GENERAL TERMS AND CONDITIONS

1. INTRODUCTORY PROVISIONS

1.1. PANDAN Műanyagfeldolgozó és Környezettechnikai Kft. (registered office: 9771 Balogunyom, Zrínyi utca 37, Building A; company registration number: 18 09 100885; tax number 10713796-2-18; hereinafter: "PANDAN Kft."), pursuant to Section 6:77 of Act V of 2013 on the Civil Code (hereinafter: "Civil Code"), determines in advance – without the involvement of the other party – the following General Terms and Conditions (hereinafter: "GTC") to be applied to the conclusion of ad hoc contracts.

1.2. PANDAN Kft. applies these GTC in accordance with the provisions of Sections 6:77 and 6:78 of the Civil Code. Their purpose is to determine the manner, details, and conditions of using and performing the services provided by PANDAN Kft., so that the individual issues arising in the commercial legal relationship between the parties are appropriately regulated in line with the legislation and these GTC.

2. SCOPE OF THE GTC

2.1. PANDAN Kft. performs contracts related to the full range of products it manufactures, distributes, and delivers at any time according to these GTC.

2.2. The provisions of these GTC apply to PANDAN Kft. and the customer (hereinafter: "Customer") (PANDAN Kft. and the Customer hereinafter individually: "Party" or collectively "Parties").

2.3. These GTC are mandatorily applicable and valid for all individual contracts concluded by PANDAN Kft. with the Customer (hereinafter: "Individual Contract"). The Parties may deviate from the provisions of these GTC in their Individual Contract by mutual agreement, in writing. In matters not specifically regulated in the Individual Contracts, the provisions of these GTC shall apply. The contractual relationship between the Parties is constituted by the Individual Contract and these GTC together. In accordance with this, the term "contract" used in these GTC – depending on the context – encompasses the contractual relationship between the Parties, the Individual Contract, and the GTC themselves.

2.4. PANDAN Kft. does not accept the general terms and conditions of the Customer.

2.5. These GTC are effective from the date of issue until their withdrawal or amendment.

3. PUBLICATION OF THE GTC

3.1. PANDAN Kft. publishes the effective text of the GTC, as well as the amendments thereof – 30 days prior to the amendment taking effect – on PANDAN Kft.'s website: www.pandanpack.hu – making it fully accessible and printable for all Customers, and sends a link to the GTC to the Customer via email upon first contact. PANDAN Kft. also makes the text of the GTC available in printed form at its registered office. By placing an order, the Customer declares that it has read and accepted the general terms and conditions and the references contained therein.

4. AMENDMENT OF THE GTC

4.1. PANDAN Kft. is entitled to amend these GTC without the express consent of the Customer.

4.2. PANDAN Kft. notifies the Customer of the amendment to these GTC at least 30 days before the amended GTC enters into force – in addition to publishing it on its website – at PANDAN Kft.'s discretion, via registered mail, electronic mail, or other means verifying that the notification was made. PANDAN Kft. sends the notification to one of the contact details provided by the Customer to PANDAN Kft. in the Individual Contract.

4.3. If the GTC amendment contains a provision disadvantageous to the Customer, the Customer is entitled to terminate the delivery relationship with immediate effect within 15 days of the notification. If the Customer does not exercise its right to terminate by this deadline, the GTC amendment is deemed accepted by the Customer.

5. GENERAL PROVISIONS RELATING TO CONTRACTS

5.1. At the Customer's request, PANDAN Kft. provides a written offer within 5 working days for the sale of products with the quantity, quality, and other relevant properties specified by the Customer. Of the data included in PANDAN Kft.'s offer, the delivery date is not legally binding and is for informational purposes only. Otherwise, the duration of the binding effect of PANDAN Kft.'s offer is 30 days. In the event that PANDAN Kft. makes its offer within the framework of a tender, PANDAN Kft.'s offer is valid for the period specified therein.

The prices stated in the issued offer are understood as net prices.

PANDAN Kft. reserves the right to unilaterally adjust the prices in justified cases, taking into account the documented inflation and/or cost changes of goods and materials that arise after the conclusion of the Individual Contract, in particular due to the increase or imposition of taxes or other levies, any change in foreign exchange rates, or an increase in transport costs, customs duties, or raw material prices. Substantiation of these is made available at the Customer's request.

5.2. If the Customer wishes to establish a legally binding contractual relationship, it must submit a written order to PANDAN Kft. based on PANDAN Kft.'s offer. PANDAN Kft. confirms the contents of the specific order in writing within 3 working days and specifies the legally binding delivery date in the confirmation. The content of the Individual Contract between the Parties is thus established by the written confirmation of the Customer's order by PANDAN Kft., with the proviso that the specific deadline for performance is calculated from the Customer's written approval of the graphic designs (proof, preview, sample print) sent by PANDAN Kft., and, in the case of advance payment, from the settlement of the invoice. Subsequent modifications by the Customer may cause changes in the delivery deadline and incur extra costs, which are borne by the Customer.

5.3. PANDAN Kft. undertakes to deliver the ordered product in the quality, quantity, and by the deadline specified in these GTC and the Individual Contract. The Customer shall accept the ordered product and pay the consideration thereof.

5.4. Both Parties stipulate that quotes, orders, and any modifications thereof shall be made in writing. PANDAN Kft. only accepts any changes requested by the Customer in the ordered work on the basis of written notification. This can be an email message,

a letter, or a written document delivered by courier. In addition to the written document received from the Customer, a further condition for changes in the ordered work is that PANDAN Kft. confirms its content in writing, and the Parties agree in writing on any potentially modified contractual terms (performance deadline, price, etc.).

5.5. No contract is established if the Customer's order deviates from the offer, unless PANDAN Kft. expressly accepts it in writing.

5.6. An order submitted and confirmed electronically (via email exchange) in compliance with the rules detailed in Section 5.2 of these GTC is also deemed to be a valid and effective Individual Contract between the Parties.

5.7. If the establishment or entry into force of the Individual Contract requires the consent or approval of a third party, the Customer must indicate in writing in its request for a quote or, at the latest, in its order who (which business association, administrative authority, or other body, and specifically which natural person on behalf thereof) is authorised to give the consent or approval. It must also indicate how, in what form, and by what deadline this person makes this legal declaration, as well as the scope and legal consequences if this third party does not make any legal declaration at all by the deadline available to it (Section 6:118 of the Civil Code).

6. PERFORMANCE OF CONTRACTS

6.1. Unless otherwise agreed by the Parties, the place of performance is the premises of PANDAN Kft. (9771 Balogunyom, Zrínyi utca 37, Building A)

6.2. PANDAN Kft. is obliged and entitled to deliver the product in the quantity and quality specified in the Individual Contract for the benefit of the Customer by the deadline. The Customer shall accept the product and pay the purchase price by the deadline.

6.3. The quantity of products actually delivered by PANDAN Kft. may differ from the quantity specified in the Individual Contract as follows:

- For flat film:
  - under 100 kg +/- 20%
  - 100-300 kg +/- 15%
  - over 300 kg +/- 10%
- For bags:
  - under 2,000 pcs +/- 30%
  - 2,000 pcs – 5,000 pcs +/- 20%
  - 5,000 pcs – 10,000 pcs +/- 15%
  - over 10,000 pcs +/- 10%.

The precise quantity requirement of Customers can be fulfilled for an additional charge, the extent of which must be individually assessed.

6.4. In the event of a quantity discrepancy, PANDAN Kft. is entitled and obliged to determine and invoice the price of the actually delivered products based on the unit price specified in the Individual Contract.

6.5. The Customer authorises PANDAN Kft. to carry out the graphic and prepress preparation, and the production of the printing plates and flexo clichés related to its current order.

PANDAN Kft. uses the services of third parties and business entities to perform the service.

6.6. PANDAN Kft. carries out processing on the basis of the submitted graphic material if the Customer does not provide a proof, cromalin, or other reference for the graphics to be printed at the time of placing the order. Otherwise, if the Customer ties print acceptance to a reference proof, print, finished product, etc., it must be made available to PANDAN Kft. at the time of placing the order, but no later than together with the submission of the graphic material.

A reference for the print submitted late may cause delays in the prepress process and thereby in the delivery deadline, for which PANDAN Kft. assumes no liability. Any additional prepress and potential production costs incurred due to a reference submitted after the given deadline are charged by PANDAN Kft. to the Customer.

PANDAN Kft. processes the submitted graphic material, i.e., divides it into colours and performs the transformations necessary for the execution of flexo printing. Before preparing the printing plates, PANDAN Kft. first sends the Customer digital material (preview), then a proof (colour print) for approval. It is the Customer's responsibility to check the proof in terms of size, content, colour, and barcode. The Customer acknowledges that PANDAN Kft. assumes no liability for errors not noticed during the prepress process, as well as for grammatical or content-related errors, including the verification and correct generation of the barcode.

A proof signed and physically returned by the Customer, or a clear, legible photo of the signed proof returned to PANDAN Kft.'s email address, is considered approval. Based on the approved proof, we manufacture the printing plates necessary for printing. In the case of simpler modifications, PANDAN Kft. may, in consultation with the Customer, dispense with sending a proof and carry out production based on the approved preview.

6.7. The Customer acknowledges that the warranty period applicable to its clichés depends on the storage conditions, the number of press set-ups, and the printing load (e.g., the number of running meters to be printed).

PANDAN Kft. stores the printing plates in appropriate conditions and in a professional manner.

PANDAN Kft. provides a warranty on printing plates manufactured for it for a period of 18 months or 500,000 linear meters of printing, provided they are stored on its premises. If the printing plates are used for printing fewer than 10 times during the 18 months, the applicable warranty period is extended to 24 months. The cost of printing plates are borne by the Customer.

6.8. If the Customer interrupts the prepress and/or cliché-making process, the costs incurred up to that point are borne by the Customer.

6.9. PANDAN Kft. provides the Customer with the opportunity to participate in the production start at a pre-agreed time. At the start of printing, there is an opportunity to precisely adjust the colour of the graphics, within the framework provided by the technology and the completed printing plates. If the Customer does not indicate in writing that it requests a test print at machine start-up – where it or its authorised representative checks and approves the print being prepared – then PANDAN Kft.

performs the colour setting of the print based on the signed proof and the Pantone scale. The Parties consider the test print approved during the personal involvement of the Customer's representative (at machine start-up) as qualitative acceptance. The Customer acknowledges that the colours may differ on a print substrate different from the paper proof material.

6.10. PANDAN Kft. does not examine the content of the digital file handed over ready by the Customer and therefore assumes no liability for it. PANDAN Kft. also assumes no liability for the accuracy of the data or information on the prints it produces; the Customer is liable for these at all times. PANDAN Kft. excludes its liability for damages in the event of harm or fraud committed by the Customer to the detriment of a third party.

6.11. A delay in the material submission date undertaken by the Customer, or in the approval of the visual design, causes a delay in the production schedule. This may cause a delay in serving the Customer and in the delivery deadline, for which PANDAN Kft. is not liable.

6.12. If, more than 2 working days after the confirmation sent by PANDAN Kft., the Customer withdraws or modifies its order (halts or modifies production), it shall pay PANDAN Kft. all costs incurred in this regard.

In the event of a foreseeable delay, PANDAN Kft. shall inform the Customer in writing of such delay at least 2 working days before the deadline. In this case, PANDAN Kft. is exempt from liability for damages arising from the delay.

6.13. PANDAN Kft. is not liable for delays within 8 working days; for delays exceeding this, it is liable as per these GTC.

6.14. PANDAN Kft. is entitled, with prior written notice to the Customer, to perform in whole or in part before the delivery deadline specified in the Individual Contract. In the case of early performance, PANDAN Kft. notifies the Customer thereof in writing at least 2 working days in advance.

6.15. The delivery deadline provided by PANDAN Kft. includes the time necessary for the conditions of production and delivery in appropriate quality and quantity. The completion deadline is calculated from the day the order is received, provided the Customer has submitted the materials necessary for printing in the appropriate form, quality, and completeness. The process is interrupted for the time taken to check the sent proof prints and previews and to accept the modifications arising therefrom, and resumes from the acceptance recorded by written confirmation. PANDAN Kft. may tie the written confirmation to the signing of the printed proof and its demonstrable presentation, which the Customer acknowledges.

6.16. Upon the Customer's special request, PANDAN Kft. may, after individual consideration, undertake to deliver the ordered product to the Customer under expedited delivery before the date specified in the Individual Contract, or in the instalments requested by the Customer, if the Parties agree in writing in advance on the additional costs related thereto. Expedited delivery is considered to be delivery at the Customer's request before the delivery deadline confirmed by PANDAN Kft.

If, at the Customer's express instruction, the Customer requests delivery of the goods earlier than the specified delivery deadline, and as a consequence PANDAN

Kft. is forced to reduce the processing times, PANDAN Kft. assumes no liability for the damages resulting therefrom.

6.17. The packaging of the shipment, the transport vehicle, and the mode of transport are selected by PANDAN Kft., unless the Parties have separately agreed on these details in the Individual Contract. If the delivery is made on pallets provided by PANDAN Kft.:

- in the case of one-way pallets, the purchase price includes the cost of the pallet,
- if the delivery is made on EUR or H1 pallets, the Customer shall provide (return) to PANDAN Kft. only flawless quality exchange pallets suitable for food industry use. If the Customer does not provide the exchange pallet, or does not provide it in the quality specified above, PANDAN Kft. invoices the purchase price of the EUR or H1 pallet separately to the Customer.

6.18. The loading of the products is carried out by PANDAN Kft., while unloading is performed by the Customer at its own expense and responsibility.

6.19. As part of the handover of the products, PANDAN Kft. provides the Customer with the delivery note. Upon the Customer's special request, PANDAN Kft. sends the product quality certificate electronically.

6.20. PANDAN Kft. hands over the product and the related documents to the Customer or to a person authorised to represent the Customer or acting within the Customer's interest. Delivery is considered completed when the person specified in this section signs the documents acknowledging receipt of the product and simultaneously acknowledges the complete receipt of the products.

6.21. If the Customer arranges for the delivery, the Customer shall collect the product at the premises of PANDAN Kft. at the time specified in PANDAN Kft.'s written notification. In this case, the Customer bears the cost and risk of delivery. PANDAN Kft. ensures the conditions for the handover of the products at its premises. The Customer must specify the names of the receiving persons when placing the order.

6.22. PANDAN Kft. accepts complaints for transport and goods-handling damage only if the carrier or freight forwarder was PANDAN Kft., and the Customer separately notes the damage on the delivery note upon receipt of the goods, draws up a report supported by photos taken of the transport vehicle, has it signed by the carrier, and informs PANDAN Kft. of all this without delay.

6.23. The Customer consents that – unless the Individual Contract provides otherwise – upon the successful completion of the Order, PANDAN Kft. may use the commercial transaction as a reference, including with visual illustrations and product samples.

6.24. Upon receipt of the products, the risk of damage transfers to the Customer.

6.25. If the Customer does not accept the product at the address specified in the Individual Contract for any reason, PANDAN Kft. is obliged to redeliver the product only if the Customer advances PANDAN Kft.'s costs related to the failed delivery (redelivery, storage, loading and unloading, etc.). If the Customer does not accept the product during the redelivery either, it shall collect the product at the premises of PANDAN Kft. no later than 3 working days from the date of the redelivery. For the purposes of these GTC, the calculation of the Customer's delay begins on the day following the date of the first failed delivery.

6.26. If the Customer falls into delay in collecting the products, PANDAN Kft. undertakes to store the products professionally at the Customer's risk and expense for a maximum of 3 months from the date of falling into delay (a clean warehouse free of dust and chemical vapours, humidity 0-15 rel %, except in the case of orders for special raw materials, no UV or radiant heat effect, temperature 15-30 °C).

PANDAN Kft. is entitled to charge the Customer a storage fee of 20 EUR/month/pallet due to the delay, for a maximum period of 3 months from the date of falling into delay.

6.27. If the Customer does not accept the product within 30 days from the date of falling into delay either, the risk of damage related to the products transfers to the Customer on the working day following the expiry of the deadline, from which point PANDAN Kft. bears no liability for any compensation, indemnification, settlement, or other reimbursement.

6.28. The Parties may agree in the Individual Contract on the provision of payment security, which may include, but is not limited to, the following:

- payment of the purchase price before the commencement of production;
- payment of the purchase price before the delivery / collection of the product;
- provision of a bank guarantee; conclusion of another guarantee contract;
- suretyship;
- other security specified by the Parties in the Individual Contract.

6.29. If the Parties have agreed in the Individual Contract on the provision of any security to be provided by the Customer, the Customer shall provide such security to PANDAN Kft. at the time specified in the Individual Contract. If the Customer fails to provide the security by the agreed deadline, the Customer loses all discounts specified in the Individual Contract (Section 6:190 of the Civil Code). In the event of late submission of the payment security, PANDAN Kft. is entitled, at its discretion, to perform later by the number of days of the delay, to refuse performance, or to rescind the contract. The Customer shall compensate for the damages resulting from the delay or failure to provide the security.

7. INSPECTION, WARRANTY, LIABILITY

7.1. In the course of its activities, PANDAN Kft. shall maintain the quality of the manufactured product and deliver to the Customer a product with intact packaging that complies with the specifications of the Individual Contract.

7.2. PANDAN Kft. guarantees that the products it delivers are free from litigation, encumbrances, and claims.

7.3. PANDAN Kft. provides a 6-month shelf life for the processability of the products it delivers, starting from the date of manufacture.

7.4. The Customer shall immediately inspect the quantity of the product upon receipt, note any objections on the delivery note, and report these to PANDAN Kft. in writing within 1 working day. By signing the delivery note without remarks, the Customer acknowledges receipt of the quantity of the product indicated on the delivery note.

7.5. The Customer shall visually inspect the product after receipt. The Customer shall report any defect detectable by visual inspection no later than 3 working days from receipt of the product, and any other potential quality objection within 3 working days of its discovery, in writing to PANDAN Kft. The basis for filing a complaint is the detection of 2% defective products according to the AQL (Acceptable Quality Limit).

The Customer shall substantiate the defects with documents and a sample taken from the defective product suitable for a comprehensive inspection of the defect, and send these to PANDAN Kft. in a verifiable manner concurrently with the written report. The Customer shall segregate the products affected by the defect and make them available for further sampling or examination at PANDAN Kft.'s request.

7.6. Goods can only be returned with the prior written consent of PANDAN Kft. This consent does not constitute an acknowledgement of liability. The complaint does not entitle the Customer to suspend full payment or to cancel the entire order, delivery, or other orders.

7.7. Defects in certain parts of the product do not provide grounds for filing a quality objection regarding the entire shipment.

7.8. After the expiry of the deadlines specified above, the Customer is not entitled to make further claims, and the performance shall be deemed accepted thereafter.

7.9. PANDAN Kft. shall examine the deficiencies reported by the Customer within the deadline, within 10 working days from the return of the defective product by PANDAN Kft., and inform the Customer of the result of the examination. If the Customer does not accept the result of the examination, the Parties jointly appoint an expert to conduct the control examination.

7.10. The costs of the examination related to the quality objection, the cost of transporting the product, and the costs of any expert engaged are borne by PANDAN Kft. in the case of a justified quality objection, and otherwise by the Customer.

7.11. In the case of a justified quality objection, PANDAN Kft. shall arrange for the replacement or repair of the defective products within a reasonably expected time, but it may decide itself whether to fulfil this obligation through repair or replacement (remanufacture). If the repair or replacement (remanufacture) of the product is not possible within a reasonably expected time or would result in disproportionate

additional costs for PANDAN Kft., the Customer is entitled to request a fair reduction of the purchase price. If PANDAN Kft. is unable to fulfil or does not undertake any of these obligations, the Customer may rescind the Individual Contract to the extent corresponding to the defective performance. In the event that, under the given Individual Contract, multiple deliveries take place, the Customer's right of partial rescission may apply to the part of the shipment affected by defective performance. Rescission is not permitted on account of insignificant defects.

7.12. PANDAN Kft. is not obliged to take action to investigate the product affected by a quality objection if the defect in the product clearly arose from a reason within the Customer's sphere of interest, or if the quality objection is clearly unfounded or was made late by the Customer in view of the above provisions, or if the Customer failed to fulfil its inspection, notification, or cooperation obligations. Furthermore, PANDAN Kft. is exempt from liability if the Customer did not perform the storage, warehousing, transportation, or unpacking of the product with due care and according to professional regulations.

7.13. The enforcement of the Customer's warranty claims is excluded if it resold or processed the delivered goods after it detected or should have detected the defect. This does not apply in cases where the Customer proves that the resale or processing was necessary to avoid greater damage, or if the product had a hidden defect before the resale or processing.

7.14. PANDAN Kft.'s liability – except for damage caused intentionally or by gross negligence – extends to a maximum of the net purchase price under the given Individual Contract. PANDAN Kft. is not liable for lost profit or for indirect or consequential damages.

7.15. The Customer may not assert claims for damages that have been compensated through insurance, or that could have been compensated if the mandatory insurance had been taken out.

7.16. The limitation and exclusion of liability do not apply to liability for intentionally caused breaches of contract, or for breaches of contract that harm human life, physical integrity, or health.

7.17. Due to PANDAN Kft.'s defective performance, the Customer is not entitled to withhold any funds or information.

7.18. The raw materials and clichés provided by the Customer are inspected in all cases upon handover, and PANDAN Kft. indicates its observations to the Customer in writing.

7.19. If printing with the clichés provided would result in low quality according to professional judgement, then, following prior consultation with the Customer, a new printing plate must be made at the Customer's expense.

7.20. In the case of raw material that is not of adequate quality, PANDAN Kft. may refuse printing.

8. TERMS OF PAYMENT

8.1. PANDAN Kft. issues its invoice based on the prices set out in the Individual Contract, but taking into account the actual quantity of products delivered, considering the tolerance limits defined in Section 6.3 of these GTC.

8.2. The Customer shall pay the consideration for the products delivered by PANDAN Kft. in the manner, currency, and by the deadline indicated on the invoice.

8.3. PANDAN Kft.'s bank account number is included in the invoice it issues. The Customer ensures that the reference field contains the exact reference to the invoice to be settled (invoice number).

8.4. The Customer's payment obligation is considered fulfilled on time if the purchase price of the product is credited to PANDAN Kft.'s bank account within the payment deadline.

8.5. In the event of the Customer's payment delay, it shall pay the default interest specified in Section 6:155 of the Civil Code.

8.6. In the event of the Customer's payment delay, PANDAN Kft. may claim, to cover the costs related to the collection of its claim, a HUF amount equivalent to 100 EUR (one hundred euros), and in the case of a payment reminder involving an attorney, a HUF amount equivalent to 500 EUR (five hundred euros), determined on the basis of the official mid-rate of foreign exchange of the Magyar Nemzeti Bank valid on the first day of the delay. In addition, the Customer must bear the costs associated with enforcing the claim through litigation and/or out-of-court proceedings.

8.7. In the event of late payment or non-payment, PANDAN Kft. may suspend further orders placed by the Customer or their delivery for a period determined by PANDAN Kft., refuse performance until the invoices are settled, rescind the contract, or request advance payment or the provision of other security.

8.8. The Customer may offset its claim against PANDAN Kft. against its payment obligation to PANDAN Kft. only if the Customer's claim has been acknowledged in writing by PANDAN Kft., is based on a final court or authority decision, or the Parties have agreed on the offsetting.

9. RETENTION OF TITLE

9.1. PANDAN Kft. retains ownership of the sold product until the Customer has settled PANDAN Kft.'s full claim (purchase price, default interest, costs, other ancillary claims, etc.) and fulfilled all its financial obligations. The Customer is not entitled to encumber the products or use them as security before fulfilling all its financial obligations related to the sold product.

9.2. PANDAN Kft. excludes the use by the Customer of products not paid for by the Customer if, despite a payment reminder, the Customer does not voluntarily fulfil its payment obligation. The Customer expressly consents to PANDAN Kft. removing these unpaid products at the Customer's expense and destroying them at the Customer's expense after the deadline specified in Section 6.26.

10. SUBCONTRACTOR

10.1. PANDAN Kft. is entitled to engage subcontractors in the performance of the assignment, for whose work performed it is equally responsible.

11. DATA RECORDING, DATA PROTECTION

11.1. PANDAN Kft. is entitled to record, store, and process principal data and information that come to its knowledge in the course of its business activities, to the necessary extent and with due care, in accordance with the relevant legislation and regulations.

11.2. PANDAN Kft. processes personal data in accordance with the applicable Hungarian and European Union legal provisions, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

12. LIAISING AND COMMUNICATION BETWEEN THE PARTIES

12.1. The Parties may make notifications and declarations related to their contractual relationship with legal effect only in writing, by post or in the form of electronic mail.

12.2. In everyday communication, the Parties also consider email messages sent to each other as an accepted mode of contact if they are sent from the email address specified in the Individual Contract to the other Party's email address specified in the Individual Contract. The Parties shall ensure that notifications and items sent to the electronic mail address they provide can be successfully delivered. The responsibility, risk, and cost related to maintaining the electronic mail address and ensuring its operability lie with the Party providing the electronic mail address. An electronic mail is considered delivered at the time when one Party sent it to the electronic mail address provided by the other Party, provided it did not receive an error message regarding the unsuccessful delivery. The Parties undertake to maintain the provided email addresses during the term of this contract and to perform the necessary maintenance – in order to ensure the effective operation of the mailing system. The Parties declare that, to the extent possible and in order to fulfil the provisions of this section, they will use the provided email address exclusively themselves. Emails sent to PANDAN Kft. shall be considered delivered only if the email address info@pandanpack.hu is included among the recipients.

12.3. However, communication via email does not apply to making declarations on material issues of the legal relationship between the parties (in particular, but not exclusively, the termination or amendment of the contract, a warning prior to termination, etc.), which can only be made in writing by the Parties' representatives authorised to sign for the company, via registered mail with acknowledgement of receipt. If it cannot be proven that the notification or declaration was received earlier, it shall be deemed received no later than the 5th working day from dispatch, even if the notification or declaration is returned to the other Party for any reason – including in particular with the markings "address not identifiable", "not claimed", "moved", "addressee unknown", "refused to accept", "delivery obstructed".

12.4. The Parties undertake to inform the other Party in writing without delay of any changes in the identity or contact details of their contact person.

13. CONFIDENTIALITY

13.1. The Parties treat strictly confidentially all facts and data of which they became aware during or in connection with the request for a quote or the conclusion of the contract

(including, but not limited to, any business and financial information, pricing and cost information, offers, documents relating to PANDAN Kft.'s current and/or future business activities, information on our products, technology, know-how, plans, drawings, specifications, samples, formulas, and any other information or material), and do not disclose them to the public or communicate them to third parties without the prior written consent of the other Party. This obligation is independent of the existence of the contractual relationship and remains in effect after the termination of the contractual relationship. The confidentiality obligation also extends to the employees of the Parties and any other persons they engage.

13.2. The Parties shall fully comply with the provisions of Act LIV of 2018 on the Protection of Trade Secrets. The Parties acknowledge that, under this Act, the rightsholder has the right to use, disclose to others, and publish the trade secret, to transfer the right to the trade secret in whole or in part, and to authorise the use of the trade secret by others.

14. COPYRIGHT

14.1. PANDAN Kft. represents that the technical documentation related to its products is its exclusive intellectual property. The Customer may pass on the provided technical documentation to a third party only with the written consent of PANDAN Kft., for operational and maintenance purposes; however, such third party may not pass on, distribute, or reproduce the received technical documentation at all. The Customer is liable for the breach of this obligation according to the general rules of liability for damages for breach of contract.

14.2. The Customer warrants that the use by PANDAN Kft. of the technical documents, specifications, product samples, works, or any part thereof provided by the Customer does not infringe the copyright or any intellectual property right of any third party. The Customer warrants that during the performance of the contract, it only provides PANDAN Kft. with, or uses, documentation, works, creations, etc., protected by copyright, patent, or trademark rights, or any intellectual property rights, for which it holds the rights of use. The Customer is directly and fully liable in respect of any claims by third party/parties.

14.3. PANDAN Kft. undertakes to preserve the original copies, printing tools, cromalins, layouts, carrier media, prints, forms, etc., provided by the Customer, at the Customer's risk and responsibility, for a period of 30 days following the termination of the contractual relationship between the Parties. The Customer shall, before the expiry of this deadline, arrange for the transport of these tools and intellectual creations from PANDAN Kft. at its own expense. If the Customer fails to fulfil this obligation by the deadline, it authorises PANDAN Kft. to destroy these tools and intellectual creations at the Customer's expense and responsibility.

14.4. The clichés necessary for the production of the product are manufactured by PANDAN Kft. based on the data file received from the Customer, and the cost of cliché production is invoiced to the Customer. If, within 2 years of the use of a given cliché (motif), no product is manufactured again using the given cliché (motif), PANDAN Kft. does not use the given cliché thereafter, but the Customer shall, on the one hand, arrange for its transport from PANDAN Kft. at its own expense in accordance with the provisions of Section 14.3, and, on the other hand – in the event

of a request to reuse the given motif – have the given cliché remanufactured at its own expense. Before the expiry of the 2-year storage period, PANDAN Kft. indicates in writing to the Customer its intention to destroy the cliché. If the Customer does not make a declaration on further use within 30 days, the clichés are destroyed.

14.5. In the case of modified reproduction involving graphic changes, the Customer is obliged to indicate its request for the preservation of the printing plates belonging to the previous versions at the time of placing the order; otherwise, PANDAN Kft. destroys the printing plates no longer used without separate notice.

15. TERMINATION OF THE CONTRACT

15.1. The contractual relationship concluded for an indefinite term may be terminated by either Party in writing by ordinary termination with a 30-day notice period, without justification. The termination of the contractual relationship does not affect the Parties' obligation to fulfil the commitments they undertook before the termination. In the event of termination of the contractual relationship, the rights of the Party exercising the termination do not cease with the exercise of the termination; the Party remains entitled to enforce its claims.

In the event of termination of the contractual relationship, and provided a prior agreement was reached on stocking raw materials exclusively for the Customer, the Customer is obliged to take over the undertaken raw material.

15.2. The Parties are entitled, at their own discretion, to terminate the contract with immediate effect or to rescind it

- if bankruptcy proceedings against the other Party are initiated or ordered by a final decision, or final liquidation proceedings are opened against it, or it decides on its voluntary dissolution; or if the other Party's involuntary dissolution has been ordered or judicial oversight proceedings have been opened against the other Party;
- if the other Party breaches its contractual obligation and does not remedy it upon the written notice of the other Party, not even within the additional deadline set in the written notice;
- the performance of the contract suffers a delay exceeding 3 months due to a force majeure event.

15.3. PANDAN Kft. is entitled to terminate the contract with immediate effect or to rescind it if

- the Customer is in default of its payment obligation for more than 15 days;
- the Customer breaches any material provision of the Individual Contract;
- the Customer provides false data to PANDAN Kft. in connection with the Individual Contract;
- the fulfilment of the Customer's payment obligation is, in PANDAN Kft.'s judgement, at risk due to a deterioration in the Customer's financial situation that has occurred in the meantime.

In the event of immediate termination of the contract by PANDAN Kft., all obligations of the Customer towards PANDAN Kft. under the contract immediately fall due.

The Customer may terminate the contract with immediate effect if PANDAN Kft.'s delay, attributable to it, exceeds 30 days.

16. COOPERATION OF THE PARTIES, OBLIGATION TO PROVIDE INFORMATION

16.1. The Parties continuously cooperate in good faith and fairly for the purpose of fulfilling the provisions of the contract, and promptly inform each other of all circumstances material to the performance of the contract.

16.2. The Customer undertakes to inform PANDAN Kft. in writing, within 5 working days of the change occurring, of any change affecting its company data or the data communicated in the Individual Contract. The notification obligation extends in particular, but not exclusively, to the notification of a new owner, the opening of a new bank account, or if it closes the bank account previously communicated to PANDAN Kft.

16.3. The Customer undertakes to inform PANDAN Kft. in writing within 1 working day if voluntary dissolution, liquidation, or bankruptcy proceedings, involuntary dissolution, or judicial oversight proceedings are opened against it, as well as if judicial or other official enforcement proceedings are opened against it, and of any event (physical or legal fact) that may have a significantly adverse effect on the Customer's business, economic, or financial situation, or solvency.

16.4. PANDAN Kft. undertakes to inform the Customer of any change affecting the data communicated in the Individual Contract.

16.5. The legal consequences arising from the failure to fulfil the obligation to provide information are in all cases borne by the Party failing to provide the information or providing it late.

17. SANCTIONS AND EXPORT CONTROL COMPLIANCE CLAUSE

17.1. When passing on the products delivered by PANDAN Kft. and the related documentation, the Customer shall comply with the applicable EU/USA/UK sanctions (i.e., the laws, export control laws, regulations, or trade embargoes relating to economic or financial sanctions introduced, maintained, or enforced by the EU, the USA, and the United Kingdom – "Sanctions").

The Customer declares that it does not qualify as a Sanctioned Person (i.e., a person or entity appearing on the EU / USA / United Kingdom sanctions list, or a person or entity owned or controlled by such a person or entity – "Sanctioned Person"), and that it is not, directly or indirectly, owned or controlled by such a person or entity.

17.2. Before passing on the products, the Customer shall verify and ensure by appropriate measures that the passing on of the products and/or the contractual negotiations relating to such products do not lead to a violation of the Sanctions on the part of either PANDAN Kft. or the Customer. Furthermore, the products are not intended for any armament, nuclear technology, or military purposes that are prohibited or subject to authorisation, unless the necessary authorisations have been granted.

17.3. If the competent authorities prescribe export controls, or if PANDAN Kft. has a reasonable suspicion, the Customer shall, at PANDAN Kft.'s request and within a reasonable time, make available to PANDAN Kft. all information regarding the end user, final destination, and intended use of the products delivered and/or services provided by PANDAN Kft., and present the export control procedures applicable in this regard.

17.4. PANDAN Kft. is entitled to suspend performance if sanctions compliance is not clear.

17.5. The Customer shall release and indemnify PANDAN Kft. from any damage that may affect it arising from or in connection with a violation of the Sanctions as a result of acts or omissions committed by the Customer, its subsidiaries, and their employees and subcontractors (acting on their behalf), including damages, losses, liabilities, claims, lawsuits, fines, penalties, or any official proceedings.

17.6. PANDAN Kft. is entitled to terminate any business relationship with immediate effect and to terminate any obligation towards the Customer if the Customer or any of its subsidiaries becomes a Sanctioned Person or violates any Sanction.

18. FORCE MAJEURE

18.1. PANDAN Kft. is not liable for damages occurring due to external causes that were unforeseeable at the conclusion of the Individual Contract, beyond its control, and in respect of which it could not be expected to avoid the circumstance hindering contractual performance or to avert its damaging consequences (force majeure). These causes are, in particular but not exclusively

- acts of war, sabotage, rebellion, blockade, bombing attack, revolution, terrorist act;
- other emergency, natural calamity, natural disasters, earthquake, fire, epidemic, flood, windstorm, lightning strike; extreme weather conditions;
- serious operational disruption, interruption of raw material supply, extraordinary delay of a supplier, a significant degree of rejects in the raw material;
- energy supply disruptions, significant energy price increases;
- work stoppage, strike, as well as measures taken at the disposal of bodies authorised under the National Defence Act;
- embargo, boycott, import and/or export bans.

18.2. In the event of such impossibility of performance, the Customer may choose from the following options:

- PANDAN Kft. fulfils the order prevented or delayed by the extraordinary events after the cessation of the extraordinary events;
- the Customer no longer requires the fulfilment of the order prevented or delayed by the extraordinary events after the cessation of the extraordinary events.

18.3. In the event of rescission due to a force majeure event, the Parties bear their own incurred damages, and otherwise strive to restore the original state.

18.4. The Parties shall inform each other without delay of the threat of force majeure and of the occurrence of force majeure and its expected duration.

19. PARTIAL INVALIDITY

19.1. In the event of the invalidity of any provision of these GTC, the legal consequences of invalidity apply to the invalid provision. The invalidity of such provision does not affect the validity of the other provisions of the Individual Contract and the GTC.

20. APPLICABLE LAW, HANDLING OF DISPUTES

20.1. The rules of Hungarian law apply to the contract, with the involvement of the locally competent courts.

20.2. The Parties shall endeavour to settle any disagreement or dispute arising between them under or in connection with this contract amicably, out of court, by settlement, through direct negotiation.

The Customer has read these general terms and conditions, has interpreted and understood each of their points, and accepts them concurrently with placing its order.