

Vajda Papír Kft.

General Terms and Conditions

for Third-party Shipping Services

Effective as of: 1 December 2017

In the subject of third-party shipping services, by accepting the shipping order, Vajda Papír Kft (billing address: H-2330 Dunaharaszti, Némedi út 51.; mailing address: H-1239 Budapest, Ócsai út 8.; Tax number: 11891095-2-44; Community tax number: HU11891095 (hereinafter referred to as the Principal) and the Carrier (hereinafter: Contractor) enter into a contract in accordance with the present General Terms and Conditions.

1. Compliance with relevant laws

According to our agreement, the Contractor's vehicles shall have valid carrier and traffic licences, a CMR liability insurance providing sufficient cover for the present shipping task and the cargo to be shipped (in case of domestic transport, with carrier's / forwarder's liability insurance), international cargo insurance, and all the equipment required for performing the shipping task.

The following requirements apply to insurance policies:

Description	International liability insurance	Hungarian carrier's / forwarder's liability insurance	Cargo insurance
Insurance amount:	HUF 185,160,000	HUF 3,000,000	HUF 315,000,000
Insurance limit (HUF/insurance claim)	HUF 61,720,000	HUF 3,000,000	HUF 8,000,000
Insurance limit (HUF/insurance claim)	HUF 61,720,000	HUF 3,000,000	HUF 16,000,000

Identifying and complying with the laws and regulations applicable within the EU and in the given country for shipments shall be the Contractor's obligation and responsibility which the Principal shall be entitled to verify subject to prior notice.

2. Technical compliance of vehicles

Contractor's truck assigned for the shipping task shall be in a state technically suitable for the given shipping task. The Contractor must follow a good practice of hygiene procedure which excludes the risk of cross-contamination. Contractor's trucks must be in good condition, clean, odour-free, fluid-free and not damaged. Hygiene examination will be executed before loading. In case of non-conformity the loading of the truck will be refused. Any failure of shipment due to a technical defect at the loading and unloading site and the costs arisen due to such failure shall be borne by the Contractor. Contractor shall make sure that appropriate cargo securing equipment is available (e.g.: side boards, partition wall, locks, ratchet straps, chains, end boards, anti-slip mats, edge protectors). If the necessary equipment is not available for loading the cargo and it is provided at the loading site, then the price of such equipment will be billed to the Contractor unless the equipment can be returned to the loading site.

3. Cargo handling

Principal shall be promptly notified if the quantity of goods loaded at the loading site or any other detail on the CMR does not match the quantities or instructions contained in the shipping order sent

by the Principal and accepted by the Contractor. The loading site shall not be left until further instruction by the Principal.

If the cargo obviously needs special handling or shipping but the Contractor has not received any prior instruction to this effect or such instruction was deficient, then Contractor shall promptly notify and request further instructions from the Principal, and the Contractor shall handle the cargo with reasonably expected professional competence and care. In addition, Contractor shall promptly notify the Principal if it did not have an opportunity to check the goods at loading or unloading. The Contractor shall be liable for any costs and damage arisen due to failure to make such notification or non-compliance with the order.

It is strictly prohibited to re-load the cargo to a different vehicle or within the same vehicle or to stack the cargo or to combine it with other cargo without prior agreement. Any subsequent instruction concerning the cargo may be accepted only in writing and exclusively from the Principal.

During shipping, the Contractor's driver shall keep the mandatory rest times set out in the relevant laws in a safe area in a parking place. The Contractor shall be responsible for ensuring the safety of the cargo.

4. Subcontracting

The Contractor shall not employ any subcontractor in performing the shipping order without the Principal's written consent. Breach of the above provision shall qualify as a material breach of contract in which case the Contractor shall be liable to a flat-rate penalty of EUR 300 (HUF 100,000 in Hungary) over and above the actually incurred damages.

In relation to the EKAER system introduced from 01.01.2015, before starting to perform the shipping task the Contractor's driver shall verify that an EKAER number exists; in absence of an EKAER number, it is prohibited to commence shipping. During shipping the Contractor shall report any changes in the registration numbers. The Contractor shall be fully liable for any fines due to failure to report such changes in the registration numbers.

5. Placing orders

Subject to prior consultation, the Contractor shall confirm Principal's written freight order within one hour in writing (by email). Failing such confirmation, the freight contract shall be deemed by the Principal as concluded in accordance with the prior negotiations and these General Terms and Conditions, and the Principal shall not accept any confirmation that is contrary to its original order. The order sent by the Principal must always contain an order number. The currency of the order shall be the Hungarian Forint or Euro.

By accepting and performing the freight order, the Contractor declares (conscious of its criminal liability) that it knows all the relevant European laws and regulations, with special respect to the German Minimum Wage Act effective since 01.01.2015, and undertakes to comply with and apply the provisions of the said Acts in its lawful conduct. If, in relation to the above, any authority or other person should assert a claim or apply any legal consequence against the Principal, then the

Contractor shall indemnify the Principal and hold it harmless from and against any such claim or legal consequence and reimburse any damage suffered by the Principal.

6. Invoicing terms

Pursuant to Section 163-Section 164 of Act CXXVII of 2007 on Value-added Tax as amended from time to time, the Contractor shall issue its invoice within 15 days after delivery and send the same to the Principal via post.

The mandatory elements of the invoice include the original delivery documents containing all the necessary data, signatures and seals (original bill of lading confirmed by the loading and unloading site, CMR, journey form, certificate of stay and certificate of confirmation).

The invoice must always include:

- the order number on the freight order sent by the Principal;
- the number of the bill of lading issued at loading;
- the unloading and loading site;
- in a separate line, the toll paid by the carrier and in an additional line the amount remaining after the toll is deducted from the agreed freight.

If any mandatory content or mandatory attachment of the invoice is missing, the Principal shall not accept the invoice. Such invoice shall be returned to the Contractor for correction and attaching the missing documents.

The delivery date of the invoices shall be identical with the last unloading date of the shipping order. The currency of the invoice shall be identical with the currency of the order.

The payment deadline is 60 days calculated from the date of the invoice. Contractor accepts Principal's terms of payment and, accordingly, up to 7 days delay in payment by the Principal from time to time shall not be deemed a payment default.

If the Contractor delays with issuing its invoice, it shall pay the Principal liquidated damages equal to 10% of the freight which amount shall be deducted on payment of the invoice. If the Contractor fails to meet its obligation to issue the invoice pursuant to paragraph 1 of this section (i.e. within 15 days after delivery), then the Contractor shall reimburse the Principal for any legal consequences (tax penalty) of the delayed issue of the invoice suffered by the Principal.

Regardless of issuing the invoice, the Contractor shall send the certificates of performance (certified CMR, domestic bill of lading, waybill etc.) within 2 days (domestic) or 15 days (international) to the email address fuvadokumentacio@vajdapapir.hu. If the Contractor fails to meet this obligation, then it shall pay liquidated damages equal to 5% of the freight for which the Principal shall issue an invoice and shall be entitled to set off its claim for such liquidated damages against the shipping invoice currently payable.

7. Billing address

Our billing address: VAJDA PAPIR KFT. H-2330 Dunaharaszti, Némedi út 51.

Our mailing address: VAJDA PAPIR KFT. H-1239 Budapest, Ócsai út 8.

Tax number: 11891095-2-44

Community tax number: HU11891095

8. Freight

The freight includes all costs arising during shipping, and the Principal will accept any claims for any additional fees, costs or demurrage only in a separate invoice subject to prior consultation and with the Principal's special written consent

9. Demurrage

The rate of demurrage is a pre-agreed amount but it shall not be more than EUR 155 (domestic HUF 2500 / commenced hour) for 24 ton vehicles, or EUR 75 (domestic HUF 2500 / commenced hour) for 7.5 vehicles per day. In case of loading and unloading within the European Union, a period of 24 hours and the entire weekend shall be free of demurrage. No demurrage shall apply to waiting on non-working days or for customs clearance.

10. Failure of the shipping order

If loading fails for a reason within the Principal's control and the vehicle reports for the shipping job in accordance with the shipping order that was not cancelled before the loading date, then the Principal shall reimburse the Contractor's damage against a certificate of stay confirmed by the loading site for up to EUR 100 (in case of domestic transport up to HUF 35,000, small truck HUF 15,000, cancellation after 2 p.m. for a next-day job: HUF 25,000, small truck HUF 8,000).

11. Time window; loading, unloading and entry procedures; labour safety regulations

Principal strives to conduct loading operations effectively and quickly by using a time window system. During the scheduling of shipments, the Contractor shall obtain a time window from the Principal's freight forwarder. The Contractor shall abide by the time window. The shipping order must indicate the date of unloading and the time window already at the initiation of the order. The Contractor's driver shall register for the time window 30 minutes before the specified time, otherwise the Principal does not accept any claim for demurrage due to delayed loading. In case of delayed registration, the Principal shall guarantee loading or unloading only in the next available time window after actual arrival. The time window is locked for 24 hours.

Upon arrival at the loading or unloading site, the driver has a registration obligation. In case any problem arises, the Principal shall be promptly notified. In case of failing to perform registration, the Principal shall charge EUR 10 (HUF 3000) flat-rate damages on the Contractor.

In case of delayed reporting (at the loading or unloading site), the Principal shall charge EUR 35 (HUF 10,000) flat-rate damages plus the damages actually incurred on the Contractor, and shall not pay demurrage to the Contractor. If the Contractor fails to report at the loading site or cancels the job after 12:00 pm on the working day preceding the loading date, the Principal shall be entitled to charge the Contractor with flat-rate damages of EUR 155 (or in case of domestic shipment, the Principal shall be entitled to employ another carrier and charge the related extra costs together with the damages including potential customer compensation for delayed reporting).

Drivers performing incoming and outgoing shipments may enter the Principal's site only in numbered high-visibility vests and safety footwear. While staying at the site, employees must wear numbered high-visibility vests and safety footwear. This also applies to persons accompanying the driver. Principal does not provide safety footwear for drivers performing loading / unloading operations. Persons accompanying the driver shall not exit the truck at the Principal's site unless in case of a fire alarm or to avoid or prevent a threatening accident.

The Principal shall only receive or dispatch goods with a proper corporate seal.

Smoking is forbidden in the entire area of the Principal's site. The driver performing the shipping job must not smoke in the cockpit either. Failure to comply with the above shall give rise to a deduction of EUR 35 / (HUF 10,000 for domestic) penalty from the freight. The entire site is subject to a speed limit of 20 km/h. Failure to comply with the above shall give rise to a deduction of EUR 35 / (HUF 10,000 for domestic) penalty from the freight.

12. Governing law, settlement of disputes

Principal expects from the Contractor that its operation is fully compliant with current law of labor, OSH and environmental regulations.

In case of partial or full loss of the cargo, the Contractor shall reimburse the value of the goods lost and shall not claim the freight. The Contractor must have a valid CMR insurance. The movement, re-loading or stacking of goods or their combination with other goods requires the Principal's written consent. If the Contractor fails to comply with this, it shall lose the right to claim the freight and shall not be paid the freight.

Principal reserves the right to inspect the Contractor's journey records in case of a complaint. Protecting the client is a basic condition for the Principal's freight order; the existence and the contents of the freight contract shall qualify as confidential information and shall not be disclosed to any third party or used for any purpose other than the performance of the contract.

Establishing direct contact with the loading or unloading firm will be deemed by the Principal as breach of confidentiality; and the Contractor shall not accept or make any offer for a logistics activity for a period of 1 year counting from today's date. In case of breaching this obligation, the Contractor shall pay flat-rate liquidated damages of EUR 50,000 to the Principal, and in this case the Contractor shall lose its right to claim the freight under the contract. Principal shall assert any additional claims in a judicial procedure.

Questions not regulated in the freight contract shall be governed by the provisions of the Hungarian laws, the CMR Convention, the Hungarian General Terms and Conditions of Forwarding and the Civil Code. The parties shall try to settle any disputes by means of negotiation and if such negotiations fail the parties submit to the jurisdiction of the Hungarian courts. If the Contractor is not domiciled in Budapest or in Pest County, then the Principal stipulates the exclusive jurisdiction of the relevant subsidiarity of the Metropolitan Court of Budapest.

13. Provisions concerning pallets

The Principal shall clearly indicate on each shipping order whether the given shipment requires exchange pallets or shipping is carried out without the exchange of pallets.

13.1 Shipments without exchange pallets

Principal does not expect exchange pallets at the time of loading or consolidated exchange pallets after outgoing shipment:

- 13.1.1 in case of delivery on Chep pallets;
- 13.1.2 in case of loading a complete vehicle with sacks (without pallets);
- 13.1.3 in case of loading on EUR pallets invoiced to the buyer.

13.2 Shipment with exchange pallets

In case of shipping orders with the exchange of EUR pallets, the Contractor has an obligation to settle accounts for the pallets. The shipping invoice shall only be accepted if the written settlement of pallets issued by the Buyer (confirmed waybill) is sent to the email address fuvardokumentacio@vajdapapir.hu within 2 days (domestic) or 15 days (international), and relevant documents are attached to the invoice. Failing the above, the Principal shall be entitled to issue an invoice for the value of the pallets based on the current actual average price of the pallets published by the Principal on its website (<http://vajdapapir.hu/logistics-terms/pallet-price>).

Principal reserves the right to consolidate the shipping invoice with the invoice relating to the pallet shortage.

13.2.1 Shipment with prompt exchange of EUR pallets

In case of shipping orders with prompt exchange of EUR pallets, the Contractor undertakes to make available good-quality pallets in the number required under the shipping order when loading is commenced on the Principal's site.

The Principal accepts complaints concerning pallets provided by the Principal for the goods to be shipped on only during loading at its site, i.e. no such complaint may be filed subsequently. If the Contractor does not have a sufficient number and / or proper quality pallets, the Principal shall charge the Contractor with the difference between the number of pallets delivered to the Principal's buyer and the number of pallets submitted as prompt exchange on the Principal's site. If the Contractor fails to deliver the missing pallets by the relevant deadline (5 calendar

days), then the Principal shall issue an invoice for the value of the missing pallets. Principal shall invoice the missing pallets at the current actual average price of pallets published by the Principal on its website (<http://vajdapapir.hu/logistics-terms/pallet-price>).

The number of pallets returned by the Principal's buyer at the unloading site shall be recorded by the Contractor's driver in the bill of lading in each case so that the details can be tracked back as well as to protect the Contractor's interests. The pallet documentation attached to the bill of lading shall be signed and sealed by the representative of the Principal's buyer as well as by the driver representing the Contractor.

If the Principal's buyer should not supply sufficient number of exchange pallets, then this fact shall also be recorded in the bill of lading upon delivery of the goods which shall be signed by the representative of the Principal's buyer as well as by the driver representing the Contractor. If no or short exchange of pallets took place then it should be reported in writing by the Contractor to the Principal's freight forwarder on the date of unloading. In this case, the Contractor shall be entitled to invoice the value of unreturned pallets to the Principal at the amount specified above attaching a copy of the bill of lading confirmed by the buyer. If the exchange of pallets is not documented in the original bill of lading, the Principal shall regard it as if the Principal's buyer had delivered to the Contractor the number of exchange pallets indicated in the bill of lading.

13.2.2 Shipment with consolidated exchange of EUR pallets after delivery

If shipment is carried out **with exchange of EUR pallets at the buyer**, Contractor undertakes to receive the same number and quality of EUR pallets from the Principal's buyer in exchange as is indicated in the bill of lading issued by the Principal and to return the pallets so received to the Principal's site by the agreed deadline.

The Principal accepts complaints concerning pallets provided by the Principal upon loading for the goods to be shipped only during loading at its site, i.e. no such complaint may be filed subsequently.

Principal's buyer shall not expect the Contractor to accept pallets that are of inferior quality ('Inadequate') as exchange pallets; the Contractor shall refuse to receive such pallets under any circumstances. If the Contractor accepts exchange pallets that are of inferior quality compared to the delivered pallets, the Principal shall not accept such pallets in return. The Contractor shall have 7 days to replace such pallets with proper quality ones, otherwise the Principal shall be entitled to invoice such inferior quality pallets at the current actual average price of pallets to the Contractor, which is published at Principal's website (<http://vajdapapir.hu/logistics-terms/pallet-price>).

The Contractor shall receive sufficient number of good-quality pallets from the Principal's buyer and shall not refuse such receipt, except in the case of a quality complaint. Such receipt shall be documented in each case in the appropriate field of the bill of lading issued by the Principal (exchange pallet seal) which shall be signed by the representative of the Principal's buyer and the driver representing the Contractor.

If upon receipt of goods, the Principal's buyer does not provide sufficient number of exchange pallets, this fact shall be recorded in the bill of lading which shall be signed by the representatives of the Contractor and the Principal's buyer. If no such documentation takes place, it shall be deemed as if the Principal's buyer had delivered to the Contractor the amount of pallets indicated in the bill of lading.

Contractor shall be obliged to take back pallets that have accumulated as exchange for pallets the Principal's buyer failed to provide during previous deliveries only if the parties separately agree on this before the shipping order is sent.