The General Terms and Conditions of Contract of Bonus Kft. for the supply of Products

(Effective: from 1st January 2016.)

I. DEFINITIONS

1. *Data Request Form:* A form made available by the Supplier to the Client at the time of the conclusion of the Individual Contract, on which the Client shall give its data relevant for the contractual relationship to the Supplier. These are the following: the Company name, seat, company registration No., tax No., bank account No., e-mail address, telephone No., fax No., the name of the representative authorized to sign for the company, the address of the website of the company, the name, official e-mail address and telephone No. of the contact person, the name, e-mail address and telephone No. of contact persons, as well as the address of the warehouses and sites.

2. *Offer:* The current price list of the Products, their specifications and the list of individual conditions collectively, which form annexes to the Individual Contract.

3. *Domestic Delivery*: When the site (delivery address) given by the Client in the Order is located on the territory of Hungary. Applicable parity: DAP.

4. *Individual Contract:* A separate contract concluded by and between Bonus Kft. and the Client in view of these GTC.

5. *Export Delivery:* When the destination of the Products ordered by the Client is located outside the territory of Hungary. Applicable parity to be agreed between the Client and the Supplier: DAP or EXW.

6. *Order:* An order for the Products on the basis of the Individual Contract by concrete product type and quantity, as specified by the Supplier.

7. *Supplier:* Bonus Kft.

8. *Products:* All the products distributed by Bonus Kft.

II. GENERAL PROVISIONS

1. The Individual Contract establishes a contractual relationship between the Supplier and the Client, on the basis of which the Client shall be entitled to place ad hoc orders for the Products.

   The basic conditions of the contractual relationship established between the Supplier and the Client according to the above shall be regulated by the Individual Contract and these GTC.

   These GTC, the Individual Contract and the Order collectively shall form the entire agreement between the parties with respect to the ordering of the given Products. By placing the Order the Client, after reading the GTC, expressly acknowledges and accepts the provisions of the current GTC.

   The Client further states that on the basis of subsection (2) of Section 6:78 of Act No. V of 2013 on the Civil Code (hereinafter referred to as: the Civil Code) the GTC do not contain any conditions significantly deviating from the normal business practice, or from the provisions of law applicable to the contract or any term of the previous contract between the Parties.

The current version of the GTC will be published by the Supplier on its website (https://bonus-hungary.com/gtc)

2. The Supplier shall hand over to the Client its current Offer as annexes to the Individual Contract. The Supplier shall be obliged to keep these updated, and to inform the Client of any changes in writing (fax, e-mail).

   The Client shall be obliged to fill in a Data Request Form at the time of the conclusion of the Individual Contract. At the time of making available the Data Request Form, the Supplier shall also give to the Client its own data in accordance with the Data Request Form.

   By filling in and duly signing the Data Request Form, the Client gives its consent to the management of its data, gives its consent to the Supplier adding its central e-mail address to its mailing list and sending it information on all relevant circumstances relating to the contractual relationship (e.g. changes in the Offer, changes in the GTC, etc.).

   At the same time the Supplier acknowledges that the Client shall be entitled to use and manage the data made available by it for the same purposes.

   The Client is aware of the fact that the Supplier is registered with the National Authority for Data Protection and Freedom of Information (Nemzeti Adatvédelmi és Információszabadság Hatóság) as data controller. Registration No.: NAIH-92672/2015, Privacy Policy Notice

The offer of the Supplier shall be valid until the withdrawal of the Offer, or the modification thereof. In the case of the modification of the Offer, this rule shall apply to the validity of the modified offer accordingly. The detailed provisions on the modification of the Offer and on the entry into effect thereof will be included in the list of individual conditions forming an annex to the Individual Contract.

   Copies of the specimens of signature and certificates of incorporation of the Supplier and the Client, not older than 8 days, shall also be attached as annexes to the Individual Contract to be concluded.

3. The Client shall place any Order with the Supplier for Products to be supplied on the basis of the GTC and the Individual Contract at least 5 working days before date of delivery indicated in the Order (taking into account the transit time) in writing (e-mail, fax). The Client shall be obliged to indicate in the Order the product types and quantities of the ordered products, the date of delivery, the place (delivery address) of performance (acceptance of the Product) of the order. The Supplier provides a template for this purpose, the use of which is not mandatory.

   A contract between the Client and the Supplier for the supply of the products according to the Order will be established when the Client places an Order with the Supplier corresponding to the itemized Offer of the Supplier in every respect before the expiry of the validity of the offer as set forth in subsection 2 of Section II, or when an Order corresponding to the itemized Offer of the Supplier in every respect is received by the Supplier after the expiry of the validity of the offer and the Supplier makes a statement on the acceptance thereof in writing.

   The Client shall not be obliged to accept products from the Supplier that have not been ordered by the Client in writing.

4. The Supplier shall be obliged to confirm an Order within 48 hours from the receipt thereof in writing (fax, e-mail). If the date of delivery indicated by the Client in the Order is not suitable for the Supplier, it shall inform the Client of this in writing without delay, and initiate a consultation with the Client.

Bonus Kft. • Cím: 7800 Siklós, Ipartelepi út 2.
Tel.: +36 1 770 7000 • Fax: +36 1 770 7116
info@bonus-hungary.com • www.bonus-hungary.com

The confirmation shall include an itemized list of the name, type, quantity and price of the Products ordered by the Client, as well as the date of delivery given as a concrete calendar day, and for Domestic Delivery or Export Delivery (DAP parity) the site of the Client, and for Export Delivery (EXW parity) the site of the Supplier where the acceptance of the Products will be performed (delivery address).

In the case of any disagreement with respect to the contents of the Order, the parties shall be obliged to consult each other without delay. An order is established according to contract only if, and to the extent in which there is no disagreement of any kind between the parties with respect to the contents of the Order.

5. The parties undertake the obligation to treat confidentially the fact and conditions of the offers, orders, and the Individual Contract, as well as any business secrets according to the Civil Code, coming to their knowledge in the course of the performance of these GTC, the Individual Contract and the concrete orders, and not to make them accessible or not to disclose them to any third party. For the protection of business secrets, the prices of the Products will not be indicated by the Supplier in the delivery note, they will be shown only in the invoice and in the confirmation documentation according to subsection 4 of Section II.

III. Prices, terms of payment and set-off

1. The prices indicated in the Offer, as may be subsequently modified, for Domestic Delivery shall include the costs of transportation to the destination of the Products and unloading from the transporting vehicle onto the ramp.

   The prices indicated in the Offer, as may be subsequently modified, for Export Delivery (DAP parity) shall include the costs of transportation of the Products to their destination, but shall not include the costs of unloading the Products from the transporting vehicle onto the ramp. In this case unloading shall be the responsibility of the Client, by using its own equipment.

   The prices indicated in the Offer, as may be subsequently modified, for Export Delivery (EXW parity) shall not include the costs of transportation of the Products to their destination and unloading from the transporting vehicle onto the ramp. In this case the responsibility of the Supplier shall be limited to making the Products available to the Client (loading onto the ramp) at its own site, the costs of which shall be included in the prices indicated in the Offer, as may be subsequently modified. Transportation shall be arranged by the Client.

   The Supplier shall have the right to modify the prices of the Products by giving notice to the Client at least 30 days before the entry into effect thereof.

   The new prices notified by the Supplier and accepted by the Client shall apply only to orders placed after the entry into effect of the price modification. Products ordered before the price change, but not delivered before the entry into effect of the price change shall be supplied by the Supplier at the old price. If the parties hold a sales promotion with respect to any product, they shall make a separate agreement on the transfer price of the promoted product.

2. In the case of Domestic Delivery the complete unloading (onto the ramp) shall be performed by the driver of the Supplier, and the equipment necessary for unloading shall be provided by the Supplier. If the Supplier fails to do so, the necessary equipment shall be provided by the Client, on condition that_the Supplier shall use it only at its own risk, and shall assume responsibility for any damage arising from its use of the equipment.

   In the case of Export Delivery (DAP tparity) unloading shall be the responsibility of the Client, using its own equipment.

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3. In the case of Export Delivery (EXW parity) the complete loading shall be performed by the Client, under the supervision of the representative of the Supplier. The equipment necessary for loading shall be provided by the Client.

4. The Client shall be obliged to make the payments in the currency and manner specified by the Supplier, without any deduction or set-off of bank charges.

5. The Client shall have the right to set-off only with respect to claims that have been accepted by the Supplier in writing, are undisputed, or have been finally awarded.

IV. RETENTION OF TITLE

1. The title to the delivered Products shall pass from the Supplier to the Client at the time of the payment of the price of the Products.

2. Regardless of the retention of title, the Supplier gives its express consent to the Client commercially selling the Products delivered to it as its own, to its own customers, before the price thereof is paid by the Client to the Supplier and the title to the Products - which shall pass to it at the time of the payment of the price - passes to the Client.

V. PERFORMANCE OF TRANSPORTATION, DATES, DELAY, BEARING THE RISK OF DAMAGE

1. For Domestic Delivery and Export Delivery (DAP parity) the place of performance of the Order (of acceptance of the Products) shall be the site (delivery address) indicated by the Client in the Order.

   The Supplier shall have the right to use a subcontractor (transporter, carrier) for the performance of transportation, but the Supplier shall assume the same responsibility for the conduct of the subcontractor as if transportation was performed by itself.

   For Export Delivery (EXW parity) the place of performance of the Order (of acceptance of the Products) shall be the site (delivery address) specified by the Supplier in the confirmation according to subsection 4 of Section II.

2. In the case of Domestic Delivery the Supplier undertakes the obligation to deliver the Products within 5 working days from the confirmation according the subsection 4 of Section II of the Order according to subsection 3 of Section II on the date of delivery specified by the Client in the Order. Delivery outside 5 working days shall be possible only in the case specified in subsection 4 of Section II, and if the Client specifies a date of delivery outside 5 working days in the Order according to subsection 3 of Section II.

   In the case of Export Delivery (DAP parity) the Supplier undertakes the obligation to despatch the consignment of the Products within 5 working days from the confirmation according the subsection 4 of Section II of the Order according to subsection 3 of Section II. Transportation time (transit time) shall be taken into account in addition to that both by the Client when specifying the date of delivery in the Order and placing the Order, and by the Supplier when performing the transportation. A deviation from this shall be possible only in the case specified in subsection 4 of Section II, and if the Client specifies a later date of delivery in the Order according to subsection 3 of Section II.

   In the case of Export Delivery (EXW parity) the Supplier undertakes the obligation to hand over the Products within 5 working days from the confirmation according the subsection 4 of Section II of the Order according to subsection 3 of Section II on the date of delivery specified by the Client in the Order. Delivery outside 5 working days shall be possible only in the case specified in subsection 4 of Section II, and if the Client specifies a date of delivery outside 5 working days in the Order according to subsection 3 of Section II.

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If the products in question are not listed products, the parties may deviate from these provisions of the GTC in the Individual Contract.

3. The date of delivery shall be regarded as met if the Supplier handed over the Products to the Client on the date of delivery (accepted or agreed according to subsection 4 of Section II) at the place specified in subsection 1 of Section V (taking into account the obligation of unloading specified in subsection 2 of Section III).

4. Should the parties fail to meet the dates of delivery indicated in the Order due to the occurrence of force majeure events such as mobilization, war, uprising or other similar events, for example strike or quarantine, exceptional forces of nature (flood, fire, etc.), the dates of delivery shall be extended accordingly.

5. If performance by the Supplier is delayed for reasons attributable to it, the Client shall have the right to demand a penalty for delay for each completed week of the delay (the first completed week of the delay shall qualify as a grace period for which no penalty may be demanded), the amount of which shall be equal to 2% of the net price of the part of the Products affected by the delay, however the maximum amount of the penalty shall not exceed 5% of the net price of the Products in delay.

6. If performance is delayed at the request of the Client or for reasons attributable to it to a date later than the date of delivery accepted or agreed subsequently according to subsection 4 of Section II, the Supplier shall have the right to demand a penalty for delay from the Client for each completed week affected by the delay (the first completed week of the delay shall qualify as a grace period for which no penalty may be demanded), amounting to 2% of the net price of the affected part of the Products. The penalty shall not exceed 5% of the net price of the affected part of the Products.

7. If the Supplier fails to perform at all for reasons attributable to it, or the amount of the penalty for delay reaches the maximum amount (which shall also qualify as failure), the Client shall have the right to demand a penalty for failure from the Supplier, the amount of which shall be equal to 5% of the net price of the part of the Products affected by the delay.

8. If the performance of the Order fails for reasons falling within the sphere of interest of the Client, or the amount of the penalty for delay reaches the maximum amount (which shall also qualify as failure), the Supplier shall have the right to demand a penalty for failure from the Client, the amount of which shall be equal to 5% of the net price of the part of the Products affected by the delay.

9. The penalties (for delay and failure) specified in subsections 5 and 7 of Section V shall be payable after the expiry of the dates, and upon the occurrence of the conditions, on the basis of the relevant invoice of the Client, by transfer. If the Supplier fails to pay a due penalty within 30 (thirty) calendar days, the Client shall have the right to deduct it directly from other invoices payable by it to the Supplier.

10. The penalties (for delay and failure) specified in subsections 6 and 8 of Section V shall be payable after the expiry of the dates, and upon the occurrence of the conditions, on the basis of the relevant invoice of the Supplier, by transfer. If the Client fails to pay a due penalty within 30 (thirty) calendar days, the Supplier shall have the right to deduct it directly from other invoices payable by it to the Client.

11. The Supplier will use EUR pallets for the transportation and handing over of the Products to the Client. The Client expressly undertakes the obligation to hand over to the driver of the Supplier at the time of the acceptance of the Products exchange EUR pallets of the same quality as those handed over to it. It acknowledges that if this obligation towards the Supplier is not or not properly performed, the Supplier will invoice to it the price of the pallets at a net unit price of HUF 2,500. If the Supplier uses a transporter for the performance of transportation, the price of the EUR pallets shall be invoiced at the above unit price

in all cases. The Supplier shall inform the Client of this fact in the notice according to subsection 4 of Section II.

12. The pallet height of the Products will be maximum 270 cm. If this is not suitable for the Client, it shall indicate its request relating to pallet height in the Order.

13. In the case of Domestic Delivery the representative of the Client shall be obliged to perform the acceptance of the Products without delay after the handing over of the Products, and then to certify the performance by (duly) signing each page of the delivery note received in 3 (three) copies from the driver of the Supplier. The Supplier shall receive 2 (two) copies of the signed delivery note, while the Client shall receive 1 (one) copy thereof. From the 2 (copies) of the Supplier, one copy shall be subsequently sent to the Client with the invoice, as an attachment thereto. If at least 1 (one) copy from the 3 (three) copies of the delivery note is signed on each page, the validity thereof shall not be affected by any signature missing due to an administrative error from any page of the other copies.

    In the case of Export Delivery (DAP parity) the above provisions shall apply with the difference that CMR delivery notes shall be used.

    In the case of Export Delivery (EXW parity) the above provisions shall apply with the difference that the Products shall be accepted by the representative of the Client at the site of the Supplier, from the representative thereof, and CMR delivery notes shall be used.

    A deviation in quality shall be established if every tested Product (n=10) - each of which has been selected from a different collective packaging - deviates from the reference samples subjected to prior testing by the Supplier and accepted by the Client. A tolerance limit of +/- 5% is agreed for material composition and weight difference.

14. If during the acceptance specified in subsection 13 of Section V or during an itemized quantity and quality inspection performed within 8 (eight) working days after that any deviation (in quantity or quality) is found, the Client shall notify the Supplier in writing (fax, e-mail) upon the detection of the deviation within the shortest possible time.

    Any quantity and/or quality complaint undetectable by the Client (hidden) shall be communicated to the Supplier by the Client upon detection without delay, but within 3 (three) working days the latest from the detection of the hidden quality and/or quantity defect by telephone, and then in writing (fax, e-mail) as well. The Supplier shall assume responsibility for hidden defects undetectable during acceptance, it shall be obliged to reimburse the Client for any damage, cost resulting from such defects.

    In the case of a Client complaint the Supplier shall be obliged to supply or replace the affected products, or to reduce the invoice amount and take back the products affected by the complaint. The affected products shall be supplied or replaced by the Supplier at the time of the delivery of the next order of the Client or at the time of the next distribution delivery, however the supply or replacement shall be performed within 10 working days from the date of the complaint the latest.

    If the Supplier settles the client complaint according to the provisions of this section (supply of missing products, product replacement, credit invoice), the fact of complaint shall not affect the obligation of the Client to pay the invoice and the due date thereof.

    The risk of damage shall pass to the Client when the Products are properly handed over by the Supplier to the Client. The risk of damage shall also pass to the Client, if the acceptance of the Products is delayed for reasons attributable to the Client, or if the Client rejects the acceptance of the Products without good reason, without reference to any quality defect.

15. The Client undertakes the obligation to pay the price of the Products delivered by the Supplier according to contract – after the certification of performance according to subsection 13 of Section V – in accordance with the terms of payment specified in the Individual Contract.

16. In the event of a delay in payment either party shall pay an interest for delay at a rate equivalent to twice the base rate of the Hungarian Central Bank.

17. The Client acknowledges that the Supplier shall have the right to assign the invoice issued to it to a third party, in this case the payment shall be made to the assignee. The Supplier shall notify the Client of the assignment in accordance with the provisions of the Civil Code.

18. The Supplier shall not undertake the obligation to buy back any remaining stock unsold by the Client.

19. The Supplier states that it has all the official licenses required for the distribution of the Products, and guarantees that the quality of the Products meets the conditions set forth in the GTC, the Individual Contract and the Offer forming an integral part thereof, the samples presented to the Client, as well as the requirements specified in legislation applicable to the Products in Hungary, and the Hungarian standards in every respect.

VI. VENUE FOR THE SETTLEMENT OF DISPUTES AND GOVERNING LAWS, SEVERABILITY

1. The parties shall attempt to settle amicably any legal dispute in connection with these GTC, the Individual Contract concluded on the basis thereof and the Order. Should that fail, the Parties stipulate the exclusive jurisdiction of the Siklós Municipal Court or the Pécs Regional Court for the settlement of the legal dispute.

2. These GTC, the Individual Contract concluded on the basis thereof and the legal statements, communications based on them shall be governed by the laws of Hungary, providing that the provisions of the Convention on Contracts for the International Sale of Goods, CIGS, adopted in Vienna in 1980, shall not apply.

3. The invalidity of one or more of the provisions of these GTC or the Individual Contract shall in no way affect the validity of the other provisions, unless the performance of the contractual obligations would become unreasonable for either party.

4. The General Terms and Conditions of Contract of the Client shall not apply to this legal relationship.

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