arising from an act of State or sovereignty) from suit, set-off, interim relief, injunction, enforcement action, execution of any judgment or arbitration award, attachment (whether in aid of execution, before judgment or otherwise) or from other legal process including, without limitation, immunity from service of process and immunity from the jurisdiction of an arbitral tribunal, each such party or parties hereby expressly and irrevocably waives and abandons absolutely to the fullest extent permitted by law any such claim to immunity which it may have now or may subsequently acquire on its behalf or on behalf of its agencies, instrumentalities, properties or assets, including but not limited to its bank accounts (present or subsequently acquired and wherever located).

IV/4. LIABILITY

65. Neither Party shall be liable for loss of profit, loss of revenue, overhauls, consequential, indirect or special losses or special damages arising out of or in any way connected with the performance of or failure to perform their contractual obligations set-out in this Contract. Except in case when the loss and/or damage is caused by gross negligence or wilful misconduct of a Party, the total liability of either Party related to any claim for direct loss and damages arising out of, connected with, or resulting from the sale, delivery, purchase and use of the Products sold or purchased under this Contract, shall not exceed the amount corresponding to the total final price of the delivery. Notwithstanding the above provision or any other regulation to the contrary, Seller shall be entitled to recover any losses suffered in connection with any derivative instrument which may relate to the physical sale, purchase and storage of Products. Such losses, if suffered by Seller, shall always be deemed to be foreseeable and recoverable. To the extent permissible by law, Seller shall not be responsible in any respect whatsoever for any loss, damage or injury resulting from any hazards inherent in the nature of the Product delivered hereunder.

IV/5. NON-DISCLOSURE CLAUSE

66. The Parties agree to keep confidential the existence of and terms and conditions of the Contract, state that each party may disclose the existence and terms and conditions of the Contract pursuant to an order of any court of competent jurisdiction, or as may be required by any applicable law, regulation, or by any governmental or other regulatory authority having jurisdiction over the Parties, or to any of its affiliates, professional advisors, auditors, insurers, finance-accounting, legal, HR, insurance, additional financial or debt collection service providers, or to the assignee in respect of the information necessary for the execution and performance of the assignment agreement in case of assignment of claims arising from the Contract by the Seller, or agents and/or brokers or in connection with any dispute or court or arbitration proceedings, furthermore to a third party if the Contract requires the providing a financial security and the information is necessary for the execution and performance of the agreements that are

connected to the required security. The confidentiality obligations contained in this Contract shall survive the termination or expiry of this Contract for a period of three years.

IV/6. FORCE MAJEURE

67. Neither Seller nor Buyer shall be liable in damages or otherwise for any failure or delay in performance of any obligation hereunder other than the obligation to make payment, where such failure or delay is caused by a "Force Majeure Event". For the purposes of this Article, a Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
- a) Acts of God, flood, drought, earthquake or any other natural disaster;
 - b) Epidemic or pandemic
 - c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - d) nuclear, chemical or biological contamination or sonic boom;
 - e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - f) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this Article, or companies in the same group as that party)
 - g) interruption to service at any Seller facilities, including refineries, caused by breakdown of machinery and/or equipment
68. The party whose performance is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event ("Affected Party"), shall as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 days from its start, give written notice to the other party about the Force Majeure Event and its expected duration.
69. On the giving of such notice, the affected obligations of the Affected Party under this Contract shall be suspended. For the avoidance of doubt, the reciprocal obligation of the party not affected by Force Majeure, including Seller to make delivery or Buyer to receive delivery and/or make any associated payments shall be suspended until such time as the Affected Party is able to resume performance of the affected obligations up to a total of 30 (thirty) days. After that time, either party may terminate this contract with respect to such delivery upon written notice to the other party.

IV/7. TERMINATION OF THE CONTRACT

70. Parties may terminate the Contract by mutual consent and the Contract shall terminate upon the termination of the Parties without legal succession. If the Contract is concluded for an indefinite period, either Party shall be entitled to terminate the Contract by giving one month's notice to the other Party in writing, without giving any reason. Either Party shall have the right to terminate this Contract by sending a prior notice in writing to the other Party, if the other Party commits a material breach of the GT&C and the Contract obligation and fails to remedy the same within three (3) calendar days after receiving the notice which describes the nature of such breach and demanding that the same be remedied.
67. Either Party shall have the right to terminate this Contract with immediate effect by sending a prior notice in writing to the other Party, if the other Party:
- a) is in bankruptcy, insolvency or other proceedings analogous in nature or effect, are instituted by or against the other Party, the other Party is dissolved or liquidated, whether voluntarily or involuntarily, a

receiver or trustee is appointed for all or a substantial part of the other Party's assets or the other Party makes an assignment for the benefit of creditors;

b) violates its non-disclosure obligations undertaken in the Contract.

68. Furthermore, Seller shall have the right to terminate this Contract with immediate effect and without liability for indemnification by sending a prior notice in writing to the other Party, if the other Party:

c) materially violates the provisions of the Business Partner Code of Ethics of Bonafarm Group; or

d) violates the provisions of the HSE Regulations applicable within the territory of Seller; or

e) statement or behaviour/action of Buyer damages Seller reputation, business trustworthiness; or

f) has a debt outstanding for more than 30 days against any member of Bonafarm Group, the sum of which is at least EUR 1,000 per any member of Bonafarm Group or the aggregate of all its debts outstanding for more than 30 days against the members of Bonafarm Group equals to or exceeds EUR 10,000 (in case any debt is outstanding in a currency other than EUR, such debt has to be converted on the rate of European Central Bank for such exchange / EUR (ECB fixing).

69. In case of termination, the Parties are obliged to settle all costs incurred until the day of termination. The expiry or termination of this Contract does not affect the payment obligation of Buyer in relation to the Product already delivered under the Contract and the Parties' obligation to settle claims. In case of termination of the Contract, the Parties reserve the right to enforce its rights arising from breach of this Contract, including the right of being indemnified.

IV/8. PENALTIES

8.1. NON-PERFORMANCE

70. If, due to any reasons attributable to Buyer Seller terminates or rescinds the Contract, Buyer is obliged to pay a penalty on non-performance that equals to 30 % of the contractual value as the basis of penalty.

8.2. VIOLATION OF NON-DISCLOSURE OBLIGATION

71. If the Buyer violates its non-disclosure obligation, it shall pay penalty that equals to EUR 10 000

8.3. GENERAL RULES OF PENALTY

72. Seller is entitled to enforce the different types of penalties against the Buyer together. In line with the rules of indemnification, Seller is entitled to claim compensation for damages exceeding the amount of the penalty. Seller may enforce the amount of the penalty in a separate demand letter that shall be paid by Buyer via bank transfer within 15 days of the receipt thereof.

IV/9. GDPR, PROCESSING AND PROTECTION OF PERSONAL DATA

73. The Parties shall provide for the protection of natural persons with regard to the processing of personal data and the free movement of such data and comply with provisions of Regulation 679 of 2016 repealing Directive 95/46/EC (hereinafter referred to as: General Data Protection Regulation or GDPR), and Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information.
74. In the context of the preparation of the Contract and the performance of the Contract concluded, the data of the other contracting party/parties, their contact persons, representatives and other natural persons involved in the performance of the Contract, as data subjects, shall be processed as data controllers. The purpose of the processing is the performance of contractual obligations, the maintenance of contacts, the legal basis for the processing is the legitimate interest of the controller pursuant to Article 6 (1) (f) of the General Data Protection Regulation (GDPR). By signing the Contract, the Buyer declares that it has read and understood the Data Processing Policy M-B-63-12 on the processing of data of external persons (contact persons) concerned via a corporate partner which is available on the Bonafarm Group website ([www. bonafarmcsoport.hu](http://www.bonafarmcsoport.hu)). The Buyer has familiarized itself with it, has taken note of it, and has familiarized the contact persons and other natural persons involved in the performance of the Contract with it and has acknowledged the processing of their data by these persons under the conditions set out in the information notice.
75. In particular, the purpose of data processing by Seller is:
- to operate the Contract, manage complaints and settle generated transactions,
 - to provide Contract-related information, newsletters (general marketing messages, information leaflets), other information and invitation to various events (exhibitions, customer forums, etc.),
 - to conduct Buyer satisfaction survey relating to the Contract (Seller's Products, related services and complaints management).

IV/10. INCOTERMS

76. All delivery terms mentioned in this GT&C are to be understood according to the INCOTERMS 2020. In case of some product types other INCOTERMS version are used. If they are different version from INCOTERMS 2020, the INCOTERMS versions referred in the relevant contract.

IV/11. DUTY OF NOTIFICATION IN EKAER IN CASE OF INTRA COMMUNITY TRANSACTIONS

77. If the goods are transported by road Buyer accepts that transport can only be started in possession of an EKAER (Electronic Public Road Trade Control System)_number in accordance with Act XCII of 2003 on the Rules of Taxation or in possession of BIREG registration number in accordance with Hungarian

Government Decree No. 179/2011. (IX. 2.). Buyer is obliged to provide Seller with the data necessary for the notification in the Order, or at the latest before the deadline specified by the law.

78. In the event of a change regarding the originally given data falling in the sphere of the Buyer, the Buyer shall immediately provide Seller with the changes.
79. If Buyer fails to provide the data necessary for the EKAER notification requested by Seller before beginning the execution of the transport, Seller shall not be liable for the delay resulting from this omission of Buyer unless the delay is due to gross negligence or intentional behaviour of Seller.
80. Buyer undertakes to pay the charges stated by Hungarian tax authority (penalty or other costs) on non-compliance of EKAER data supply due to the failure of Buyer, should such charges be paid by Seller to the tax authority. These charges must be paid by Buyer against debit note issued by Seller within 15 days from its receipt. HUF will be converted into the relevant currency at the official exchange rate of EUR/ HUF or USD/HUF published by National Bank of Hungary (MNB) on the day of its payment to the tax authority.

IV/12. TRANSFERABILITY/ASSIGNMENT

81. Seller is entitled to transfer/assign the Contract in whole or in part or specific rights, obligations or claims arising from the Contract to a third party, with the prior notice of Buyer. By signing the Contract, Buyer irrevocably consents to any such transfer/assignment.

IV/13. SIGNING OF CONTRACTS

82. The Contract may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts, whether signed electronically or by paper means.

IV/14. MODIFICATION

83. Change of company registration data, including change of company name, registered seat, representative, bank and bank account number, organisation responsible for the conclusion and performance of the Contract and change of contact persons, shall not qualify as amendment of the Contract. Such changes shall, depending on circumstances of the given case, be communicated by the affected Party to the other Party in writing 10 days in advance or 10 days following the occurrence (registration) of the change.
84. The Contract concluded in writing may also be amended in writing, in paper form only, unless the Parties agree in the Contract to amend it in electronic form.

IV/15. NOTIFICATIONS

15.1. NOTIFICATIONS BY LETTER WITH CERTIFICATE OF DELIVERY

85. If the Contract prescribes that a legal statement shall be delivered by sending a letter with certificate of delivery and the addressee does not take over such mail with recorded delivery sent to its delivery address defined in the Contract or in lack of this to its registered seat for any reason, the delivery of the mail has to be attempted again. If the repeated delivery proves to be unsuccessful, the mail qualifies as delivered within 5 (five) days from the repeated posting.

15.2. NOTIFICATION VIA ELECTRONIC MAILING SYSTEM (e-mail)

86. The Parties agree that they inform each other on the information related to the performance of the contract (including the issuance and acceptance of calls and orders on the basis of the contract) via electronic mailing system.

87. Contact details of the contact persons during the performance of the Contract of Seller and Buyer are indicated in the Contract.
88. For lack of confirmation of the receipt, the notifications sent electronically via email by the nominated contact persons shall be considered as delivered after one business day from its sending.
89. The Parties acknowledge and accept that until proof of its opposite, the notifications, confirmations defined in the contract are sent electronically, by email to Seller and Buyer without authorized signature or other authorization replacing it.
90. The Parties are not entitled to refer in front of any court or authority to that the emails created pursuant to the provisions of the contract are not in line with the formal requirements of the written documents made in the name of the company, unless it was provably applied with a fraudulent or other unlawful intention.
91. In case of a dispute regarding the identity of the sender or the content of an email, the sending Party shall evidence that the mail was not sent by the person indicated as sender or that it was sent with a content different from the delivered one.
92. The Parties declare that they consider the email system to be applied secure and appropriate at the time of signing of the contract and also undertake to inform the other Party without delay on the fact or information that the security of the system is threatened. Parties are liable for any damage arising from their late notification.
93. Parties agree that the electronically sent mail (e-mail) shall be only considered official contact way if it is explicitly allowed by the contract. Parties explicitly set forth that the Contract shall not be terminated by electronically sent mail.

IV/16. SANCTION CLAUSE

94. Parties warrant that the subject of the present Contract, as well as any further transactions between any of the Parties and third parties regarding the subject of the present Contract, furthermore the Parties themselves and their representatives involved in the Contract are not subject to restrictive measures administered by the United States of America, the United Nations Security Council, the European Union, a Member State of the European Union or the United Kingdom (hereinafter referred to as: **Trade Restrictions**). Neither party shall be obliged to perform any obligation required by the Contract (including without limitation an obligation to perform, deliver, accept, sell, purchase, pay or receive money to, from, or through a person or entity), if such performance violates applicable Trade Restrictions.

IV/17. ANTI-CORRUPTION CLAUSE

95. Seller and Buyer warrants that, in connection with the Contract under the present GT&C, they will respectively comply with all applicable laws, rules, regulations, decrees and/or official government orders of the European Union and the United States of America relating to anti-bribery and anti-money laundering.
96. Both, Buyer and Seller represent, warrant and undertake to the other that they shall not, directly or indirectly, pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to:
- a) a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
 - b) an officer or employee of a public international organization;
 - c) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
 - d) any political party or official thereof, or any candidate for political office;
 - e) any director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer of Buyer or Seller;
 - f) or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or
 - g) engage in other acts or transactions.

Appendix:

No. 1. DECLARATION Type '1' for supply of products to NON EU Countries

No. 2. DECLARATION Type '2' for supply of products to EU Member States