



GENERAL TERMS OF PURCHASE

These General Terms of Purchase (hereinafter as: GTP) govern the ordering of materials and goods (hereinafter as: product) and services -in particular, but not exclusively, the manufacturing and delivery of materials and products and the related services- by **ANY Biztonsági Nyomda Nyrt.** (registered office: 1102 Budapest, Halom u. 5.; company registration number: Cg: 01-10-042030; tax number: 10793509-2-44; represented with independent signatory right by: Gábor Zsámboki, CEO; hereinafter as: ANY/Customer) and the rights and obligations of the Supplier (hereinafter as: Supplier) as well as the purchase and payment terms of the products and services (ANY/Customer and Supplier hereinafter collectively as: Parties).

All (price) offers requested by ANY from Supplier relevant to the delivery of products or the provision of services (hereinafter as: Offer) and all orders (hereinafter as: Order) are subject to the provisions of this GTP, which -unless expressly otherwise provided in a written agreement- in case of any disagreements shall apply to all written or verbal agreements concluded between ANY and Supplier. A written Offer made by Supplier means unconditional and irrevocable obligation-undertaking by Supplier under this GTP and waiver of Supplier's own terms of purchase or other similar documents.

I. ESTABLISHING CONTRACT

1. (PRICE) OFFERS:

Customer requests a (price) Offer from Supplier in writing by providing the necessary quantity and quality parameters. At Customer's request for offer, Supplier sends the written (price) Offer to Customer within 3 working days of the receipt of the request by indicating the quantity parameters of the Product, the unit price, the payment and delivery deadline and the validity term of the Offer. Supplier also declares in the Offer that it accepts and considers binding the provisions of this GTP during making the offer and the subsequent fulfilling of a potential Order.

2. THE ORDER:

In the knowledge of the Offer, Customer sends a detailed Order, wherein it must refer to the offer made by Supplier. Ownership and intellectual property rights relevant to the figures, drawings, graphic designs and other documents necessary for the Order belong to Customer, and in the absence of an express written consent, these cannot be transferred to third parties. The above documents may only be used during production done in the interest of fulfilling Customer's orders.

Based on advance negotiations with Supplier, Customer is entitled to amend orders that have not yet been fulfilled in terms of quantity, delivery and delivery deadline. The parties reach a mutual agreement regarding any related extra costs, cost reduction or delivery deadline. If the Parties conclude specific or framework contracts with each other, these shall be referred to as Contract henceforth.

The provisions of this GTP constitute parts of the Contract and are applicable in the course of performing the Contract in all questions that are not expressly otherwise regulated by the Parties.

3. ORDER CONFIRMATION:

Supplier confirms the Order in writing in the appropriate form within 3 working days of submitting the order by referencing Customer's order number.

Customer may revoke the order at any time if Supplier fails to confirm the order within 3 working days of the receipt of the order in accordance with the above provisions.

Supplier is obligated to promptly inform Customer if any circumstances that prevent the timely fulfillment of the order arise.

If there is difference between the Order and the Order confirmation provided by Supplier, then the confirmation becomes valid with the written approval of Customer.

4. THE PARTIES` COOPERATION:

In the course of exercising the rights and fulfilling the obligations under the Order, the Parties shall act in accordance with the requirements of good faith and fairness and proceed in mutual and intensified cooperation.

Customer is not liable for the authenticity of information provided by Supplier. Customer assumes no responsibility for the content of information provided by Supplier or third parties not within Customer's sphere of interest, but shall take all measures expected of Customer to verify the authenticity of such information.

5. BILLING PRICE, BILLING:

The prices stated in the Order confirmed by Supplier are mandatory. In the absence of a written agreement to the contrary, prices are calculated for Customer's place of business -as indicated in the Order- and include the costs of packaging.

The invoice may only include the costs that appear in the Order and the confirmation sent by Supplier and accepted by Customer. If the invoice includes items that do not appear in the Order and the confirmation, it may result in the returning of the invoice and/or the delay of the payment of the invoice.

Containers and packaging materials are recycled -if necessary and if the packaging materials are not disposable- organized by Supplier at its own cost.

The currency of the invoice is the currency stated in the Contract / specific Order. If the agreed unit price is in foreign currency but payment is made in local currency (HUF) pursuant to the Parties` agreement, then the HUF/foreign currency exchange rate of The Central Bank of Hungary (MNB) valid on the day of performance shall be applied.

Supplier issues invoices to Customer -including Customer's order number- at the earliest on the day of delivery, in a format that is compliant with the Hungarian and EU tax and accounting rules. The original copy of the document certifying receipt must be attached to the invoices in all cases.

Customer only initiates payment transactions by bank transfer against invoices issued in accordance with the contract that include the accepted payment deadline.

The invoice may not accompany the product, it must be sent by mail to Customer's registered office or electronically to the eszamla@any.hu e-mail address.

The payment of the invoice does not constitute a waiver by Customer of any rights related to the Order.

II. FULFILLING THE ORDER

1. Supplier agrees to deliver the products and provide the services ordered -on the basis of information provided by Customer to Supplier- at the time and under the conditions specified in the Offer and the Order confirmation.

Supplier only renders contractual performance if the quality of the Product satisfies the specifications stated by the Parties in the Order, the professional standards and other guidelines and requirements in force, and if the quantity of the Product reaches the quantity stated in the confirmed Order, by meeting the performance deadline.

Supplier acknowledges that Customer receives the Product with quantity and quality reservation, and accordingly Customer's signature and stamp upon receipt do not mean that the Product has been accepted in terms of quantity and quality. Customer reserves the right to bring quality or quantity complaints until it begins to use the Product. 2. PLACE OF PERFORMANCE:

Unless otherwise agreed, the place of performance is Customer's registered office or place of business indicated in the Order.

3. PERFORMANCE DEADLINE:

The delivery deadlines stated in the Order confirmation are mandatory, except if the Parties otherwise agree in a prior written agreement.

Supplier is obligated to promptly inform Customer in writing if any circumstances that prevent the timely fulfillment of the order arise.

Deliveries must be made on workdays, during regular business hours, that is, Monday to Friday between 8 am and 4 pm.

4. PRODUCT PACKAGING:

Supplier guarantees that the products specified in the Order - in particular but not exclusively hazardous goods- will be packaged adequately (by protecting their condition and protection against theft) and labeled in accordance with the applicable laws and other regulations.

Supplier is responsible for the accuracy and completeness of the accompanying documents, the proper transport vehicles and routes and for obtaining any necessary entry permits.

Customer does not pay any packaging fees, only if it is stipulated in the Order.

5. EMPLOYMENT OF SUBCONTRACTORS:

Supplier is entitled to employ subcontractors. Notwithstanding this authorization, Supplier bears direct liability to Customer for its obligations, including the obligations that it subcontracted. At Customer's relevant request, Supplier shall inform Customer of any subcontractors Supplier intends to involve in performance. Customer reserves the right to exclude the employment of specific subcontractors.

6. MEANS OF PRODUCTION:

Supplier is required to use the tools provided by Customer only for the manufacturing of Products subject to the Order. Supplier shall carry out -at its own cost- the potentially necessary maintenance and inspection works as well as the care and repair works of the tools owned by Customer.

7. TRANSPORT, TRANSPORT DOCUMENTS:

In the absence of other written document in force, deliveries shall be made DAP (Incoterms 2010) to the place of destination stated in the Order. If the Parties agree to the secure transportation of the Product, its extra costs shall be borne by Customer.

All shipments shall be accompanied by delivery note, packing list, bill of lading and the quality certificate of the Product.

During the receipt of raw materials of security products and unfinished products, the conditions of itemized quantitative and qualitative acceptance shall be met by Supplier by providing the appropriate documents.

8. REPORTING OBLIGATION IN THE EKAER SYSTEM:

The Parties acknowledge that during the performance of the Contract they shall act in full compliance with the legal regulations in force, such as in particular, their statutory obligations established regarding the Electronic Trade and Transport Control System (EKAER). Supplier shall provide Customer with the data specified by law that are relevant to EKAER -in the format and with the content expected by Customer- before or upon the commencing of shipping.

Supplier shall fulfil its data provision obligation by sending data on workdays, during regular business hours, that is, Monday to Friday between 8 am and 4 pm to the ekaer@any.hu address.

9. TRANSPORT DELAY:

In case of transport delays, Customer shall be entitled to apply all statutory legal consequences of default and enforce its relevant rights. Customer shall in particular be entitled to set an extended deadline, and if the extended deadline passes without results, to claim the damage sustained as the result of the delay in addition to demand performance, or to claim compensation for non-performance instead of performance, or to withdraw from the contract.

10. PRODUCT LIABILITY:

Supplier guarantees that the product manufactured and/or sold by it complies with the quantitative and qualitative criteria stated in the Order and the confirmation. If defective product is delivered, Supplier must first replace the product.

11. PAYMENT TERMS:

Customer will make payments after making delivery or providing the service by bank transfer. The general payment deadline - in the absence of an agreement providing otherwise - is 14 days by applying a 3% discount, or 60 days without any deduction, counted from the receipt of the invoice.

12. PENALTY:

Supplier is liable to pay penalty in the event that it renders late performance, fails to meet by the relevant deadline its data provision obligation necessary for performance, renders defective performance, or if performance became impossible (frustration of performance).

The base of the penalty is the gross contract price.

The rate of penalty:

- in the event of late performance or failure to meet the data provision obligation 0.5% / day;
- in the event of defective performance or the frustration of performance 20%.

Customer is entitled to deduct its claim for penalty from the consideration it must pay to Supplier.

III. MISCELLANEOUS PROVISIONS

1. RESERVATION OF TITLE:

If Customer purchases Supplier's product for commercial purposes, it must ensure that during the retention of title the product is stored without compromising its quality. During the period of retaining title, all risks associated with the loss or destruction of the product and liability for damage to the condition of the product shall be borne by Customer.

This also applies to manufacturing equipment necessary for executing the task, which has been produced by other contractors on behalf of Supplier.

2. CONFIDENTIALITY:

The Parties are required to handle the presented and submitted documents, as well as the information they acquire, as business secrets.

Ownership and intellectual property rights relevant to the figures, drawings, graphic designs and other documents necessary for making the Order belong to Customer, and in the absence of an express written consent, these cannot be transferred to third parties.

Customer transfers this information directly to the "end user" designated by Supplier by providing protection to the information that is adequate for its classification (e.g. encrypting). Such data transfers must always be documented as required by Customer's interest and later be managed to serve the best interest of Customer. As a general rule, Supplier shall delete all data following performance.

Supplier shall indicate in its price offer the name and contact details of the person designated by Supplier who is entitled

to keep contact with Customer during making the offer and later during performance.

The description of the products and/or Services - offered to Customer for purchase - in the offer must unambiguously and adequately describe the product and/or service and include their parameters that specify and determine them in an easy-to-understand manner.

The Parties declare that they will classify as business secret and manage confidentially all business, professional or other information related to each other's activities that they learn in the course of their cooperation under the Contract. Both Parties are required to comply with the confidentiality rules. The confidentiality obligation shall also apply to the employees of the Parties appropriately, and thus the Parties are responsible for subjecting their employees and performance agents (subcontractors) to the confidentiality obligation as it may be appropriate. This obligation is independent from the existence of the Contract and shall remain in force after its termination without any time limitation.

Supplier acknowledges that it is required to safeguard without any time limitation all data qualifying as business secret that Supplier acquired during the performance of the Contract and is liable for any breach of this obligation.

Moreover, Supplier may not disclose any data to unauthorized persons, the disclosure of which would be detrimental to Customer.

Supplier declares that it will only use the data and information provided by Customer for the purpose of performing its tasks determined in the Contract and will not use them for any other purposes. Supplier further declares that it will manage such data and information in strict confidence and shall not disclose them to the public.

3. SECURITY REQUIREMENTS:

Supplier carries out its activity in compliance with several Hungarian and international laws, by maintaining compliance with security requirements and the related certificates of conformity are available on its website. Accordingly, during performance Supplier acts in compliance with the above rules concerning security, information security and privacy. With regard thereto, Customer or the Representative of government quality assurance is entitled to audit Supplier during regular business hours by providing 5 working days' advance notice and Supplier must facilitate such audits to ensure that all certificates necessary for fulfilling the order are available. In case of security products, the Parties must reach written contracts in all cases, in which Customer can state its security requirements for Supplier.

Supplier acknowledges that it can be audited by Customer and it will assist Customer in the audit in the following regards:

- submitting the document proving that it has been registered by the national authority,
- bank reference letter, bank guarantee,
- list of international or local certificates and other related documents.

The security requirements and criteria are accepted jointly by the Parties.

In the course of performance Supplier acts in accordance with Customer's approvals and thus the products and services are always accepted by Customer in a documented manner.

IV. STATEMENTS:

The Parties declare that they are duly established and operating companies that can acquire rights, sue and be sued under their own company names; they have the authority necessary to sign and perform the obligations included in the Contract and third-party processes, consents

or notifications are not necessary for signing and performing the Contract.

The Parties declare and warrant that signing the Contract by either Party does not and will not violate any agreements or obligation undertakings, where they participate as parties or which contain mandatory provisions relevant to the assets of either Party.

The obligations undertaken by the Parties in the Contract are legitimate and valid obligations that are binding the Parties and are enforceable against them under their terms and conditions, and are -in all respects- compliant with the Parties' articles of association / statutes / deed of foundation and the applicable Hungarian legal regulations. The Parties are compliant in all respects with all applicable legal regulations and the requirements of licenses prescribed by the applicable laws.

The contracting Parties state that there is no voluntary dissolution, bankruptcy, liquidation or winding up procedure in progress against them. According to their knowledge, no such request has been filed against them and no such procedure has been initiated by them against their own companies. Furthermore, there is no judicial or administrative procedure in progress against the Parties that could make it impossible for them to pursue their economic activity or the performance of the Contract signed by them, or that may produce a decision that could result in any of the above.

The Parties agree that should such a procedure commence against them or should they initiate such a procedure against their own companies, they will notify each other accordingly within 3 days of gaining knowledge of the procedure at the latest.

V. CLOSING PROVISIONS:

The Parties agree that issues not regulated in this GTP shall be governed by the provisions of the Civil Code.

The legal relationship of the Parties is governed by the law of Hungary.

For litigious procedures stemming from contractual relationships, the Parties provide for the exclusive territorial competence of the court that has jurisdiction and competence at Customer's registered office. Any derogation from this GTP is only valid if based on a written agreement.

This GTP is published by ANY on its website at the www.any.hu/en/gtp address.

ANY reserves the right to amend this GTP unilaterally. In case of any amendments to this GTP, ANY will notify its Partners at least 15 days prior to the amendment entering into force by publishing the amendment on its website.

Budapest, May 2018.