

General Terms and Conditions

FORWARDING

I. CHAPTER – DEFINITIONS, SCOPE OF AGREEMENT, INTERPRETATION

1. **Customer**

- 1.1 For the purposes of these General Terms and Conditions, Customer is any member of any subsidiary directly or indirectly owned or controlled by Veolia Environnement (hereinafter “**Veolia**”) registered in Hungary (hereinafter: “**Veolia Hungary Group**”) listed in clause 1.2 or any company among such members that agree with the Carrier on the forwarding of the Consignment (either as Sender or as Recipient). (Hereinafter, in the text of the Contract, they are referred to as "Customer" in the singular.)
- 1.2 The list of companies belonging to the Veolia Hungary group of companies that are covered by the personal scope of these General Terms and Conditions is available at the following link: <https://www.veolia.hu/en/suppliers>.

2. **Carrier**

All business partners of the Customer other than the companies specified in point 1. above are considered Carriers, that are obliged, within the scope of a contractual relationship, to forward a Consignment to a destination in the case of a transport order by the Customer. Postal, parcel or courier services are not considered Carriers within the scope of these General Terms and Conditions.

3. **Recipient**

A natural or legal person designated as Recipient in the Special Terms and Conditions entitled to receive the Consignment.

4. **Sender**

Sender is the natural or legal person who is responsible for the preparation and dispatch of the Consignment within the framework of the present contractual relationship.

5. **Consignment**

The item(s), product(s) which are the subject of the transport relationship defined in point 2. above, e.g. raw material, waste, waste raw material, finished goods, spare part, machine). Depending on the context, the term Consignment means both singular and plural.

6. **Consignment note**

A transport document issued by the Carrier in accordance with the applicable legislation prior to the commencement of domestic transport, signed by the Customer, and by the Recipient upon receipt of the Consignment, that certifies the acceptance of the Consignment by the Carrier and the conclusion of the forwarding contract.

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7. **Delivery note**

A delivery note signed and stamped by the Recipient is a document certifying the relocation of the Consignment and the fulfilment of the order, the fact of receipt in the relationship between the Sender and the Recipient.

8. **CMR-Convention, CMR-Consignment note**

8.1 For the carriage of goods by road in vehicles for reward, when the place of taking over of the goods and the place designated for delivery, as specified in the contract, are situated in two different countries, then from the moment of takeover of the Consignment until its delivery, the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR), published in Hungary by Legislative Decree No. 3 of 1971, shall also apply.

8.2 In the event of forwarding beyond Hungary's borders, the parties issue a CMR-Consignment note which contains the terms of their agreement. The obligatory content of the CMR-Consignment note is specified in clause 19. of these General Terms and Conditions.

9. **General Terms and Conditions**

9.1 These General Terms and Conditions (hereinafter referred to as "**GTC**") set out the general rules that govern the contractual relationship in respect of forwarding between a Carrier and a Customer (Sender and Recipient).

9.2 Deviations from the GTC may only be recorded by the Parties in the Special Terms and Conditions. In the event of such a deviation or discrepancy, the provisions set out in the Special Terms and Conditions shall prevail and shall apply to the contractual relationship between the Parties.

10. **Special Terms and Conditions**

10.1 Documents containing special provisions in relation to the GTC (deadline and schedule of performance for the given transport, exact place of performance, type and quantity of the Consignment to be delivered, and all other requirements related to the specific transport activity not regulated in these GTC), which may be the following:

- (i) The Order and the signed Order Acknowledgement in respect of it,
- (ii) Individual Contract,
- (iii) Framework Agreement and a Call-off based on such a Framework Agreement.

10.2 Also included in the Special Terms and Conditions (hereinafter: "**STC**") are all contractual specifications related to points (i) to (iii), e.g. Consignment note, CMR- Consignment note, Consignment List, Freight Pricelist, if necessary, the quotation of the Carrier.

11. **Contract**

11.1 The basis for the creation of a contractual relationship is the mutual and concordant juridical act of two or more parties that produces a legal effect, creates an obligation to perform and an entitlement to claim performance. The GTC and the STC together form the entire agreement concluded between the Parties (hereinafter referred to together as the "**Contract**") and determine the content of the legal relationship for forwarding.

11.2 The Contract is valid from the day it is signed by both Parties, until the full performance of all obligations of the Parties.

12. Order

A forwarding relationship may be established between the Parties by ordering the delivery of the Consignment from the Carrier (hereinafter: "**Order**", "**Order Form**") by means of an order form generated or otherwise issued in the IT system of the Customer and confirmed by the Carrier (hereinafter: "**Order Acknowledgement**"). The Parties declare that the contractual relationship between the Parties shall be established only if the Carrier accepts these GTC simultaneously with the Order Acknowledgement. The procedure of the Order Acknowledgement is set out in clause 17 of these GTC.

13. Individual Contract

The Parties may enter into an Individual Contract for specific Shipment(s), in which they specify all special contractual terms beyond the General Terms and Conditions (e.g. details of the contracting parties, subject matter of the Contract, exact definition of the Consignment, delivery deadline, subject-specific provisions).

14. Framework Agreement

- 14.1 The Parties may enter into a Framework Agreement based on which the Customer may place regular orders in the form of Call-offs for the forwarding of Consignment, up to an amount specified in the Framework Agreement and/or during a specified time period.
- 14.2 The Parties conclude such Framework Agreements – if possible – with a view to the needs of the companies listed in clause 1 above, in which case, each of these companies are entitled to issue Call-offs. The Carrier agrees that during the term of the Framework Agreement, each of the companies listed in clause 1 may enter into the Framework Agreement as Contracting Party, by signing an amendment agreement to this effect.

15. Call-off

Individual order sent by the Customer under the Framework Agreement.

16. Subject, scope and interpretation of the Contract

- 16.1 Pursuant to the Contract, the Carrier is obliged to forward the Consignment to its place of destination and to hand over the Consignment to the Recipient as well as to perform related administration (Consignment receipt, forwarding, handover documentation), the Customer is obliged to pay the fee for the forwarding performed in the certified quantity, fulfilling the ordered quality parameters as specified in the Contract.
- 16.2 The Parties expressly agree that any other general terms and conditions or other such documents otherwise used by the Carrier shall not apply to the Contract except in the event that the Customer expressly accepts these in writing, signed by an authorised signatory of the Customer. Acceptance of the transport service or payment of the fee is not to be interpreted as acceptance of the Carrier's general terms and conditions.

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- 16.3 This Contract constitutes the entire agreement between the Parties and therefore – except if the Parties agree otherwise in the STC – signing the Contract supersedes and replaces all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
- 16.4 The Parties shall exclude the application of Section 6: 63 (5) of Act V of 2013 on the Civil Code (hereinafter: the “**Civil Code**”) in their contractual relationship established on the basis of the Contract concluded between them.
- 16.5 In case any provision in this Contract is invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 16.6 No failure of a Party in exercising any right under this Contract shall constitute a waiver of that right.

II. CHAPTER – PROVISIONS CONCERNING PERFORMANCE

17. Procedure or Order and Order Acknowledgement

- 17.1 In the absence of a Framework Agreement or an Individual Contract, the Customer shall order the forwarding of the Consignment to the Recipient from the Carrier by way of the order form specified in clause 12 as follows.
- 17.2 Content of the Order shall be agreed between the representatives of the Parties via e-mail or telephone in advance. Following and corresponding to such agreement, Customer shall send an e-mail order to the Carrier not later than 24 hours prior to commencement of the forwarding.
- 17.3 Within 24 hours from receipt of the Order, the Carrier shall acknowledge the Order electronically, **with proper signature** towards the Customer (hereinafter: „**Order Acknowledgement**”). **In the event that the Order Acknowledgement is not received by the Customer within the time stipulated above, and the Carrier performs, the Carrier will be deemed to have accepted by conduct the Order and this present GTC unamended.** The Customer is bound by the offer until the acknowledgment deadlines however, the Customer may decide to maintain the order or accept the performance in case of a delayed Order Acknowledgement.
- 17.4 The Order Acknowledgement must state expressly that the Carrier accepts the Order and the GTC referred to therein unamended. In the event that the Order Acknowledgement of the Carrier contains any deviation, the Order enters into force only if the Customer accepts such deviation and confirms its acceptance in writing towards the Carrier. In the event the Customer does not accept the deviation, then the terms of this GTC shall apply.
- 17.5 In the event the Carrier cannot perform the forwarding in accordance with the terms of the Order (e.g. quantity, delivery time), the Carrier must inform the Customer electronically, duly signed, within 24 hours of the receipt of the Order specifying the deficiencies.
- 17.6 If the Customer maintains the Order specified in the previous paragraph despite the deficiencies indicated by the Carrier, the Customer shall amend the Order based on the confirmation of the Carrier and resend it - by fax or electronically - to the Carrier.
- 17.7 If the Order is acknowledged by the Carrier, the Carrier is obliged to fulfil the Order in accordance with the conditions specified on the order form.

18. Rules applicable to Call-offs

- 18.1 In the case of a Framework Agreement concluded between the Parties, the place, deadline and specific conditions of performance are contained in the Framework Agreement or in the Call-off generated in or otherwise sent from the IT system operated by the Customer.

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18.2 Unless otherwise provided in the Framework Agreement, the provisions of these GTC applicable to the Order and Order Acknowledgement shall apply to the Call-off, provided that the Customer is entitled to send the Call-off by 2.00 pm on the day before the commencement of the carriage and the Carrier must – via its representative designated in the Framework Agreement – confirm the Call-off within 3 hours via e-mail.

19. Special provisions in relation to the CMR-Consignment Note

19.1 Unless otherwise provided in the STC, the CMR-Consignment Note is completed and handed over to the Carrier by the Sender. The Carrier shall verify whether all necessary data are fully completed on the CMR-Consignment Note and whether such data correspond to the data on other documents handed over to the Carrier.

19.2 The absence, irregularity or loss of the CMR-Consignment Note – or any accompanying documents – shall not affect the existence and validity of the Contract.

19.3 The CMR-Consignment Note does not embody the Consignment itself; ownership of the Consignment cannot be acquired by selling or transferring the Consignment Note.

19.4 The CMR-Consignment Note must contain the following:

- (i) Place and date of its issue,
- (ii) Name and address of the Sender,
- (iii) Name and address of the Carrier,
- (iv) Place and time of handing over the Consignment,
- (v) Destination and delivery time of the Consignment,
- (vi) Name and address of the Recipient,
- (vii) Name in common use and packaging of the Consignment,
- (viii) In the case of dangerous goods, their generally recognized description, the indication of danger according to the mode of transport in question,
- (ix) The number of goods and their special marks and numbers,
- (x) The gross weight of the goods or their quantity otherwise expressed,
- (xi) The requisite instructions for Customs and other formalities
- (xii) A statement that the carriage is subject to the provisions of the CMR Convention.

19.5 The Consignment Note shall, in addition to its mandatory content, contain every item that the Parties had agreed in the STC, such as, but not limited to:

- (i) A statement that trans-shipment is not allowed,
- (ii) Charges which the Sender undertakes to pay,
- (iii) The amount of "cash on delivery" charges,
- (iv) A declaration of the value of the goods,
- (v) The Sender's instructions to the carrier regarding insurance of the goods,
- (vi) A list of the documents handed to the carrier,
- (vii) And any further particulars that are of importance for the carriage.

20. Transport equipment

20.1 The Carrier warrants that all vehicles used for the carriage of the Consignment (hereinafter referred to as the "**Vehicle**") comply with the applicable legal and environmental regulations, and also warrants that the Vehicle is suitable for the carriage of the Consignment.

20.2 The Carrier is obliged to provide the Vehicle at the appropriate time and place, in a clean and faultless condition suitable for carriage subject to the STC.

20.3 The Vehicle shall be deemed suitable for carriage if – taking into account the nature of the Consignment, the method of loading and unloading and the basic circumstances of the carriage –, based on the type, size and equipment of the Vehicle, the specific transport can be performed in full and in accordance with the contract.

21. Taking over of the Consignment, loading

21.1 On taking over the goods, the Carrier shall check:

- (i) The accuracy of the statements in the Consignment Note as to the number of packages and their marks and numbers, and
- (ii) The apparent condition of the goods and their packaging.

21.2 Where the Carrier has no reasonable means of checking the accuracy of the statements referred to above, he shall enter his reservations in the protocol made at the place of loading, together with the grounds on which they are based. He shall likewise specify the grounds for any reservations which he makes with regard to the apparent condition of the goods and their packaging. Such reservations shall not bind the Sender unless he has expressly agreed to be bound by them in the protocol specified above.

21.3 If the protocol contains no specific reservations by the Carrier, it shall be presumed, unless the contrary is proved, that the goods and their packaging appeared to be in good condition when the Carrier took them over and that the number of packages, their marks and numbers corresponded with the statements in the Consignment Note.

21.4 The loading of the Consignment is – in the absence of a provision to the contrary in the STC – the responsibility of the Sender. The cargo must be fixed on the Vehicle in accordance with its content, size and special characteristics. The Carrier, as a specialist company, is obliged to inspect the loading with the due diligence required of it, and if the Sender conducts the loading improperly, the Carrier is obliged to warn the Sender and to record this in writing in the protocol also signed by the Sender.

22. Obligations of the Sender

22.1 For the purposes of the Customs or other formalities which have to be completed before delivery of the goods, the Sender shall attach the necessary documents to the Consignment Note and/or the CMR-Consignment Note or place them at the disposal of the Carrier and shall furnish him with all the information which he requires.

22.2 The Sender is obliged to package the Consignment in such a way that the packaging protects the Consignment – in case of proper transport – and does not pose danger to any person or property of others.

22.3 The Sender or the Customer is obliged to provide the Carrier with all necessary information about the forwarding task, as well as the product specification, the specifics of the transport, in case of dangerous goods, the information necessary to avoid the danger.

22.4 If the task of forwarding is unclear, the Carrier is obliged to clarify the issues before commencing the carriage. In case the Carrier receives an instruction that endangers the economical, fast and safe performance of the carriage, it shall immediately draw the attention of the Customer or the Sender to this and record it in writing in the protocol recorded jointly.

22.5 If it is obvious that the information required for the handling of the packaging or the Consignment is inadequate, or the Sender does not provide the documents required for the forwarding and handling of the Consignment, the Carrier may refuse to accept the Consignment and record this fact in the protocol.

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23. Delivery date

- 23.1 The Carrier is obliged to start the carriage on the date specified in the STC (Individual Contract / Call-off / Order) and to carry it out in full during the time period specified therein.
- 23.2 The forwarding shall be deemed to have been performed at the time when the Carrier delivers the Consignment to the Recipient in accordance with the contract and it is taken over by the Recipient.
- 23.3 The Customer shall be notified immediately of an expected delay in the time of performance, even if the delivery date has not yet passed.
- 23.4 In case of delayed performance for reasons attributable to the Carrier, the Carrier is obliged to pay a penalty pursuant to clause 39 of these GTC.
- 23.5 The Carrier shall be in delay if the Consignment is not delivered / handed over within the timeframe specified in the STC, or if – in the absence of such an agreement – the actual duration of the carriage, taking into account the circumstances of the case, exceeds the time generally allowed to a diligent Carrier.

24. Means of performance, further obligations of the Carrier

- 24.1 The Carrier is obliged to perform the carriage in accordance with the provisions of this Contract. It is entitled to deviate from these provisions only to the extent that the Customer has given prior, express, written consent thereto.
- 24.2 The Carrier declares that it has all necessary, valid permits (e.g. permit for waste transport in case of the shipping of waste) required for the transport of the Consignment, which are attached to the STC as appendices.
- 24.3 The Carrier is obliged to perform the carriage within the shortest possible time, taking into account the interests of the Customer and in accordance with its instructions.
- 24.4 The Carrier is obliged to continuously ensure, for the entire duration of the forwarding, that the Consignment is properly secured. **If the Consignment is delivered to the Recipient damaged during the transport, or the securing of the Consignment is inadequate, or if there is any difference found in weight / quantity of the Consignment compared to the weight / number of items at the time of dispatch – subject to minimum measurement differences between scales –, the performance is considered defective, and the Sender is entitled to claim a penalty for defective performance in accordance with Clause 40 of this Contract, as well as any excess damage incurred in addition thereto.**
- 24.5 In determining the weight at the time of dispatch and unloading, the weighing slip issued by the Sender or the Recipient shall prevail.
- 24.6 Access permits required for the access to the place of loading and unloading shall be obtained by the Carrier at its own expense.
- 24.7 The Carrier is obliged to keep and certify the accompanying documents (CMR, Consignment Note, weighing slip or other documents) accurately and to utilize them according to the Customer's instructions.
- 24.8 The Customer has the right to dispose of the goods, in particular by asking the Carrier to stop the goods in transit, to change the place at which delivery is to take place or to deliver the goods to a recipient other than the Recipient indicated in the Consignment Note. This right shall cease to exist when the second copy of the Consignment Note is handed to the Recipient. The Recipient shall, however, have the right of disposal from the time when the Consignment Note is drawn up, if the Sender makes an entry to that effect in the Consignment Note.
- 24.9 The Carrier declares that it will ensure the delivery of the Consignment in such a way that the environment is not polluted. In the event of any contamination during transport, the Carrier is obliged to ensure the

disposal of the waste, the decontamination of the contaminated area and the restoration of the original environmental condition. Reimbursement of any damages and costs resulting from the pollution shall be borne by the Carrier.

24.10 If the Carrier forwards the Consignment using various modes of transport, the rules of the given branch of transport shall apply to its activities in respect of each mode of transport.

25. Hindrances

25.1 The Carrier shall ask for instructions from the Customer if the Contract cannot be performed in accordance with the terms and conditions of the STC, the carriage is impeded or its execution becomes impossible before the Consignment arrives at the designated place of delivery.

25.2 However, if the circumstances allow the forwarding to be carried out under conditions other than those set out in the STC and the Carrier did not receive instructions from the Customer in due time, the Carrier shall take such measures as he considers to best serve the interests of the Customer.

26. Unloading the Consignment

26.1 Unless otherwise provided by the STC, the Recipient is responsible for the unloading of the Consignment.

26.2 In the STC, the parties shall indicate the individual(s) entitled to take over the Consignment.

26.3 The Carrier is obliged to comply with the site regulations in force at the place of loading and unloading.

26.4 The Recipient shall accept the Consignment from the Carrier by quantity and quality at the place specified as place of delivery in the STC.

26.5 During takeover, the Recipient verifies that the data of the Delivery Note corresponds to the data of the weighing slip (e.g. quantity) and the integrity of the packaging.

26.6 Acceptance by quantity shall take place upon arrival of the Consignment, except in the case of packaged bulk goods. These can be taken over by number of packages only, in which case the Recipient is entitled to take over the quantity within 7 days for the quantity within the packages. Acceptance by quality shall be performed by the Recipient within 7 days following receipt of the Consignment.

26.7 At the time of takeover of the Consignment, the Carrier is obliged to hand over to the Recipient one copy of each of the Consignment Note, the Delivery Note and the weighing slip.

26.8 Proof of performance shall be certified by the Recipient's (or the Sender's local) authorized representative on receipt by stamping and signing the Consignment Note.

26.9 The Parties shall draw up a protocol on the spot of eventual (transport) damage or eventual deficiencies, improper performance, for which the Carrier is liable.

26.10 The Recipient may also indicate the fact of a quantity discrepancy and / or quality defect or damage to the packaging in writing on the Consignment Note.

III. CHAPTER – INVOICING TERMS OF PAYMENT

27. Determination of prices

27.1 The Carrier provides its services at the unit prices specified in the STC.

27.2 In the case of weight-based settlement, the data of the weighing slip issued by the Recipient shall prevail in determining the remuneration, the data of which shall be accepted by the Parties as the basis for

invoicing. The specific amount of the fee to be paid shall be determined on the basis of the fee rate specified in the SCT and, in the case of weight-based remuneration, the data of the relevant weighing slip, the fee being in the latter case the product of the above values.

- 27.3 The unit price includes all costs and expenses incurred by the Carrier in connection with the performance of the contract (e.g. fuel, taxes, access permit, driver's salary, additional costs of the vehicle, insurance, customs duties, other charges, unloading, etc.).
- 27.4 The Carrier shall perform the work at its own expense, and may not demand reimbursement of its out-of-pocket expenses or general business expenses in addition to the fee established above.
- 27.5 The Parties agree that the payment obligations under the Contract shall be fulfilled in Hungarian Forint (HUF) or Euro (EUR), unless otherwise provided by the SCT. The prices specified in the Contract are net prices, the amount of Value Added Tax is to be added at a rate in force at the time of invoicing.

28. Invoicing and payment terms

- 28.1 The Carrier issues a separate invoice for each Order or Call-off towards the Customer specified in the SCT. In the SCT, the Parties may agree on other method of invoicing (pl. monthly consolidated invoices).
- 28.2 The invoice, copies of the Order, Call-off, Order Acknowledgement, one copy of each of the document certifying performance (respective weighing slip, Consignment Note) and the Delivery Notes signed by the Recipient, which all constitute appendices to the invoice, are to be sent via regular mail to the address specified in the SCT.
- 28.3 **Further prerequisite for the payment of an invoice is that the Carrier is listed in the register of business partners of the Customer that is, the Carrier must have completed and returned the duly signed vendor form required by the Customer.**
- 28.4 Invoices must always indicate the number and date of the Order, Individual Contract, Framework Agreement and Call-off, as well as the order data enabling the identification of the items. The content and number of copies of the invoice must at all times comply with the accounting laws, the legal rules regarding the formal requirements of invoices and the provisions of the VAT Act, each valid at the time of invoicing. **The Customer is entitled to return any invoice deviating from the provisions of this section.** In the event of a billing error, the Customer's delay is excluded. The payment term specified in the Contract shall be calculated from the receipt of the corrected invoice free of errors.
- 28.5 The Parties agree that in the case of a Framework Agreement, the delay of any Customer shall not affect the other Customers. The Seller shall enforce its claim separately towards the Customer in delay.
- 28.6 In case of due performance of the Contract, the Customer is obliged to pay the invoiced and undisputed amount within 30 days from the receipt of the invoice by transfer to the bank account indicated on the Carrier's invoice.
- 28.7 Parties agree that the invoice shall be deemed received at the time the Customer's filing / received stamp is put on it or, in the case of an electronic filing system, at the time the electronic received stamp of the system is put on the invoice.
- 28.8 Payment date shall be the date on which the Customer's bank account is debited with the invoiced amount.
- 28.9 In case of delayed payment, the Carrier is obliged to demand payment from the Customer via registered letter with return receipt. In case of an - even partial - failure of the demand for payment, then from the 30th day following its receipt, the Carrier is entitled to terminate the Contract, or in case of a Framework Agreement, terminate the agreement only against the Customer that failed to make payment.

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- 28.10 The Carrier is entitled to charge default interest for the period of delay specified in the legislation in force from time to time, even if the Carrier terminated the Contract. The Customer is not obliged to pay interest on incorrect, incomplete, disputed invoices or on invoices that were rejected.
- 28.11 The Customer is entitled to set off any obligation due but unpaid from the Carrier against its obligation to pay to the Carrier at the time of settlement of invoices, and is obliged to inform the Carrier of such set off. The Carrier is entitled to set-off claims only with the prior written consent of the Customer.
- 28.12 The Parties agree that the Customer does not provide an advance payment, unless otherwise provided in the STC.

29. **Sale of claims, factoring**

- 29.1 The Carrier must inform the Customer in advance in writing about the sale and factoring of claims arising from the Contract. The Parties expressly declare that the Customer is in any case entitled to set off any counterclaims the Customer has against the Carrier.
- 29.2 Factoring may only take place if the fact of the factoring and the debtor have been registered in the security interest register (operated by the Hungarian Chamber of Civil Law Notaries).

IV. **CHAPTER – LIABILITY**

30. **Liability for damages**

- 30.1 The Carrier shall be **fully liable for damages** caused by breach of contract, *taking into account the limitations of liability set out in the CMR Convention in the case of international carriage covered by the CMR Convention.*
- 30.2 The Parties agree that in respect of any damage – to the Customer or a third party – caused by a breach of this Agreement by the Carrier or its contributors, the Carrier shall only be released from liability if it proves that the damage was caused by circumstances beyond its control, that were, at the time of the conclusion of the contract unforeseeable and unavoidable.
- 30.3 In order to be released from liability, the Carrier may not invoke the faulty condition of the Vehicle used for the performance of the Carriage or the fault of the person or his agent from whom he leased the Vehicle.
- 30.4 The Carrier is responsible for the delivery of the Consignment accepted for carriage at the place and time specified in the Contract, in an intact condition.
- 30.5 Damages and additional costs resulting from non-compliance with the Customer's instructions for carriage shall be borne by the Carrier.
- 30.6 The Parties are fully liable for damage caused by breach of the contract that was intentional or that caused damage to life, limb or health.

31. **Damage to the goods**

- 31.1 The Carrier shall be liable for any damage that may occur to the Consignment during the carriage (e.g. damage, destruction, loss) (hereinafter: “**Damage to Goods**”). In addition to the actual damage, the Carrier is also liable for the reimbursement of lost profits, costs and expenses.
- 31.2 The Carrier shall only be released from liability for Damage to Goods if the damage is caused:
- (i) by an unavoidable circumstance outside of the Carrier's sphere of activity,

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- (ii) by a deficiency of the packaging that is not noticeable on sight,
- (iii) by loading done by the Sender or unloading done by the Recipient,
- (iv) as a consequence of the Sender, Recipient or contributor appointed by them not acting as would normally be expected in the particular situation, including the failure of the Sender to provide or complete the required documents and the occurrence of the damage is related to it, as well as if the Carrier has not been informed of the extraordinary value of the Consignment that cannot be recognized from the outside.

- 31.3 The onus of proof that the loss, damage or delay is due to one of the facts listed above lies with the Carrier.
- 31.4 The basis for the calculation of the value of the Damage to Goods is the actual monetary value of the Consignment at the time of handing it over to the Carrier.

32. Damage to, loss and destruction of the Consignment

- 32.1 In case of damage to the Consignment, the Carrier is obliged to pay the amount of depreciation calculated on the basis of the value of the Consignment recorded at the time of dispatch, as well as the penalty for defective performance specified in clause 40 of the GTC
- 32.2 In case of loss or destruction of the Consignment, the Carrier is obliged to reimburse the full monetary value of the Consignment at the time of dispatch, as well as the amount of the penalty for failure to perform specified in clause 41 of the GTC.

33. Third party liability

- 33.1 If damage is caused to third parties during transport, - e.g. the Carrier delivers the Consignments of several senders on one Vehicle or damage is caused to third parties - the Carrier is liable to the third party.

34. Liability of the Customer/Sender

- 34.1 The Customer / Sender shall be liable to the Carrier, up to the amount of the gross contractual consideration, for direct damages resulting from improper or missing packaging, lack of, incomplete or inaccurate data, information and documents related to the Consignment, if the Carrier checked these while exercising due diligence that is to be expected from an expert company prior to commencement of the transport and the Customer / Sender has been warned of these deficiencies in writing.

35. Insurance

- 35.1 The Carrier declares that it has liability insurance with an Insurer acceptable to the Customer, in accordance with the specifics of the Consignment, up to the value specified in the STC and supplemented with appropriate clauses, and undertakes to maintain this insurance during the term of this framework agreement. A copy of the insurance policy is attached to the STC.

36. Limitation period

- 36.1 Claims under the contract for forwarding, with the exception of damages caused intentionally or through gross negligence, shall lapse within one year. The starting date of the limitation period is the date of delivery of the Consignment to the Recipient or the date when the Consignment should have been delivered to the Recipient. These provisions shall also apply in the event that the Carrier forwards the Consignment using various modes of transport.

37. Representations of the Carrier

- 37.1 The Carrier warrants that it has all necessary personal, material and financial resources, valid permits required for the performance of the Contract and that it shall immediately inform the Customer of any changes that may affect the performance of the Contract.
- 37.2 The Carrier further warrants that the Vehicles are in compliance with all legal and technical requirements and have all necessary documents and permits requisite for the forwarding as specified in the STC.

38. Penalties

- 38.1 The Carrier shall be obliged to pay a penalty in the amount specified in the STC in case of non-performance of the obligations undertaken in the Contract by the deadline agreed in the Contract, as well as in case of defective performance and failure to perform. If the Parties have not imposed a penalty in the STC, the provisions of the following clauses shall apply.
- 38.2 The Customer must submit its claim for penalty payment to the Carrier in writing specifying the grounds for the penalty payment and its amount.
- 38.3 The Carrier is released from the penalty payment wholly or partially to the extent it proves that it is not responsible for the breach of agreement.
- 38.4 The penalty due shall be deemed to be an overdue financial claim which the Customer may set off against any claim the Carrier has against it. The Carrier is obliged to pay the penalty within 8 working days after the written request of the Customer, in the event that the amount of the penalty claim exceeds the value of the unpaid invoices.
- 38.5 The Carrier shall immediately inform the Customer in writing of the initiation of liquidation, bankruptcy, compulsory strike-off, enforcement or criminal action. Penalty claims become due on the day the proceedings are initiated
- 38.6 Demand for payment of the penalty shall not affect the Customer's other claims against the Carrier. In addition to the penalty, the Customer may also claim damages in excess of the penalty and exercise its other rights arising from breach of contract. The Customer may demand compensation for damages even if it has not demanded payment of a penalty.
- 38.7 The Customer may claim a penalty against the Carrier on several grounds. However, in the case of a claim for a penalty for failure to perform, the Customer may not claim penalty for delay or defective performance.
- 38.8 The limitation period for a claim for a penalty arising from carriage is 1 year.

39. Delay penalty

- 39.1 The Carrier shall pay a penalty to the Customer in the event of failure to meet the deadlines specified in the STC.
- 39.2 The basis for the calculation of the delay penalty is the total gross carriage fee.
- 39.3 **The amount of the penalty for each calendar day of delay is 1% of the penalty base, but at least (HUF 10,000) but shall not exceed 20% of the gross forwarding fee in accordance with the Contract.**
- 39.4 The delay penalty becomes due on the first day of delay.

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- 39.5 Payment of the delay penalty does not release the Carrier from its obligation to meet the deadlines specified in the STC and to the performance of the contract.
- 39.6 In the event the delay is such that it reaches the maximum penalty provided for in the Contract, the Customer has the right to terminate the Contract without the obligation to prove lapse of interest or, at the Customer's discretion, to terminate the Contract and claim a penalty for failure to perform in accordance with Clause 41 of these GTC.

40. Penalty for defective performance

- 40.1 The Carrier shall deliver the undamaged Consignment to the Recipient in undamaged packaging, in the quantity at the time of dispatch, otherwise the performance shall be considered defective performance.
- 40.2 In the event of defective performance, the Customer may demand a defective performance penalty from the Carrier, subject to Clause 24.4 of these GTC. The basis of the defective performance penalty is the value of the Consignment delivered damaged or with damaged packaging, and in case of a quantity discrepancy the market price at the time of delivery of the short-delivered goods or the goods delivered in excess, the rate of the penalty is 20% of the penalty base.
- 40.3 The Carrier's obligation to pay a penalty for defective performance shall not be affected by whether the Consignment itself is actually damaged, the damage to the packaging itself shall justify the obligation to pay a penalty.
- 40.4 The Parties agree that in the event of a quantity discrepancy, in addition to the penalty, the Carrier shall also reimburse to the Customer the value of the short-delivered Consignment determined at the time of dispatch.
- 40.5 The penalty for defective performance shall become due upon the establishment of defective performance.

41. Penalty for failure to perform

- 41.1 If the Carrier fails to start the carriage on time, i.e. does not commence the carriage within 1 day after the latest start date specified in the STC, the Customer may deem the Contract not fulfilled (failed) and the Customer is entitled to terminate the Contract and claim penalty for non-performance. In addition to notifying the Carrier in writing at the same time, the Customer is entitled to perform the task using another Carrier or using its own Vehicle, in which case the Carrier is obliged to reimburse all justified additional costs of the Customer in addition to the penalty.
- 41.2 In the event the Consignment is lost, the Customer is entitled, besides reimbursement of the value of the Consignment at the time of dispatch, to claim penalty for non-performance.
- 41.3 A Consignment shall be considered lost - and the Contract not performed - if it is not delivered by the Carrier within thirty days following the delivery date or, in the absence of such agreement, within 60 days from taking over of the Consignment for forwarding.
- 41.4 If the Consignment is found following payment of compensation and penalties, the Carrier shall notify the Customer as soon as the circumstances allow and the Customer shall be entitled to dispose of the Consignment.
- 41.5 The Parties agree that if the Customer terminates the Contract with immediate effect due to a material breach of contract by the Carrier, it shall also be considered a non-performance within the sphere of responsibility of the Carrier.

41.6 In the event of a failure to perform, the Carrier shall pay to the Customer a penalty equal to 30% of the penalty base. The penalty for non-performance is based on the total gross forwarding fee. The penalty for non-performance shall become due on the day of termination or cancellation, and in the case of loss of the Consignment, on the thirtieth day after the delivery date.

42. Force Majeure

42.1 Force majeure shall mean any external event which is unforeseeable, unavoidable and makes it impossible to perform the obligations under the Contract, in particular, but not limited to, war, riots, floods, other natural disasters, strikes, pandemics or state of emergency otherwise declared.

42.2 A force majeure event releases the Parties from their obligation to perform.

42.3 The Party prevented by force majeure shall notify the other Party by all possible means of the occurrence of the force majeure event, its nature and expected duration. Notice given orally must be confirmed in writing no later than the day following the occurrence of the event. If the prevented Party fails to do so, it shall not be relieved of liability in the event of delay.

42.4 The Parties shall, immediately after becoming aware of it, determine the actions to be taken to mitigate the consequences of the force majeure event. The period of performance of one Party shall be extended by the duration of the impediment recognized by other Party.

42.5 The prevented Party shall continuously keep the other Party informed of the occurrence of the incident on a daily basis and shall immediately notify the other Party of the end of the force majeure event.

42.6 In the event the force majeure event continues for more than 60 days, each Party shall be entitled to cancel or terminate the respective Call-off and/or Contract.

V. CHAPTER – FUNDAMENTAL VALUES

43. Sustainable development clause

43.1 The Parties agree that the values set out in this Chapter V – also detailed in the document to be found at <https://www.veolia.hu/en/suppliers> with the title *General principles applicable to relationships with suppliers* –, form an integral part of the business policy of the company group of the Customer (hereinafter: “**Veolia Hungary group of companies**”), which are expected to be enforced by its contractual partners. **The Carrier undertakes to comply with the provisions of this Chapter, and, within the framework of its existing legal relationship with the Customer, shall not contract with any suppliers or subcontractors that do not comply with the requirements set out below.**

43.2 The Veolia Hungary group of companies pursues a sustainable development policy which aims to promote human rights, improve social welfare, and protect the environment. In connection with this, the Carrier also undertakes to pursue the appropriate sustainable development policies and shall strictly adhere both to the applicable laws in this area and to the standards of the Veolia Hungary group of companies as described below.

44. Human rights and fundamental employees’ rights

44.1 The Parties undertake to observe the provisions of the Universal Declaration of Human Rights, the UN Convention on the Rights of the Child, and the standards of the International Labour Organisation. The

Parties declare that their operations are in compliance with guidelines on human rights, and that they will under all circumstances observe prohibitions of child labour and forced labour.

- 44.2 The Parties agree that they comply with the provisions of labour law and social security laws and that they observe the provisions concerning – amongst others –, unreported employment, rights of trade unions and remuneration. The Parties declare that their employees receive respectable and fair treatment and wages, that their practices comply with laws prohibiting unlawful discrimination, and that they ensure that their employees recognize and apply fair and unprejudiced principles of treatment.
- 44.3 The Parties declare that their practices – on all fields – comply with the regulations regarding unlawful discrimination.

45. Environmental protection, health and safety requirements

- 45.1 The Parties shall do all in their power to ensure that their activities are conducted as efficiently, as economically, and as safely as possible in flexible fulfilment of the needs of both Parties, and that they fully observe the health, social, work safety, environmental protection, security, and energy conservation regulations and laws, as well as the international standards applicable to their activities.
- 45.2 The Parties shall take all necessary measures to safeguard the health and safety of their employees, to respect the aims of the Veolia Hungary group of companies' health and safety protection policies, with particular attention to the safety protection regulations that apply to production worksites and the delivery of goods and fulfilment and services under conditions which minimise hazards to the health and safety of the Parties' employees. The Parties shall further undertake to constantly improve the health safeguards and working conditions that they provide to their employees.
- 45.3 The Parties agree that they shall take the necessary measures to reduce adverse environmental effects, to create an environmental management system and perform analyses with a view on global costs, with particular attention to conservation of energy and reduction of primary resource consumption, to the reduction of polluting materials finding their way into the water, air, or soil, to the elimination of accidental contamination, to reduce the waste generated by their activities and to monitor its disposal, and to limit the release of substances harmful to the environment and health.

46. Code of Ethics

- 46.1 The core values of the Veolia Hungary group of companies are responsibility, solidarity, respect, innovation and customer focus, on which its economic, social and environmental performance are also based. These values are reflected in rules of conduct and actions, as well as in the creation of everyday ethical conditions that provide the main direction of corporate governance.
- 46.2 The Veolia Hungary group of companies wishes to share these values with its external partners also by way of the *Code of Ethics* and its appendix, the *Anti-Corruption Code of Conduct*. For this reason, these are available on the internet at <https://www.veolia.hu/en/about-us/about-us/corporateresponsability>.

47. Anti-corruption clause

- 47.1 The Parties hereby undertake to strictly comply with any applicable regulations regarding business ethics, including regulations prohibiting the bribery of public or private officials, influence peddling, money laundering, including the French Anti-corruption law known as "Sapin II" of 9 December 2016.

- 47.2 The Parties undertake to put in place and implement all necessary and reasonable policies and measures to prevent corruption.
- 47.3 The Co-contractor undertakes that the amounts paid in execution of this Agreement shall be for the sole purpose of compensating the Co-contractor for the supplies and services stipulated. He declares that, to its knowledge, none of its representatives or persons performing services on its behalf under this Agreement shall offer, give, solicit or receive any benefit whatsoever to/from a public or private legal person, natural person (including public official) with the intention of committing any of the infringements mentioned in the first paragraph above.
- 47.4 If Veolia has reasonable grounds to consider that this clause has been breached, Veolia may suspend, upon simple notification, without notice, performance of this Agreement, for the time necessary to verify the situation, without incurring its own liability or incurring an obligation towards the Co-contractor. The Parties mutually undertake to carry out the necessary verifications by cooperating in good faith.
- 47.5 In case of a proven breach, Veolia may terminate the Agreement without notice and without liability. Compliance with this clause is one of the essential obligations of the Agreement.

48. Competition law, taxation and data protection

- 48.1 The Parties shall be obligated to obey the applicable provisions of competition law.
- 48.2 The Parties shall pay special attention to compliance with the rules and standards of fair business conduct, due diligence of suppliers and subcontractors, and the prevention and avoidance of conflicts of interest.
- 48.3 The Parties declare that they shall submit their tax declarations and pay their taxes in accordance with the applicable laws and regulations.
- 48.4 The Parties shall respect the protection of the data of natural persons as a fundamental right. The Parties shall comply with the data protection requirements set forth in the applicable legal regulations, with special regard to the provisions of the Data Protection Regulation EU 2016/679 (hereinafter: “**GDPR**”), and the Act on Information Self-determination and Freedom of Information.

49. Election and evaluation of contractual partners

- 49.1 The Customer informs the Carrier that, in compliance with the relevant legislation, the Customer shall establish objective criteria for the selection of its contractual partners. These criteria are:
- (i) based partially on the performance of the suppliers (compliance with deadlines, number of complaints in connection with its services etc.),
 - (ii) and partially on how well they are able to identify with the ethical and sustainable development rules represented by the Veolia Hungary group of companies and defined in this chapter.
- 49.2 After the selection, the Customer evaluates its contractual partners annually on the basis of the above criteria, the results of which may be communicated to the Carrier in writing.
- 49.3 The Carrier undertakes to inform the Customer about the steps taken in the interest of sustainable development, updated annually, in order to facilitate the evaluation, and to provide the Customer with all the information and resources necessary for the evaluation. The Carrier also undertakes to take into account the recommendations following the assessments and to take the necessary steps to ensure compliance and / or improvement.

VI. CHAPTER – MISCELLANEOUS

50. Confidentiality

- 50.1 In the course of fulfilling the Agreement, the Parties may gain access to knowledge or information which is considered proprietary or confidential (hereinafter: "**Confidential Information**"). Confidential information shall comprise any fact, information, solution, or data related to the activities of either Party which, in the reasonable interests of the given Party, must be kept secret, as well as any information of such a nature that, if made public, would affect the general assessment or market position of either Party. Information in written form shall in all cases be considered Confidential Information.
- 50.2 The Parties shall treat all Confidential Information strictly confidential, shall use it exclusively to the extent necessary for the fulfilment of the Agreement, shall maintain the broadest and most complete security in connection with it in accordance with applicable laws, and shall commit themselves not to allow any information that is clearly so characterised to become public or to enable any third party to access it or use it without the prior express written consent – which shall precisely specify the affected information – of the other Party.
- 50.3 The confidentiality obligations apply to:
- (i) the provisions of the Contract;
 - (ii) the negotiations in relation to the Contract;
 - (iii) the execution of the Contract.
- 50.4 The confidentiality obligations do not apply in the following cases:
- (i) Confidential Information must be disclosed when so required by law, legitimate authorities, or courts, provided that the Party required to disclose the information has taken every possible legal measure to prevent such disclosure; furthermore, the disclosing Party shall notify the other Party of such a requirement and shall also do everything possible to reduce the scope of the disclosed information to a minimum.
 - (ii) The information becomes public knowledge through no fault of either Party;
 - (iii) The other Party gives prior duly signed written permission, to release the information. (Such permission shall not be withheld or delayed without reasonable cause.);
 - (iv) The Customer's obligation of confidentiality does not extend to the transfer of Confidential Information to the Veolia Group.
 - (v) The Customer may legally hand over the documents handed over in connection with the conclusion of the contract and the information contained therein to its lawyers and auditors, if they undertake the obligation of confidentiality in accordance with these GTC.
- 50.5 Either of the Parties may, with the prior written consent of the other Party, refer to the existence of the Agreement, including the names of the Parties, as a reference in tendering processes.
- 50.6 The obligation to confidentiality shall remain in force beyond the termination of the Agreement for any reason; therefore, all Parties shall remain bound by said obligation even after termination of the Agreement for any reason.
- 50.7 Said obligation to confidentiality shall also extend to persons acting in the name of or on behalf of either Party, and also to anyone who contributes in any manner to the preparation or fulfilment of the Agreement, noting that the Parties shall be liable exclusively to each other for the conduct of such persons.

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50.8 If either Party illicitly obtains Confidential Information or handles properly-obtained Confidential Information in a manner at variance with the above conditions, it shall be liable to the other Party for all damages of any type that may arise therefrom.

50.9 The provisions of this clause shall not affect the requirements of applicable law relating to the protection of trade secrets, nor shall they affect the enforcement of sanctions due to violations of rights under trade secrecy law.

51. Contact details, notices

51.1 Any formal communications between the Parties that are defined in the Agreement or which must be made on the basis thereof (hereinafter: "**Notices**") shall be sent in writing, and the receiving Party shall be notified in a manner defined in this clause. In the absence of differing provisions in the Special Terms and Conditions, only Notices made in the manner defined in this clause shall have legal force. Notices shall be regarded as delivered in the following cases and at the following times:

- (i) In the case of personal hand delivery, immediately on the day indicated on the acknowledgement of receipt (which receipt may be in the form of a copy of the delivered document which the receiving Party acknowledges via a signature thereon); or
- (ii) In the case of delivery via courier service, on the delivery day indicated on the courier service's standardised form; or
- (iii) In the case of delivery via registered letter, the delivery date indicated on the receipt of delivery that is returned to the sender, or, if the time of delivery cannot clearly be established by said receipt of delivery, the date on which said receipt of delivery is received by the sender.
- (iv) If the return receipt of a sent registered letter arrives back at the sender marked as "*not accepted*" or "*addressee no longer at this address*", then the provisions of applicable law, valid at the time of signature of the Special Terms and Conditions, shall apply.
- (v) Notices sent as e-mail messages shall be considered received when a receipt for delivery is received by the sender in a response e-mail message, or, in the absence of this, then when the e-mail message has demonstrably arrived in the recipient's inbox.
- (vi) If the receiving Party refuses delivery of Notices sent by any of the means described in subclauses (i)-(iv), then the Notice shall be considered as delivered on the day of such refusal.

51.2 The Carrier shall inform the Customer without delay of all relevant circumstances related to the performance of the carriage - especially if the Consignment has been damaged, if the delivery date is expected to be significantly exceeded, if the lack of packaging or handling information becomes apparent after taking over the Consignment or if it is not possible to deliver the Consignment. Verbal information (e.g. via telephone notification) must be confirmed in writing within 12 hours. The Carrier shall be liable for damages resulting from failure to notify. This includes that in order to deliver the Consignment, the Carrier is obliged to notify the Recipient immediately of the arrival of the Consignment.

51.3 Each Party shall immediately notify the other Party in writing of any changes to their designated contact persons, or to the details concerning the company that are maintained in the company registry and which are relevant to the fulfilment of the Agreement (including particularly the registered office's address, the authorised representative, liquidation proceedings, final liquidation, bankruptcy proceedings, commencement of forced strike-off proceedings, share capital reduction, etc.).

51.4 Each Party shall also notify the other Party if any other changes affecting the fulfilment of the present Agreement occur within their own company or one of their contributors (e.g., transfer of rights and

obligations, spinoff, merger, or acquisition), or, in case of Agreements signed in connection with public procurement procedures, if the applicable procurement law so requires. Any Party that fails to issue a proper Notice shall be liable for damages arising from such a failure.

- 51.5 The Appendix to the Special Terms and Conditions shall contain the names and contact details of the designated correspondents who shall act in the course of the fulfilment of the Agreement. The names, email addresses, and telephone numbers of the Parties' designated contact persons shall be handled exclusively for communication purposes with regard to the fulfilment of the Agreement, and for the purpose of fulfilling the Agreement, on the legal basis specified in Article 6, Paragraph (1), Clause f) of the GDPR. The Parties have satisfactory legal grounds to issue to each other their designated correspondents' contact information, as they are obliged to provide this information to each other. To fulfil the Agreement, the Parties have an essential need to maintain communications with each other; therefore, the Parties have a legitimate interest as data controllers to handle the data of the correspondents. Both Parties are required to provide a data privacy notice regarding the handling of the personal data of their designated correspondents. The Veolia Hungary group of companies' data privacy notice regarding the handling of the personal data of correspondents is available at <https://www.veolia.hu/en/data-provision>

52. Use of third-party contributors

- 52.1 Unless the Special Terms and Conditions specify otherwise, the Carrier shall be entitled to engage third parties of its own choice for the fulfilment of the Agreement (e.g. subcontractors) — (hereinafter: "**Contributor**") on condition that these Contributors shall accept the provisions of Chapter V of these General Terms and Conditions as binding upon themselves. The Customer shall be entitled to request written confirmation that every Contributor has accepted the provisions of Chapter V. If such verification is not provided, then the Customer shall be entitled to terminate the Agreement with immediate effect, and to claim a compensation penalty from the Carrier in the amount of 20% of the contract price.
- 52.2 The Carrier must verify the suitability of the Contributor (e.g. existence of requisite permits). For the performance of the Contributor, the Carrier shall be liable to the Customer as if it had performed itself.

53. Transfer of Rights and Obligations

- 53.1 The rights and obligations set out in the Agreement — with the exception of Clause 29 of the General Terms and Conditions — may not be transferred by either Party to any other person without the written consent of the other Party.
- 53.2 Such permission is not required in a case where such a transfer is made to a company within the Veolia Hungary family of companies as long as the Customer guarantees the appropriate ongoing fulfilment of the Agreement to the other Party, regardless of the form or nature of the transfer.

54. Rules in respect of carriage by road

- 54.1 The Parties declare that in performing the Contract they shall act in accordance with the provisions of the legislation on the trade and transport of waste, raw materials and finished products. The Customer declares that it shall only accept the performance if it had also been performed in accordance with the legal provisions concerning road transport.

54.2 Before the commencement of the transport activity, the Carrier is obliged to obtain the information on the Consignment from the Customer in full and to verify whether the given transport qualifies as EKÁER obliged according to the valid legal regulations. In case of EKÁER obligatory transport, the Carrier may only start the transport with a valid EKÁER number. If the EKÁER obligatory transport takes place without an EKÁER number, the Carrier undertakes to reimburse the Customer for the fine imposed on the Customer in connection with this and for other costs incurred in this regard. The Parties undertake to transmit to each other the data necessary for requesting the EKÁER number, and shall notify each other immediately of any changes in such data. The Carrier shall reimburse the fine imposed on the Customer because of incorrect provision of information attributable to the Carrier.

VII. CHAPTER – AMENDMENT, TERMINATION OF THE CONTRACT, DISPUTE RESOLUTION

55. *Amendment and termination of the Agreement*

- 55.1 The Agreement may be modified only in writing, by mutual consent. It shall be signed by the Parties' authorised representatives who have requisite signature authority.
- 55.2 The Contracting Parties undertake to renegotiate the Agreement in the event of any change in the law and to amend or conclude a new agreement accordingly.
- 55.3 The Parties agree that the Customer is also entitled to amend these GTC unilaterally by informing the Carrier in writing about the amended provisions 10 working days prior to their entry into force. If the Carrier does not accept the amended provisions, it may terminate the Contract within 10 working days following receipt of the notification. If the Customer is not notified in writing within this period, the Parties shall consider that the amended provisions have been accepted by the Carrier.
- 55.4 The Contract shall terminate:
- (i) Upon expiry of the time period defined in the Agreement (e.g. in the case of a framework agreement);
 - (ii) Upon full performance of all obligations under the Contract (e.g. Order, Individual Contract);
 - (iii) By ordinary notice of termination by the Customer or the Carrier, with 30 days' notice, with the exception of fixed-term contracts;
 - (iv) Upon termination with immediate effect by the Customer or the Carrier;
 - (v) By mutual agreement.
- 55.5 If either Party breaches its obligations under the Agreement, the other Party shall inform the Party in breach of its position in writing and propose consultations to clarify the matter.
- 55.6 Either Party may terminate the Contract with immediate effect, if:
- (i) The other party breaches a provision of the Contract and does not remedy its breach within 15 days of written notification or the breach of the contract is due to its nature, not suitable to be remedied;
 - (ii) The other Party breaches its obligations repeatedly or materially;
 - (iii) Any incident or circumstance should occur that, according to the specifications of the Agreement, imposes such legal effect;
 - (iv) Liquidation proceedings, final liquidation, or bankruptcy proceedings are initiated upon the other Party by judicial ruling;
 - (v) The other Party becomes partially or wholly incapable of performing the Contract.
- 55.7 The following shall – among other things – be considered a material breach of the Contract, if the other Party

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- (i) Is in 10 days delay in relation to any partial or end deadline for reasons attributable to such Party;
- (ii) Breaches its confidentiality obligations;
- (iii) Breaches the provisions of Chapter V.;
- (iv) Transfers rights or obligations without the consent of the other Party;
- (v) Makes a false representation;
- (vi) In the case of contracts concluded in the framework of public procurement procedures, breaches the provisions of the Public Procurement Act and other applicable laws or
- (vii) Any circumstance giving rise to the failure of the Contract occurs in accordance with these GTC.

56. Dispute resolution, applicable law

- 56.1 If a dispute arises in connection with the Agreement, the Parties shall first attempt to resolve it through negotiation. The Parties undertake that disputes arising during fulfilment (technical interpretation, etc.) shall not delay the completion of the work undertaken according to the Agreement and shall not give cause for Carrier to modify the deadline for completion.
- 56.2 If the dispute is not resolved within forty-five (45) days after written notice from one of the Parties to the other, then the Parties agree that only the courts named below shall have competence to resolve their disputes:
- (i) If the place of loading of the Consignment is in Baranya County, the District Court of Pécs or, depending on the value of the case, the Regional Court in Pécs,
 - (ii) If the place of loading of the Consignment is in Csongrád County, the District Court of Szeged or, depending on the value of the case, the Regional Court in Szeged,
 - (iii) If the place of loading of the Consignment is outside of Baranya or Csongrád County, the District Court of Budaörs or, depending on the value of the case, the Regional Court in Tatabánya.
- 56.3 Otherwise, the relevant provisions of the Civil Procedure Act in force from time to time shall apply.
- 56.4 Hungarian law is applicable to the Contract, the Civil Code and the relevant provisions of the CMR Convention shall apply in matters not regulated or not sufficiently regulated in the Contract.

The Customer, in compliance with clause 6:78. § (2) of the Civil Code explicitly draws the attention of the Carrier to the following points of the GTC that differ from the usual contractual practice or are considered important for other reasons: Chapter V, point 17, point 24, point 28, point 30.