

COMMERCIAL TERMS & CONDITIONS

These Terms & Conditions ('T&C') exclusively apply to each commercial transaction arranged by GANTELIN Munkaruházatot Forgalmazó Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság (registered office: 2030 Érd, Sas str. 6.; company reg. No.: 13 09 077466; VAT No.: 12280670-2-13) ('GANTELIN' or 'SELLER'), as seller with the buyer of the goods subject to the commercial transaction ('Buyer') (hereinafter collectively: 'Parties').

The T&C was issued on 25th February 2021, which shall be effective as of the date of this issue until revocation.

Any deviation from these Terms & Conditions may be valid only if expressly accepted by GANTELIN in writing.

GANTELIN expressly excludes the application of any contractual term or supply condition in contrary to or deviating from these T&C, referred by Buyer, irrespective of whether it is disclosed on a hard copy or by any electronic data storage media or through electronic trading. Such contractual terms shall become the part of the contract only upon GANTELIN's express consent.

1 RECITALS

- 1.1. GANTELIN main scope of activity is inclusive of the production, importing and wholesale of individual protective equipment. In the course of pursuing such activities, the terms of the contracts arranged for the purpose to provide the goods to Buyer shall be governed as default by the T&C issued by GANTELIN, the order placed by Buyer ('Order'), as well as the confirmation of the order by GANTELIN ('Order Confirmation').
- 1.2. The relationship between Parties shall be established by the Order Confirmation made by GANTELIN.
- 1.3. Should any contradiction arise between the Order, the Order Confirmation and the T&C, then the provisions of the Order Confirmation shall apply.
- 1.4. Should Parties wish to deviate from the above, then the case contract ('Case Contract') arranged by Parties, the Order Confirmation and the T&C shall govern the relationship between Parties.
- 1.5. Should any deviation arise between the Case Contract, the Order Confirmation or the T&C, then primarily the Case Contract, then the provisions of the Order Confirmation, then the T&C shall apply.
- 1.6. The actual provisions of the T&C shall constitute an inseparable part of the Order, the Order Confirmation and the Case Contract, they shall be managed along with them (hereinafter collectively: 'Contract').

2 COMMON PROVISIONS ON CONTRACTS

Unless otherwise provided, the provisions of this clause 2 shall apply in case of every Order and Contract subject to the effect of the T&C.

2.1 Amount of remuneration

- 2.1.1 GANTELIN shall provide services to Buyer for the prices and according to the conditions valid as of the actual performance issued to Buyer as per the confirmed Order.

2.1.2 The general wholesale price applicable to Buyer shall be the actual list price valid as of the performance date of the Order. The percentage amount of the agreed discount shall be unchanged as long as other conditions of the Contract and Buyer's commitments are met.

2.2 Unilateral amendment to the Contract

2.2.1 Should in the period between the Order Confirmation and the performance of the Order the adjustment of the conditions provided in the Order Confirmation are justified due to the change of the market conditions, such as exchange rate fluctuations, change of the supplier, base material or raw material prices, supplier's default and supplier's defective performance, then GANTELINÉ may amend the Order Confirmation until the deadline undertaken to perform the Order (eg. regarding supply deadline, sale price, packaging unit, minimum order quantity, etc.), and shall promptly notify Buyer thereon. In such case, the Amended Order Confirmation shall apply from the aspect of the performance of the Order.

2.2.2 The issue of a new list price or delivery of an updated Order Confirmation is deemed notification.

2.2.3 In the event of the unilateral amendment of the Contract by GANTELINÉ, Buyer may rescind from the Contract until the performance of the Order.

2.3 Payment terms

2.3.1 Parties agree in bank transfer payment method with respect to the wholesale between each other. The payment due date of the issued invoices shall be the calendar day specified in the Condition List or in the case agreement. Buyer shall pay the invoice in the currency stated on the invoice.

2.3.2 The precondition to apply the wholesale price offered by GANTELINÉ is the exact observation of the transfer due dates, i.e. the timely settlement of the invoices, which preconditions are also the preconditions of purchasing the products offered for the actual discount price. The financial performance shall mean the delivery of the remuneration for the goods by the recipient. GANTELINÉ may suspend Buyer's service after the due date of the pass due receivables by Buyer until the settlement of the debt. Should Buyer fail to promptly settle its debt despite of GANTELINÉ's call, Seller may withdraw any discount offered by it (prices, payment due dates, discounts, other supports) and may suspend the performance of the yet unperformed Orders, or may cancel the Contract.

2.3.3 The amount of the default interest rate mutually accepted by Parties, unless another value is provided in the Condition List, shall be 8 (eight) percent.

2.3.4 The amount of all receivables of GANTELINÉ, i.e. Buyer's all debts including the non-overdue invoices ('Credit Line') is included in the Condition List. The amount of the Credit Line may be adjusted by GANTELINÉ taking the business events, Buyer's turnover data, the financial guaranties submitted and payment discipline into consideration, on which it shall notify Buyer.

2.3.5 GANTELINÉ may refuse to perform subsequent orders placed by Buyer, if Buyer is in default with the performance of unsettled invoices or exceeds the Credit Line.

2.3.6 Buyer undertakes that it may enforce penalty claim against GANTELINÉ neither in the event of breaching the obligations arising from the Contract, nor under other circumstances.

2.4 Delivery, Acceptance, Complaints

2.4.1 GANTELINÉ's default delivery condition is: EXW Érd, Sas str. 6. (Ex Works Érd, Sas str. 6.), any deviation therefrom is possible only in the Case Contract, according to the Condition List or upon mutual agreement.

2.4.2 GANTELIN undertakes to prepare the goods on the basis of the Orders confirmed by GANTELIN, depending on its actual stocks with the receipts complying with the laws, into a condition suitable for transportation. If the delivery cost is borne by Buyer, then GANTELIN may charge the delivery costs.

2.4.3 If not such goods are subject to the Order submitted by Buyer, which are kept on stock by GANTELIN, rather due to its individual properties, the individual supply of the goods are necessary by GANTELIN ('Individually Ordered Product'), then Buyer shall remain bound to its Order following the date of the Order, having no right to rescind, and shall accept the ordered goods.

2.4.4 Buyer undertakes to conduct itemized acceptance of goods on the basis of the invoice issued by GANTELIN or the delivery note accompanying the goods, at GANTELIN's site (or if the delivery is performed by a third-party courier service, then at its own site). In the event of quantitative deviation, it shall promptly notify GANTELIN to take the necessary measures. In case of acceptance of goods performed at GANTELIN's site, Buyer shall not submit any complaint in regards the quantity, integrity and packaging of the goods accepted following leaving the site.

2.4.5 If the delivery is performed by a courier service and Buyer performs the acceptance at its own site, the deadline to file a complaint shall be max. 2 (two) business days from issuing the invoice of the goods, in case of export deliveries, max. 2 (two) business days from the acceptance.

2.4.6 Buyer's potential quantitative and qualitative complaint shall be filed at the complaint platform available at GANTELIN's website (www.reklamacio.ganteline.hu).

2.4.7 GANTELIN shall send a confirmation on the guarantee or warranty administration within 5 (five) business days from the reception of the objected product, and take the necessary measures as required, or in case of denied warranty claims, notify Buyer thereon in writing. Should Buyer request separate reasons of such refusal, then GANTELIN shall deliver it to Buyer in writing.

2.4.8 The deadline confirmed by GANTELIN to perform the Order shall be for information purposes only, the non-observation thereof shall not affect GANTELIN's contractual performance, nor mean the breach of the contract and leading to consequences.

2.4.9 Conditions specified in this point shall be applied only to pallet shipments to Romania. With effect from July 1, 2022, the Government of Romania enacted the Regulation (Regulation) on the establishment of the national supervision system for road transport (RO e-Transport) with high tax-risk. In accordance with the provisions of the Regulation, the Buyer is obliged to register shipments exceeding the value or weight limit specified therein in the RO e-Transport system. Ganteline developed and implemented the processes that provide the Customer with the necessary documents and information to fulfill the above obligations. The process description is available on the Ganteline website at the following link. Ganteline deviates from the conditions defined in the process only if the Customer requests it in advance, in writing, duly signed. In this case, the Buyer is obliged to take all responsibilities, and cover all costs, fees, and penalties resulting from deviations from the conditions of the Regulation and must reimburse Ganteline and his authorized supplier for all costs incurred due to non-compliance with the Regulation and for any fees and penalties that may be imposed.

2.5 Reservation of Title

2.5.1 GANTELIN reserves its title on the goods subject to the Contract until the date of the settlement of the purchase price.

2.5.2 Accordingly, the risk of damages related to the goods accepted by Buyer shall transfer

to Buyer upon the hand-over thereof, however, Buyer acquires title on the goods only when the purchase price thereof is paid to GANTELINÉ in full.

2.6 Electronic Order

2.6.1 The services of GANTELINÉ electronic order platform are available only following registration and entry. GANTELINÉ's contracted partners are authorized to register.

2.6.2 GANTELINÉ shall not be liable for the damages arising from that Buyer forgets his/her password, or it becomes accessible to unauthorized parties for any reasons beyond GANTELINÉ's control. GANTELINÉ shall not be liable for the damages, failures arising from changing the registered data by the client.

2.6.3 The order placed by electronic means shall be filed, and recorded only in electronic form, which may be subsequently recovered, and shall not refer to any code of conduct. If Buyer uses the services of the site and sends an order on GANTELINÉ's site, (s)he concurrently declares that (s)he acknowledges it as binding and accepts the provisions of the T&C.

2.6.4 GANTELINÉ accepts the order via its electronic order platform only following Buyer has completely filled all fields required to the order. GANTELINÉ shall not be liable for any delivery default or other problem arising due to Buyer's incorrectly and/or inaccurately provided order details. Some of the images are illustrations, GANTELINÉ bears no liability for potential deviations therefrom. Following entering the <https://rendeles.ganteline.hu/> platform and selecting the quantities to be ordered, if (s)he deems the product quantity placed into the chart appropriate, checked the total sum and decided to order, the Buyer may complete his/her order by clicking on the 'COMPLETE ORDER' button.

2.6.5 Next to the selected product, the product's net price is indicated in Forint (HUF) or Euro (EUR), which is exclusive of the VAT and the delivery cost.

2.6.6 In the event of disclosing obviously incorrect price (eg. substantially deviating from the product's well-known, generally accepted or estimated market price, including, but not limited to '0' HUF or '1' HUF price presented due to potential system error) GANTELINÉ is not required to deliver the product for this incorrect price, rather it may offer to deliver for the correct price, where Buyer may withdraw his/her purchase intent.

2.6.7 The delivery fee shall be invoiced according to the actually provided prices. Orders placed on the same day, but in different times are processed separately. Posteriorly merging already launched packaging packages is not possible. GANTELINÉ reserves the right to adjust the delivery fee, provided that the adjustment shall become effective concurrently with the written disclosure thereof.

2.6.8 GANTELINÉ shall confirm Buyer's Order by electronic means within 1 business day.

2.6.9 GANTELINÉ undertakes no delivery for a specified time in case of an Order placed via the electronic order platform.

2.6.10 The Electronic order platform is subject to copyright. GANTELINÉ is the copyright holder or authorized user of all contents presented in the course or providing electronic services available via the Electronic order platform: any copyright or intellectual property (including all graphics and other materials), the layout of the Electronic order platform, the software and other solutions, ideas used, as well as the implementation).

2.6.11 GANTELINÉ accept only orders placed at its own Internet websites, via the platform well-identified with the company logo and details.

2.7 Order via e-mail

2.7.1 GANTELINÉ's default order reception method is the Electronic order platform (<https://rendeles.ganteline.hu/>). GANTELINÉ may accept Order by filling the order form available at the <https://www.ganteline.hu/hu/megrendelolap/> website and submitting by

sending to the megrendelolap@ganteline.hu e-mail address. Concurrently with sending the order form, Buyer declares that (s)he is aware of, accepts and acknowledges the provisions of the T&C.

2.7.2 GANTELINÉ accepts only the orders submitted using the order form downloaded (www.ganteline.hu) and properly filled.

2.8 Buy-back Warranty

2.8.1 GANTELINÉ undertakes that the GANTELINÉ's buy-back warranty is valid for protective equipment purchased from it, in accordance with the notification sent by GANTELINÉ to its partners and also available at its website (<https://www.ganteline.hu/hu/news/visszavasarlas-garancia/>). GANTELINÉ expressly sets forth that Buyer shall not return (but not limited to) the Individually Ordered Product (clause 2.4.3), the product having unique logo, the product having damaged packaging, and the products invoiced with DISCONTINUED or END marking.

2.8.2 Buyer undertakes to make the deductions upon the financial performance of receipts having negative prefix (financial compensation) in accordance with the payment due date of the invoice issued on the returned goods.

2.9 Product rating and Product datasheets

2.9.1 GANTELINÉ supports Buyer's successful work with professional materials, consultations, making ratings available. GANTELINÉ contributes to make Buyer register himself/herself as an active buyer at GANTELINÉ's website, gaining the opportunity to download documents supporting the sale (such as technical datasheet related to the product) in addition to the certificate of conformity.

2.9.2 GANTELINÉ's ratings (EC or EU certificates of conformities, type certifications, manufacturer's certificates, inspection reports, etc.), as well as Hungarian and other language information are solely related to the individual protective equipment and may be provided only along with them – their pairing with third-party products of other manufacturer's, distributor's products is unlawful and is deemed a cause to termination without cause due to material breach of contract.

2.9.3 To promote his/her own business activity, Buyer, in case of signing the relevant agreement, may use the legal photos and product descriptions handed-over by GANTELINÉ by electronic means for the specific purpose. Buyer shall respect the design and know-how elements of the ratings, information, product descriptions, photos, names subject to GANTELINÉ's ownership. Presentation, pairing, offering third-party products purchased not from the seller, using GANTELINÉ's photos, descriptions, article numbers and names is deemed cause to termination without notice due to material breach of contract.

2.10 Notices

2.10.1 Any notice, legal statement between Parties shall be delivered in certified-registered mail or by electronic mail. ('Notice')

2.10.2 The Notice becomes effective as of the date of delivery or another subsequent date specified in the Notice.

2.10.3 The notification addresses are included in the Case Contract or the Order. Unless otherwise agreed, the notification address shall be Parties' registered office.

2.10.4 The Notice, until otherwise proven, shall be deemed made and delivered on the following dates:

- in case of certified mail, by the date of delivery stated on the return receipt;
- in case of registered mail, on the fifth day following the postage stamp;
- in case of electronic mail, on the date when the electronic mail becomes accessible to the

recipient.

2.10.5 The Notice delivered to the mailing address provided in the Case Contract and in the Order may be deemed delivered even when the post returns it to the sender with 'unknown recipient' or 'not searched' marking. In such events the postal consignment shall be deemed delivered on the fifth business day from attempting the postal delivery.

2.11 Confidentiality

2.11.1 Parties mutually warrant that they shall treat financial, business, organizational and personal information (including each other's price lists, the content of the Contract and the Condition list) learnt on the other party in the course of their commercial relationship between each other as trade secret and shall not transfer them to third parties. Parties shall cause the provisions on confidentiality learn and follow by their employees.

2.12 Miscellaneous

2.12.1 Parties set forth that all legal statements related to the Contract may be valid only in writing (postal mail, e-mail).

2.12.2 With respect to matters not regulated hereunder, the relevant provisions of the Civil Code shall apply.