

NYOMDAKER KFT. – GENERAL TERMS AND CONDITIONS („GTC”) PROVISION OF SERVICING

Name of the Principal: _____

The following general terms and conditions of Nyomdaker Kft (further: „Nyomdaker”) together with the error report and/or the individual contract concluded between the parties constitute the entire agreement to be concluded between Nyomdaker and the principal (“Principal”) regarding the legal relationship on the provision of servicing (further: “Contract”). By submitting the error report and/or signing Nyomdaker's invoice, and/or by taking over the services performed by Nyomdaker (via signing the worksheet), the Principal acknowledges that it has become familiar with all the terms of the GTC and expressly accepts its content as binding.

Nyomdaker and the Principal are hereinafter jointly referred to as „Parties”, and individually as „Party”

1 SUBJECT OF THE GTC

1.1 **General rule.** The GTC provides a framework for the general terms and conditions of business transactions under which the Principal entrusts Nyomdaker with the provision of maintenance and repair services (“Services”). The present GTC shall exclusively apply to the provision of Services for the Principal by Nyomdaker.

1.2 **Commencing the provision of Services.** Nyomdaker shall commence the provision of Services based on the error report submitted in accordance with the present GTC.

1.3 **Scope of the GTC.** If the provisions of the GTC are in conflict with those set out in the individual contract (framework agreement) concluded between the Parties, the terms and conditions of the individual contract (framework agreement) shall prevail.

1.4 **Conclusion of Contract.** Unless otherwise provided by the Parties, upon submission of the error report, the Contract between the parties shall be deemed concluded.

2 PROVISION OF SERVICES

2.1 **Error report.** The Principal shall submit the error report in writing by filling out and sending online the form made available on www.nyomdaker.hu website, or by sending an electronic mail to the email address of szerviz@nyomdaker.hu. The Principal's error report shall at least contain, of the Principal's name (corporate name), address (registered) seat, the name, email address, telephone number of the reporting natural person, the type of the machine affected by the error report, the type and description of the error, and a

photograph of the machine and possibly the error as an attachment as well as the place of operation of the machine, if it differs from the address (registered seat) specified by the Principal. Nyomdaker processes error reports on working days between 8 a.m. and 4 p.m. Therefore, error reports submitted outside the above period shall be deemed received by Nyomdaker at 8 a.m. on the working day following the date of the error report. The Principal acknowledges that any error reports submitted in contrary to the provisions of this Clause (e.g. by phone, verbally at customer service) shall not be considered as valid error report suitable for creating any rights and obligations and thus shall not be recorded by Nyomdaker. The Principal further acknowledges that it shall reimburse all costs incurred by Nyomdaker as a result of any delay in reporting the error, the inaccuracy of the error report or any misstatements.

2.2 **Withdrawing error report.** The Principal shall be entitled to withdraw the error report at any time provided that it shall reimburse Nyomdaker the fees for the works already performed and the related expenses (including the costs of the spare parts ordered in writing).

2.3 **Troubleshooting.** Nyomdaker undertakes to commence troubleshooting the error indicated in the error report within 10 (ten) working days from the date of the receipt of the error report by Nyomdaker, and based on its knowledge and professional expertise Nyomdaker shall use its best endeavours to eliminate the error in the shortest time possible. If the complexity of the error requires so, Nyomdaker shall be entitled to send more than one professionals to the site, or to visit the site several times, for the purpose of professionally eliminating the error, and to charge the corresponding fees to the Principal. The Principal acknowledges that any deadlines given by Nyomdaker for troubleshooting and repair are estimates and not binding, and Nyomdaker shall in addition assume no liability for the procurement time of spare parts and accessories that are not available in its warehouse. Nyomdaker shall be entitled to postpone the date of the Services to a later date up to 2 (two) times within 10 (ten) working days from the error report, and shall inform the Principal thereabout in writing by indicating the new date, no later than the working day before the originally planned date.

2.4 **Location and time of troubleshooting.** Unless the Parties agree in writing otherwise, troubleshooting shall be carried out by Nyomdaker via remote assistance (TeamViewer) or at the location of the malfunctioning machine. Nyomdaker shall

perform repair services on working days between 8:00 a.m. and 4:00 p.m.

2.5 **Worksheet.** During all on-site repairs and servicing, Nyomdaker shall prepare a worksheet on the work carried out and any on-site obstacles, a copy of which shall be handed over to the Principal.

2.6 **Certificate of delivery.** The Services shall be considered completed upon execution of the worksheet on the repair or servicing by the Principal. The Principal may not refuse to accept the Services due to minor errors or omissions of the performed work discovered during the handover, which, in connection with other errors or omissions, or due to the work to be involved in their correction or replacement, do not significantly impede the intended use, or the permanent and prescribed operation.

2.7 **Deviation from specifications.** The Principal acknowledges that the machine affected by the troubleshooting is suitable for intended use and operation only as stated in the factory specification. If, during the repair or servicing of the machine, the Principal requests the execution of a solution (repair) that differs from the factory specification of the machine, and this fact is recorded on the worksheet, the Principal shall bear all responsibility and possible damage resulting from a solution (repair) that differs from the specification.

3 OBLIGATIONS OF THE PRINCIPAL

3.1 **Presence and representative of the Principal.** During repairs and servicing, the operator of the machine at the Principal shall be present and actively cooperate with Nyomdaker. In case the Principal's representative leaves the site, Nyomdaker's representative shall be entitled to suspend the work and leave the site, and all costs incurred in connection with the above shall be borne by the Principal. The Principal's representative shall inform Nyomdaker's representative of the applicable work safety regulations, and all damages resulting from failure to do so shall be borne by the Principal.

3.2 **Provision of site.** The Principal shall provide all the conditions for Nyomdaker's on-site work (adequate lighting, power supply, ink, other materials and tools necessary for testing the operation, etc.). In the absence of the above, Nyomdaker shall continue the work at the Principal's risk, and if the circumstances do not allow the work, Nyomdaker shall be entitled to suspend its on-site activity and leave the site and the costs arising from the above shall be fully borne by the Principal.

4 FEES AND PAYMENT TERMS

4.1 **Fees.** Unless otherwise agreed by the Parties in writing or Nyomdaker does not provide any other fee quote in writing, Nyomdaker shall be entitled to charge and invoice the following fees for the Services provided in the territory of Hungary:

a) call out fee: HUF 150 (hundred and fifty forints)/km, calculated based on the entire length of journey rounded to kilometres, to and from the registered seat of Nyomdaker to the site of performance, but not less than HUF 18,000 (eighteen thousand forints) per call out;

b) hourly rate for travel: HUF 7,200 (seven thousand two hundred forints) / person / hour, which shall be charged by Nyomdaker for the duration of the travel to and from the site of servicing after each professional performing the Service. Nyomdaker shall be entitled to charge a fee for half an hour per half an hour commenced;

c) hourly rate for remote assistance: HUF 15,000 (fifteen thousand forints) / hour. Nyomdaker shall be entitled to charge a fee for half an hour per half an hour commenced.

d) hourly rate for servicing: HUF 26,000 (twenty-six thousand forints) / person / hour, which shall be charged by Nyomdaker for the time spent on servicing by each professional. Nyomdaker shall be entitled to charge a fee for half an hour per half an hour commenced.

4.2 **Expenses.** In addition to those specified in Clause 4.1, Nyomdaker shall invoice the Principal all costs and expenses arising in connection with the performance of the Contract, including but not limited to the following:

a) accommodation costs: based on prior written agreement with the Principal;

b) the price of the spare parts and accessories to be built in during the provision of the Services, based on the prior written agreement of the Parties;

c) the price of auxiliary materials used and necessary for the Services (rubber gloves, wipes, cleaning sticks, isopropyl alcohol, etc.) provided that Nyomdaker shall be entitled to invoice at least a minimum amount of HUF 2,900 (two thousand nine hundred forints) per serviced machine. The minimum amount set forth in this Clause shall not include special cleaning fluids and tools, which Nyomdaker invoices separately in each case and per item.

- 4.3 **VAT.** The Parties agree that unless indicated otherwise, the fees and expenses written in this GTC are net amounts, which shall be increased by the applicable VAT under Hungarian law.
- 4.4 **Invoicing policies.** Nyomdaker shall issue its invoice with respect to the fees under Clause 4.1 and the expenses under Clause 4.2 once the Contract is fulfilled. Unless otherwise agreed, Nyomdaker shall issue invoices in HUF and, where necessary, charge the appropriate amount of value added tax. If under the written agreement with the Principal, the amount agreed in Euro is invoiced in HUF, Nyomdaker shall convert the amount determined in Euro into HUF at the foreign exchange sell rate valid at Commerzbank on the day the relevant invoice is issued.
- 4.5 **Payment methods.** Unless otherwise agreed by the Parties, the Principal shall pay the invoice issued under Clause 4.2 to Nyomdaker via bank transfer to the bank account indicated in the respective invoice within 8 (eight) days from the date of issuance of the invoice.
- 4.6 **Late payment interest and recovery costs.** If the Principal fails to settle the invoice until the due date, Nyomdaker shall be entitled to charge default interest for the period of delay at the rate specified in Section 6:155 of Act V of 2013 on the Civil Code ("Civil Code") and the flat-rate recovery costs as per Act IX of 2016 on recovery costs.
- 4.7 **Settlement of payment obligation.** The Principal shall make all payments due under the Contract without any deduction. In case of payment by bank transfer, the amount of the invoice is considered to be settled at the time when the full amount is credited at Nyomdaker's bank account.
- 4.8 **Accounting of payments.** The amounts paid by the Principal shall be accounted for by Nyomdaker primarily as expense, secondly as interest and thirdly as capital for the outstanding invoice issued by Nyomdaker with the earlier due date.
- 4.9 **Prohibition of set-off.** The Principal is not entitled to set off any payment obligation it owes to Nyomdaker under the Contract against any claims the Principal may have against Nyomdaker.
- 5 COMMERCIAL GUARANTEE AND WARRANTY**
- 5.1 **Commercial guarantee.** Nyomdaker only undertakes a commercial guarantee for the Service if the Parties expressly agree thereon. In case Nyomdaker undertook a commercial guarantee when selling the machine affected by the Service, the terms of such commercial guarantee shall apply to the Service. The Principal acknowledges that Nyomdaker shall report the errors occurring within the warranty period to the manufacturer, and troubleshooting steps must be agreed with the manufacturer in advance in writing, therefore troubleshooting and/or repair may take longer than usual. The Principal acknowledges that Nyomdaker must return the disassembled and replaced parts to the manufacturer for inspection, and Nyomdaker decides if the repair may be fulfilled within the framework of warranty based on the results of such inspection.
- 5.2 **Warranty.** With regard to the Service Nyomdaker shall only guarantee that the machine affected by the Service operates as intended on the day of the certificate of delivery as per Clause 2.6 and shall exclude all liability for any warranty claims beyond the above except any commercial guarantee undertaken in accordance with Clause 5.1. More specifically the Principal acknowledges that Nyomdaker shall not guarantee that the machine affected by the Service will be functional for a specified period of time as a result of the installed spare part or the work performed and shall exclude any and all liability for the foregoing.
- 6 LIABILITY**
- 6.1 **Indirect Damages and Loss of Profit.** Neither Party shall be liable to the other Party under or in connection with the Contract for loss of actual or anticipated profit, losses caused by business interruption, loss of goodwill or reputation, or any indirect, special or consequential cost, expense, loss or damage even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the Parties.
- 6.2 **Default penalties.** Nyomdaker excludes all liability for any penalty payment obligation incurred by the Principal in connection with the performance or breach of the Contract.
- 6.3 **Limitation of Liability.** To the maximum extent permitted by the applicable law, Nyomdaker's total liability to the Principal in respect of damages and losses arising under or in connection with the Contract whether as a result of breach of Contract, breach of warranty, breach of statutory duty, shall be limited to the lesser amount of the following: (i) the total fees paid under the Contract, (ii) the amount of the direct damages.
- 6.4 **Unlimited Liability.** Clause 6.3 above shall not apply to liability for breach of contract caused intentionally or to the detriment of human life, physical integrity or health.
- 6.5 **Exclusions.** The GTC sets out Nyomdaker's full liability under and in connection with the Contract; all other liability shall be excluded.
- 6.6 **Other restrictions.** Legal proceedings for the enforcement of a claim arising from the performance of the Contract may be initiated by the Party only after the other Party has been notified in writing of the Party's intention to do so.
- 7 DATA PROTECTION**
- 7.1 **GDPR Compliance.** The Parties declare that they comply with the Regulation (EU) 2016/679 of the European Parliament and of the Council, i.e. the General Data Protection Regulation (hereinafter: "GDPR"), the applicable legislation implementing or supplementing thereof, as well as all other legal regulations regarding data protection and data processing activities to be applied in connection with the personal data processed during the performance of the Contract.
- 7.2 **Management of personal contact information.** The Parties provide each other with personal data concerning their contact persons and representatives (hereinafter jointly referred to as: "Contact Persons") in order to conclude and perform the Contract. The legal basis for the transfer of personal data of Contact Persons is Article 6 (1) (f) of the GDPR. The purpose of the data transfer is to fulfill the Contract and to maintain contact between the Parties. Parties are entitled to store this data in databases accessible to their designated employees and shall only be entitled to use, record and transfer such data to an accountant, auditor, legal representative or other data processor solely for the above purpose.
- 7.3 **Retention of data after termination of the Contract.** The Parties agree that the personal data of the Contact Persons provided to each other shall be processed and retained for the purposes of the settlement of any future disputes from the date of termination of the Contract until the expiry of the general limitation period, but no later than the maximum period specified by applicable law.
- 7.4 **Responsibility with regard to data transferred.** The Parties declare that the responsibility for the transfer of the personal data of the Contact Persons shall be borne by the transferring Party, and the Party receiving the personal data shall be responsible for the data processing as data controller. The Parties agree that the transferring Party shall at all times inform the data subject about the transfer of data and provide information on the processing of their personal data by the other Party, about the data subject's rights and any possible transfer for the purpose of data processing. The Parties are independent data controllers with regard to the processing of personal data of each other's Contact Persons.
- 8 MISCELLANEOUS**
- 8.1 **Third party rights.** The Contract between the Parties does not create any right or title for third parties and Nyomdaker is not liable for any claims made by any third party against the Principal.
- 8.2 **Advertisements.** Neither Party grants the other Party the right to include the trademark, brand name, or other name of the other Party (or any of its related undertakings) in advertisements or publications without its prior written consent.
- 8.3 **Consumer contract.** In case of a consumer contract, Clauses 4.6, 4.9, 5.2, 6 and 8.9 shall not apply. Under the GTC consumer contract shall mean a contract concluded between Nyomdaker as entrepreneur and a natural person, who is acting outside the scope of an economic activity (trade, business, craft, liberal profession).
- 8.4 **Modifications.** Notwithstanding to the contrary contained in the Contract, the Contract may be modified or amended only by a written declaration of the Parties that explicitly refers to the amendment of the Contract.
- 8.5 **Partial invalidity.** If any of the provisions of the Contract or the GTC shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 8.6 **Representations.** Each of the Parties hereto represents and warrants that (i) it has the authority to enter into the Contract and to perform in accordance with the terms hereof, and (ii) no steps have been taken or legal proceedings have been started or, having made reasonable inquiries, to the best of the Party's knowledge and belief, threatened against it for its winding-up, liquidation, administration or any other analogous proceedings, or the appointment of an administrator.
- 8.7 **Waiver.** The failure of either Party to insist on strict adherence to any material term or condition of the Contract on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other material term or condition of the Contract.
- 8.8 **Confidentiality.** The Parties agree that they will treat as fully confidential and as business secrets all business aspects of the Contract and all data which is obtained during the performance of the Contract and the other Party has a legitimate interest in its confidentiality. Neither of the Parties may disclose confidential information to third parties without the prior written consent of the other Party, unless it is compulsory by law or necessary for the exercise of any right or the fulfillment of any obligation contained in the Contract.
- 8.9 **Forums.** For any and all disputes arising out of or in connection with the Contract, Hungarian ordinary courts shall have jurisdiction. For any and

all disputes arising out of or in connection with the Contract, for which the Central District Court of Pest, the Budapest Environs Regional Court or the Budapest-Capital Regional Court has no general competence, the Parties shall – based on their respective competencies – stipulate the competence of the Central District Court of Buda or the Tatabánya Regional Court.

8.10 **Governing law.** The Contract shall be governed and construed in accordance with the laws of Hungary.