

GENERAL TERMS AND CONDITIONS OF CONTRACT AND PAYMENT

These General Terms and Conditions of Contract (hereinafter referred to as: GTC) contain the rights and obligations of **ANY Biztonsági Nyomda Nyrt.** (ANY Security Printing Company Plc. - registered office: 1102 Budapest, Halom u. 5.; company registration No.: Cg: 01-10-042030; tax No.: 10793509-2-44; represented by: Gábor Zsámboki, Chief Executive Officer authorized to sign individually; hereinafter referred to as: ANY/Supplier) and the customers using the commercial services – including especially, but not exclusively the production, supply of products, and the provision of related services – provided by it (hereinafter referred to as: Customer), and the terms and conditions of delivery and payment (ANY/Supplier and the Customer hereinafter referred to collectively as: Parties).

The provisions of these GTC shall apply to any (price) offer made by ANY to the Customer for the provisions of commercial services (hereinafter referred to as: Offer), and in the event of any conflict, unless agreed otherwise, shall prevail over all written or oral agreements concluded by and between ANY and the Customer. The written acceptance of the Offer by the Customer and/or a written purchase order sent by the Customer (hereinafter referred to as: Purchase Order) shall mean the unconditional and irrevocable acceptance of these GTC by the Customer, and the waiver of the own terms and conditions of purchase or other similar documents of the Customer.

I. CONCLUSION OF THE CONTRACT

1. REQUEST FOR AN OFFER

The Customer shall request a (price)offer from the Supplier in writing, specifying the required quantity and quality parameters.

2. (PRICE)OFFERS

The Supplier shall, at the request of the Customer, send a (Price)Offer to the Customer. Offers – unless agreed otherwise – shall be valid for 30 days. The Supplier shall indicate in the Offer within how many working days it undertakes to supply/provide the requested product/service.

The Supplier shall be bound by its Offer only if it is accepted with an unchanged content, by giving a Purchase Order in writing, and the Supplier shall be entitled to modify or withdraw its Offer at any time until the receipt and confirmation of a Purchase Order. The Supplier shall not be bound by a so called informative price/offer.

The Supplier shall be entitled to require the authentic identification of the Customer for making a (Price)Offer.

3. THE PURCHASE ORDER

The Customers shall send a detailed Purchase Order in the knowledge of the Offer, in which it shall give the name of the buyer (if it is different from the Customer) and its exact details, the place of performance, the product, the material to be used, the requirements for the product, and shall declare that it accepts the price, the terms and mode (the security classification as necessary) / deadline of delivery indicated in the price offer.

If the Customer accepts the Offer with additions, modifications, limitations or conditions, it shall be deemed to be a new offer on the part of the Customer. The Supplier shall be bound by this new offer only if and to the extent it is expressly accepted, confirmed by the Supplier in writing. Irrespective of whether the Purchase Order is preceded by an Offer or not, the Purchase Order in itself shall not give rise to a performance obligation, unless the Customer receives from the Supplier a written notice of the acceptance of the Purchase Order, with respect to both the Purchase Order and the additions, modifications, limitations or conditions, if any.

In the event of any difference between the Purchase Order and the confirmed acceptance of the Purchase Order by the

Supplier, the confirmed acceptance of the Purchase Order shall prevail and determine the conditions of performance. The Purchase Order may not be withdrawn or modified after the date of the confirmation of acceptance of the Purchase Order, except with the prior written permission of the Supplier, and provided that all costs incurred by the Supplier as a result shall be borne by the Customer. The Purchase Order – in addition to specifying exactly all parameters required for production – shall include for the identification of the Customer its (company)name, registered office/address (the delivery address, if different), bank account No. and tax No., the name and contact details of its representative and contact person. The Customer shall have the obligation and responsibility to ensure that a Purchase Order sent in its name is signed by a representative of the Customer authorized to sign for the company (registered in the register of companies), which fact shall be credibly proven by the Customer – by submitting copies of the relevant documents – at the request of the Supplier.

4. CONFIRMATION OF THE PURCHASE ORDER

The Purchase Order shall be confirmed by the Supplier. By the confirmation, an agreement giving rise to rights and obligations is concluded by and between the Parties (hereinafter referred to as: Contract). If the confirmation differs from the Purchase Order for technical, raw material or other reasons, the Supplier shall accept any objection within 2 working days from the receipt of the confirmation.

The concluded Contract shall contain the entire agreement between the Parties, and upon its entry into effect any previous statement or agreement of the Parties relating to the subject matter of the contract, whether oral or written, shall become null and void.

5. COOPERATION OF THE PARTIES

In exercising their rights and performing their obligations under this Contract, the Parties shall act in good faith and fairness, in mutual and intense cooperation.

The Customer shall be obliged to make fully available to the Supplier all data, information required for performance – as specified in the Contract – within the shortest possible time, and shall fulfil the request of the Supplier for data supply. The absence of such documents or information may affect the performance of the Supplier. The Supplier shall assume no responsibility for errors resulting from inaccurate or incorrect data. The Supplier shall not be responsible for the authenticity of the information provided by the Customer. The Supplier shall not assume responsibility for the content of information provided by the Customer or third parties not under the control of the Supplier, but shall take all reasonable measures to verify the authenticity of the information.

6. INVOICING PRICE

The price in the invoice issued for the provided commercial services may differ from the price indicated in the confirmation of the Purchase Order only if there is any change in the basis of settlement (technical parameters, raw material, etc.) for any reason, and the Customer has been informed thereof in writing and has not objected to it.

The Customer acknowledges that the prices (costs and fees) specified in the Contract are in certain cases – to which the Supplier shall specifically draw the attention of the Customer – estimated, so these may vary depending on the commercial services actually provided. The Supplier shall promptly notify the Customer if, in its opinion, the actual costs are likely to exceed the – mutually known and accepted – estimated price calculated in advance.

If delay in the supply of information by the Customer or any other reason causes the Supplier to do extra work, or the performance of the tasks specified in the Contract cannot be started or completed in time due to other circumstances beyond the control of the Supplier, the Supplier shall inform the Customer of this, and shall be entitled to suspend the preparation of the provisions of the commercial services specified in the Contract and the performance of the Contract until the delay is resolved. If there is a delay and/or extra work is required for the above reasons, the Supplier shall be entitled to additional remuneration based on the additional time required for the performance of the Contract, which the Supplier shall be obliged to specify to the Customer in detail in writing.

II. PERFORMANCE OF THE CONTRACT

1. The Supplier undertakes to perform, to the best of its knowledge, the provision of the commercial services and the production of the ordered products on the basis of the information supplied to it by the Customer, by the deadline and under the conditions specified in the Offer and the confirmation of the Purchase Order.

2. PLACE OF PERFORMANCE

The place of performance and payment – unless agreed otherwise – shall be the registered office or site of the Supplier.

3. DEADLINE FOR PERFORMANCE

The deadline for performance shall commence on the date of receipt of the Purchase Order by the Supplier, provided that all materials required for the performance of the work and to be supplied by the Customer are available to the Supplier in a clear and unambiguous form.

The term of delivery shall be suspended for the duration when the sent out impressions, pilot-prints, machine proofs are checked.

4. PACKAGING OF THE PRODUCT

The cost of placing the products in cardboard boxes, and the simple packaging of other printed products is included in the prices offered by the Supplier (but the cost of e.g. EUR pallets is not). If the Customer requests special packaging (shrink wrap, crate, etc.), the cost thereof will be charged extra by the Supplier.

5. PRODUCT TAX

The Customer shall be obliged to make a declaration to the Supplier in accordance with the provisions of the applicable law on environmental product tax currently in force with respect to advertising paper, and to pay any product tax (and any administrative charge) arising from its failure to do so.

6. USE OF SUBCONTRACTORS

The Supplier shall be entitled to use subcontractors.

7. DELIVERY

Deliveries made by the Supplier – unless agreed otherwise – shall be made on the account and at the risk (responsibility) of the Customer. If the Parties agree on the secure delivery of the Product, the additional cost thereof shall be borne by the Customer.

8. DELAY IN ACCEPTANCE

The Customer shall be obliged to accept the goods delivered in accordance with the Contract, or reported ready for acceptance, without delay.

The Purchase Order shall be deemed to have been performed on the date on which acceptance should or should have happened according to the Contract. With this the risk of possible loss is passed on to the Customer.

From the 3rd day following performance according to the Contract, the Supplier shall be entitled to issue an invoice for the still not accepted product, and to charge a storage fee.

9. PRODUCT WARRANTY

The Supplier undertakes to ensure that the product produced by it complies with the Hungarian Standard in force, and the quantity and quality criteria indicated in the Purchase Order and the confirmation. In the event of the delivery of defective products, the Supplier shall be primarily obliged to perform the necessary corrections, and shall be obliged to replace the product only if this is not possible for any reason.

The Supplier shall accept any quality complaint in connection with the product within 1 week from the acceptance of the goods.

If a part of the delivery is missing or defective, that shall not be a reason for rejecting the total quantity of the product. The Supplier shall be entitled to perform correction or additional delivery.

The Customer shall take into consideration the quality characteristics of the raw materials, auxiliary materials necessary for the production of the ordered product, taking into account the use of the product, and its life cycle.

In connection with an obsolete, outdated product with a revoked/expired licence, ANY, by giving the reason, may refuse the performance and compliance with the related warranty requirements.

10. TERMS OF PAYMENT

The Customer shall be obliged to pay the invoice amount on the basis of the invoice duly issued and submitted to it by the Supplier – unless agreed otherwise – by transfer in the manner specified in the Contract, to the bank account indicated in the invoice, within 8 banking days from the date of issue.

In the event of a delay in payment, the Customer shall be obliged to pay an interest for delay, which – unless agreed otherwise – shall be payable at the rate specified in the Civil Code in force.

In the case of a first or a high value purchase order or an outstanding debt, the Supplier shall be entitled to request prepayment, before which the Supplier shall not be obliged to start production. In the event of an overdue invoice, the Supplier may refuse further service.

If the Customer pays more than the invoice amount, the Supplier shall be entitled to deduct the cost incurred by refunding the difference. The Supplier reserves the right to refund any transfer item of an unidentifiable amount that cannot be linked to an invoice, reduced by the cost incurred in connection with the bank transfer.

With the payment of the invoice the invoiced performance shall be deemed to be accepted even without a separate certificate of performance.

The Customer shall not be entitled to apply set-off against the invoice.

11. COMPENSATION

Any claim for compensation shall not exceed the invoice amount. The Customer shall not be entitled to claim compensation for loss of profit or other damage – e.g. consequential damage – from the Supplier.

12. FORCE MAJEURE

The Supplier shall not be liable for a delay in the performance of or failure to perform any of its obligations under the Contract in whole or in part due to a force majeure event. "Force Majeure" shall mean any event beyond the reasonable control of the Supplier, including, without limitation, the followings: Government decisions, embargo, war, acts of war, acts of terrorism anywhere in the world, riot, sabotage, fire, flood, explosion, epidemic, quarantine, difficulties of supply from generally reliable sources (including, without limitation, electricity, water, fuel and the like), strike (at the Supplier or its suppliers or subcontractors), lockouts and workplace disturbances, the delay of a supplier or subcontractor affected by any of the force majeure events specified herein.

In the case of a Force Majeure event, the Supplier shall be obliged to notify the Customer of the event, and the performance deadline of the Contract shall be automatically extended by such time as is reasonably required by the Supplier to remedy the consequences of the Force Majeure event.

13. HANDLING OF COMPLAINTS

The Customer shall make any complaint that may arise during the purchase by contacting us at one of the contact details included in these GTC. Complaints shall always be handled by the Supplier free of charge.

1.) Oral Complaint

The Supplier shall promptly investigate any oral complaint, and remedy it as soon as possible. If the Customer disagrees with the method of handling the complaint, or it is not possible to remedy the complaint immediately, the Supplier shall draw up minutes on the complaint, and the contents thereof shall be agreed and approved by the Customer. A copy of the minutes shall be handed over to the Customer. The Supplier shall investigate a complaint upon the receipt thereof, and shall send a reasoned response about its position on the complaint within 30 days from its submission.

The above procedure shall also apply to complaints made by telephone.

The minutes drawn up on the complaint shall include at least the following data:

- a) name of the Customer;
- b) address, registered office or, if necessary, mailing address of the Customer;
- c) place, date and method of making the complaint;
- d) detailed description of the complaint of the Customer;
- e) article number or other product identifier of the product purchased by the Customer;
- f) signature of the person drawing up the minutes and of the Customer (the latter is a formal element in the case of oral complaints made in person).

2.) Written Complaint

In the case of a written complaint, the Supplier shall investigate the complaint upon the receipt thereof, and shall send a written response to the Customer about the outcome of the investigation within 30 days from its submission. Upon request, the Supplier shall notify the Customer of the outcome of the investigation electronically.

The complaint shall be investigated, rejected or remedied by the Supplier in accordance with the applicable laws in force.

In its response letter, the Supplier shall indicate the outcome of the comprehensive investigation of the complaint, the measures taken to remedy the complaint, and in the event of rejection, the reasons for the rejection. The Supplier shall provide clear and understandable reasons, using simple language, avoiding the unnecessary use of legal terms. In its response letter, the Supplier shall endeavour to provide a substantive response to all objections of the Customer.

3.) Data Management and Register of Complaints

During the handling of a complaint, the Supplier may request the following data from the Customer:

- a) name of the Customer;
- b) address, registered office, mailing address of the Customer;
- c) telephone number of the Customer;
- d) method of notification;
- e) article number or other identification number of the product or service affected by the complaint;
- f) description of, reason for the complaint;
- g) request of the Customer in connection with the complaint;
- h) a copy of the documents in the possession of the Customer and required for supporting the complaint;
- i) other data necessary for investigating and responding to the complaint.

During the handling of the complaint, the data supplied by the Customer shall be managed by the Supplier in accordance with the provisions of Act No. CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information.

Written complaints, including minutes drawn up on complaints made in person, and the responses thereto shall be archived by the Supplier for five years. After the retention period, the media (documents) shall be discarded by the Supplier.

The Supplier shall use the personal data recorded in the register of complaints solely for the purposes of registering complaints and settling complaints.

4.) Remedies

If the complaint of the Customer is rejected in whole or in part by the Supplier, or the deadline set above for the investigation of the complaint has passed without a response, the Customer shall be entitled to turn to the consumer protection body, conciliation body or court having jurisdiction over his/her address or registered office.

Consumer protection bodies: <http://jarasinfo.gov.hu/jarasok-lista>

Contact details of the conciliation bodies:
<http://fogyasztovedelem.kormany.hu/node/8579>

Court: the competent court having jurisdiction over the case (<http://www.birosagok.hu>)

III. MISCELLANEOUS PROVISIONS

1. RETENTION OF TITLE

The produced product shall remain the property of the Supplier until the agreed price is paid in full, and shall not be pledged, assigned as collateral, or disposed of. For Customers engaged in resale activities, forms (e.g. on commission) other than the above may be agreed.

If the Customer purchases the product of the Supplier for commercial purposes, it shall be obliged to ensure for the period of the retention of title that the product is stored in such a way that its quality is not damaged. During the period of the retention of title, the Customer shall be fully liable for any loss or destruction of the product, or any damage to its condition.

Electronic documents, originals for copying, printing plates and other auxiliary materials prepared by the Supplier and required during the production process shall remain the property of the Supplier. This shall also apply to production equipment necessary for the performance of the task, manufactured by another contractor on behalf of the Supplier.

2. SUPPLIED MATERIALS

Materials supplied by the Customer shall be accepted by the Supplier without verification of the quantity and quality criteria indicated in the delivery documents, without warranty. The Supplier will only be able to inspect such materials during the production process, and will assume liability only for damage resulting from its own fault.

The Supplier shall be entitled to pass on to the Customer the costs related to the inspection and storage of materials accepted under liability as a depositary.

The packaging material, and the usual waste resulting from the trimming, punching and reprinting of paper – unless agreed otherwise – shall automatically become the property of the Supplier during processing.

The Supplier shall assume liability for manuscripts, drafts, Supplier originals and other materials for 4 weeks after the performance of the Purchase Order, up to the value of the material.

3. WAREHOUSING

If, by agreement, the Supplier temporarily warehouses the product – at the cost and risk of the Customer –, it shall not be liable for any damage to the goods that may occur during the

warehousing despite reasonable care. The Supplier shall not be obliged to take out a risk insurance for the warehoused goods.

If the Customer requests the performance of the ordered stock on a call-off basis, the requirements for the subsequent handling of the stock shall be specified in an agreement. ANY shall review the stocks in every 90 days, and any slow/non-selling stock shall be destroyed upon notifying the Customer.

4. RECURRING WORKS

If a Purchase Order is given for the provision regularly recurring commercial services, and the Parties have not agreed on either a final deadline or a notice period, such a Purchase Order may be terminated only in writing, as of the last day of a calendar quarter, by giving a 3 months notice.

5. COPYRIGHT AND REPRODUCTION RIGHTS

If the Supplier owns copyright or protected right of use for the product produced by the Supplier, or for any part thereof, the Customer, by accepting the delivery, obtains only a non-exclusive right to market the delivered product.

The Supplier shall have the exclusive right to use the reproduction tools (electronic document, originals for copying, printing plates, cutting forms, etc.) and printing products (impressions, pilot-prints, etc.) produced by it for the production of the product to be reproduced. Thus, it shall not be obliged to release such reproduction tools if this would allow the Customer or another person to produce the product.

The Customer declares that it has all the rights necessary for ordering with respect to the subject matter of the given purchase order, thereby relieving the Supplier of any claim made by a third party for the infringement of copyright, privacy rights and other legal protection.

6. PROHIBITION OF RE-EXPORT

If the Products are subject to an export restriction, by accepting these GTC the Customer undertakes not to resell, lend and export to any third party under any circumstances, whether with or without payment, temporarily or for the long term the Products (including stocks or spare parts exported within the scope of after sales support), or the specification of the Products, the instructions for use, and information on the Products in any form without the prior written permission of the Supplier and/or the competent authority.

7. CONFIDENTIALITY

The Parties shall be obliged to treat the presented and supplied documents, and information of which they become aware, as business secrets.

The Parties declare that any business or professional information, or information related to the activity of each other, of which they become aware during their cooperation under the Contract concluded by and between them, shall qualify as business secret, and shall be treated confidentially. Both parties shall be obliged to comply with the rules of confidentiality. The obligation of confidentiality shall also apply accordingly to the employees of the Parties, and the Parties shall be responsible for ensuring that their employees and fulfilment partners (subcontractors) are properly bound by the obligation of confidentiality. This obligation shall survive the Contract, and shall remain in force indefinitely after the termination thereof.

The Supplier declares that it shall be obliged to keep confidential for an unlimited period of time all data qualified as business secret, bank secret and securities secret, of which it becomes aware in the course of the performance of the Contract, and shall be liable for the breach of this obligation. The Supplier declares that it is familiar with the provisions on bank secrets of Act No. CCXXXVII of 2013 on Credit Institutions and Financial Enterprises, the provisions on securities secrets of Act No. CXX of 2001 on the Capital Market, and the provisions on the rules of data management of Act No. CXII of 2011 on the Right to Informational Self-Determination and on the Freedom of

Information, and undertakes the obligation to act in compliance with the above laws when managing the data.

In addition, it shall not disclose to unauthorized persons any data the disclosure of which would have detrimental consequences for the Customer.

The Supplier declares that it will use the data and information supplied by the Customer solely for performing its tasks specified in the Contract, it will not use them for any other purpose, it will treat them strictly confidentially, and it will not disclose them.

If the Supplier provides commercial services to multiple Customers simultaneously, it shall be obliged to manage separately the facts, data and information of which it becomes aware in connection with each activity.

The Customer expressly acknowledges, consents to, and authorizes the Supplier to record, manage, store, process and transmit, in compliance with the provisions of law applicable to bank secrets and data protection, and if such data also qualifies as personal data, for the purpose and duration of data management, confidential information, information, documents, instruments containing business secrets, and, where applicable data qualified as personal data, as well as all data from which a conclusion can be drawn by the Supplier about the person of the Customer or its clients, their contact persons, employees, other representatives, or which can be associated with them in any other manner.

The purpose of data management and data transfer is the provision of commercial services, customer registration, customer relationship management, enforcement of claims, marketing, organization of work. By accepting these GTC, the Customer gives its explicit and unambiguous consent to the Supplier to manage, process the data, to transmit them to its agent, subcontractor, fulfilment partner

(collectively: „Data Processor” or „Data Processors”). The Customer acknowledges and approves that the Supplier shall be entitled to transmit the data to Data Processors for the purpose of data processing in compliance with the applicable provisions of law. The consent given by signing this declaration qualifies as consent based on adequate information.

8. SECURITY REQUIREMENTS

ANY/the Supplier performs its activities in compliance with numerous Hungarian and international laws, security requirements, the related certificates can be found on the website at www.any.hu/tarsasag/minositese. Accordingly, during the performance, it will act in accordance with them on security, information security and data protection issues. As a security printing company engaged in the production and personalization of security products, because of integrated compliance with the above requirements, it shall determine – together with the Customer – for each purchase order the security requirements associated with the product and/or service. ANY shall only perform purchase orders where the customer is – verifiably – entitled to order the product ordered by it, and is authorized to make a statement regarding the performance of the purchase order. Prior to the performance of purchase orders, ANY shall classify the product into the appropriate security category in accordance with its internal security regulations, and shall apply the requirements associated with it, even if it is not expressly requested by the Customer. In connection with this, the Customer may be screened, which shall be facilitated by the Customer in order to obtain the certificates required for the performance of the purchase order. In the case security documents, products and purchase orders related to data processing, the Parties shall reach an agreement in writing in all cases, in which the Customer may specify its security requirements to ANY.

The security requirements and conditions shall be accepted by the Parties mutually. By not specifying any security

requirements, the Customer accepts the security requirements of ANY for the given product group.

In the course of performance, ANY shall act in accordance with the approvals of the Customer, therefore the acceptance of the products and services by the Customer shall always be performed in a documented manner. ANY shall perform the security requirements for the handling of accepted product samples in accordance with its internal regulations, by making them unsuitable for deception, which means the physical or textual invalidation of the products.

Prior to the delivery/handover of the produced security products, ANY shall request an end-user statement from the Customer, which shall also be a condition of the delivery.

9. NAME OR BRAND LABEL, SAMPLE

Unless agreed otherwise, the Supplier shall be entitled to print its own company name, telephone number (contact details) and/or brand mark on the produced printed products without a specific permission from the Customer.

Furthermore, unless agreed otherwise, the Supplier shall be entitled to name the produced products as a reference, and to use them as a sample.

IV. DECLARATIONS

The Parties declare that they are duly established and existing companies, which may acquire rights, sue and be sued in their own company name, they are duly authorized to sign the Contract and to perform the obligations specified therein, and that the signing and performance of the Contract does not require any action by a third party, the approval or notification of a third party.

An individual entrepreneur or natural person Customer declares that he is legally capable, and his capacity to contract is not restricted.

The Parties declare and warrant that the signing of the Contract by either party does not and will not violate any other agreement or obligation to which either party is a party, or which contains a binding provision on the assets of either party. The obligations undertaken by the Parties in the Contract are legal and valid obligations, which are binding on them and enforceable against them in accordance with the conditions set forth therein, and comply with the Memorandum of Association/Deed of Foundation or Articles of Association of the Parties and the Hungarian laws in force in all respects, and the Parties comply with all applicable laws and the conditions of licenses required by the applicable laws in all respects.

The contracting Parties declare that no proceedings for their dissolution, no bankruptcy, liquidation or winding-up proceedings are pending, to their knowledge no application for such proceedings has been filed against them, and no such proceedings have been started against them by themselves, furthermore no judicial or administrative proceedings are pending against them that would make the performance of their business activity or the Contract concluded by and between them impossible, or could end with a decision leading to that.

The Parties undertake the obligation to notify each other of any such proceedings started against them by others or by themselves, within 3 days after the day on which they become aware of it, the latest.

V. CLOSING PROVISIONS

The Parties declare that issues not regulated in these GTC shall be governed by the provisions of the Civil Code.

The Parties agree to submit to the exclusive jurisdiction of the court having competence and jurisdiction over the registered office of the Supplier for the settlement of all legal disputes arising from a contractual relationship. Any deviation from these GTC shall require a written agreement to be valid.

These GTC are published by ANY on its website at www.any.hu/aszf. They are available in a downloadable form here.

ANY reserves the right to amend the GTC unilaterally at any time. ANY shall notify its Partners of any amendment to these GTC at least 15 days before the effective date of the change by publishing it on its website.

Budapest, 3rd July 2017

Original copy, text closed on: 3rd July 2017

Reviewed by:

Dr. Ádám Szobota, Coordination and Administration Manager

Approved and the application and publication of these GTC as 3rd July 2017 ordered by:

Gábor Zsámboki, Chief Executive Officer