

General Terms and Conditions

I. General – Scope of these Terms and Conditions

We enter into contracts only in consideration with the following General Terms and Conditions (GT&C). These are applicable to each prospective business relationship even if they are not expressed again.

We cannot accept any terms different from or opposing with these GT&C, except for the case when Látványos Egyéni Cég expressly approved them before entering into a contract. In this case the terms are applicable only to the given contract to which they were agreed upon. These GT&C are valid even if delivery to the Customer is performed without reservations, but being aware of the fact that the Customer's contract terms are opposing with or different from these GT&C.

II. Placing and offer and entering into a contract

By submitting an order the Customer places a proposal for entering into a contract with Látványos Egyéni Cég. When the Customer receives the order confirmation from Látványos Egyéni Cég a legally binding sales contract is established.

The invoice is issued to the Customer's name. Registration date is the date when the invoice was issued.

The contract also comes into existence even if the Customer specifies a shipping address different from invoice address. If the Customer acts upon the commission of a third party, the contract with this third party comes into existence only if the commission was submitted and Látványos Egyéni Cég expressly gave its consent to it. In each other cases the difference between invoice and shipping address shall be ignored.

Látványos Egyéni Cég reserves the right to refuse the order or terminate existent contracts immediately in case submitted printing materials are pornographic, violate the Constitution of the Republic of Hungary, or have a content offending the public order of the Republic of Hungary.

III. Prices and invoicing

Prices specified upon the confirmation of orders include packaging, transportation, excess postage, and sales tax defined by the law except when the confirmation allows drawing other conclusion.

These prices are valid assuming that order details of the Customer's offer remain unchanged after entering into the contract. The costs relating to further agreements made with the Customer after the confirmation of the order will be charged separately.

Delivery fee includes single shipping to the shipping address specified by the Customer.

IV. Shipping and delivery deadline

Shipping deadlines are applicable only to the land area of the Republic of Hungary. None of the specified shipping deadlines mean a fixed deadline. Fixed deadlines shall be expressly agreed upon with Látványos Egyéni Cég. The specified shipping dates apply to planned shippings.

Shipping period starts after sending the order confirmation - or in case of a credited transaction after Látványos Egyéni Cég receives the order confirmation signed by the Customer - on the day when every information and material needed for implementation is received by Látványos Egyéni Cég until 12 a.m. Shipping period shall be specified in workdays. Workdays are each day from Monday to Friday excluding holidays. If there is no agreement about preliminary delivery by Látványos Egyéni Cég, Látványos Egyéni Cég has in no ways liability to deliver before receiving the price of its services. Shipping period shall be considered being observed if goods leave the workshop before the shipping deadline, or goods are reported to be ready in case shipping by the Customer.

As long as Látványos Egyéni Cég cannot observe an agreed deadline the Customer shall provide an additional deadline in writing. If this additional deadline expires without any result, the Customer might either withdraw from the contract or claim for performance.

Látványos Egyéni Cég has no responsibility for any damages arising from incidental delay, or commitments made by the Customer to any third party, except when Látványos Egyéni Cég caused the damage deliberately or by gross negligence.

Látványos Egyéni Cég takes no responsibility for any delay in shipping or delivery - even if specified shipping deadlines are legally binding - in case it is caused by force majeure circumstances or such events that significantly interfere or make impossible shipping or delivery (including especially strikes or such circumstances when employees cannot enter into the workshop, incidental provisions of authorities, and other difficulties that are not foreseeable), and are outside the concerns of Látványos Egyéni Cég, and have provably remarkable influence on the preparation or delivery of products even if arose at the suppliers or contractors of Látványos Egyéni Cég. These circumstances entitle Látványos Egyéni Cég to extend the shipping or delivery period by a period corresponding to the incapacitation period, or to partially or in whole withdraw from the contract in relation to the defaulted provisions. In case performance of the contract becomes impossible considering the above mentioned circumstances, Látványos Egyéni Cég shall be relieved from its commitments of performance. Látványos Egyéni Cég shall immediately inform the Customer about these circumstances.

V. Risk of damage

The risk of the product's incidental ruination or impairment shall be transferred to the Customer when it is handled over the person entitled for shipping, or at least when the product leaves the workshop. This provision is valid regardless who bears the cost of shipping. In case the product is ready for shipping, and the shipping is delayed for a reason that is not attributable to Látványos Egyéni Cég, the risk of damage shall be taken by the Customer upon receiving the ready for shipping report.

Látványos Egyéni Cég insures the consignment upon the request and at the expense of the Customer.

VI. Printing specifications, requirement of examination

Látványos Egyéni Cég performs every printing assignment exclusively based on printing information received from the Customer. This information shall be handled over in such a format and with those specifications which are determined in Customer information. If the format or specifications are different, faultless printing cannot be guaranteed.

Before the conveyance of information the Customer is obliged to make sure whether provided information is capable for the prospective printing assignment. Látványos Egyéni Cég does not verify printing information. The risk of faults of printed products prepared based on wrong printing information shall be taken by the Customer.

Upon the expressed request of the Customer formats different from the Customer information also might be processed, if it is possible from a technical viewpoint. Látványos Egyéni Cég takes no responsibility for faults arising from transferring into the format mentioned in this paragraph, even if Látványos Egyéni Cég has undertaken this transfer. The Customer hereby declares taking all risks related to format changes.

If printing information are not handled over in CMYK mode, Látványos Egyéni Cég might transfer it. By transferring RGB information or ICC color profiles there might be color deviations due to the nature of transfer. The Customer takes the full responsibility for such color deviations. If the Customer handles over printing information different from CMYK mode, it expressly declares taking all the risks of transfer.

VII. Claims

Goods shall be examined immediately after receiving them. Apparent deficiencies of delivered goods shall be reported to Látványos Egyéni Cég in five (5) workdays after receiving. The above deadline is valid in case the claim was submitted in time for Látványos Egyéni Cég. The Customer shall submit the claim in writing by specifying the deficiency and warranty claim. Claims based on the ignorance of printing information requirements by the Customer could not be settled. This is especially applicable to printing assignments with RGB colors, too low resolution, or having non-embedded texts.

Slight color deviations shall not be considered as deficiencies. This also applies to color deviations printed by Látványos Egyéni Cég in the course of a former assignment.

The Customer shall accept the delivery of $\pm 10\%$ products as usual in commercial transactions, if it might be expected in an actual case. Delivered quantity shall be paid.

VIII. Implied warranty

In case delivered goods are deficient or do not conform with stipulated characteristics, Látványos Egyéni Cég at its own discretion replaces or repairs deficient goods besides the exclusion of the Customer's further warranty claims. If Látványos Egyéni Cég defaults on an additional deadline specified by itself without replacing the goods or eliminating the defect or repairs do not succeed, the Customer might withdraw from the contract or claim for price

reduction besides the exclusion of every further warranty claims. The Customer shall not withdraw from the contract due to negligible faults of the goods. Látványos Egyéni Cég shall provide equal warranty for replacements and repairs as original performances.

In case delivered goods are partly deficient, the Customer won't be entitled for claiming the whole delivery, except when such a significant fault occurs that causes lapse of interest regarding the acceptance of goods from the Customer's viewpoint. Lapse of interest shall be proved by the Customer.

According to Paragraphs 308 and 308/A of Act IV. of 1959 about Hungarian Civil Code the term of limitation of warranty claims is six (6) months (two (2) years for consumers) counted from delivery, or one (1) year (three (3) years for consumers) in case the Customer was impeded in making warranty claim due to excusable reasons.

IX. Indemnification

Látványos Egyéni Cég is responsible only for damages arising in the subject of delivery (direct damages). Látványos Egyéni Cég shall not be called to account for damages arising not in the subject of delivery itself (indirect damages), and especially for outstanding profits or damages occurred in the Customer's assets. Látványos Egyéni Cég shall always be called to account for damages arising from deliberate or gross negligent behavior.

If the responsibility of Látványos Egyéni Cég is excluded no responsibilities of its employees, contributors, associates, representatives and assistant performers might be determined.

X. Ownership, archiving, copyright

Printing materials created and utilized by Látványos Egyéni Cég remain in its ownership.

Digital data, materials needed for recycling and intermediate and final products will not be preserved and sent to the Customers by Látványos Egyéni Cég after the expiry of delivery term.

The products of Látványos Egyéni Cég are prepared only upon the content requirements of Customers and based on submitted printing information. Látványos Egyéni Cég has no influence on the content of printed products. The Customer warrants being entitled to using, assigning and publishing submitted information, especially texts and images. The Customer exclusively warrants for non-violating any third party's rights and that printed products do not violate any law of the Republic of Hungary. The Customer shall reimburse the damages of Látványos Egyéni Cég in case any claim is made for the violation of third parties' rights, especially copyrights due to the utilization of information provided by the Customer.

XI. Retention of title

Látványos Egyéni Cég reserves the right of ownership for delivered goods as long as liabilities arising from the applicable contract are not settled.

The Customer is entitled to resell bought goods in the standard course of business; at the same time the Customer hereby engages itself to assign every liabilities being entitled for due to the resale to its own customer to the extent of invoice total (including VAT) to Látványos Egyéni

Cég. In case of assignment the Customer is also entitled for enforcing the liabilities against its own customer based on the authorization received from Print24 Kft. In such cases authorizations issued by Látványos Egyéni Cég does not affect the rights of Print24 Kft. to enforce on its own the assigned liabilities against the debtor. However, Látványos Egyéni Cég engages itself not to enforce its liabilities in these cases until the Customer settles its payment obligations from its income, comes in no default in paying, especially does not file a petition to initiate a bankruptcy, or is not insolvent.

However, any of the above exists, Látványos Egyéni Cég might claim for the written assignment of liabilities the Customer is entitled for, ask the Customer to provide every information for enforcement, deliver necessary documents at its own expense, and notify the debtor about assignment. If the Customer defaults in paying, Látványos Egyéni Cég might withdraw the authorization for collection of assigned liabilities. Látványos Egyéni Cég engages itself to release securities being entitled to above the nominal value of the liabilities total by 20% upon the request of the Customer. The selection of securities to be released has to be made by Látványos Egyéni Cég.

If Látványos Egyéni Cég withdraws from the contract due to the infringement of the contract, especially because of default in payment by the Customer, the Customer shall handle over the products and pay 10% of the purchase price as indemnity to Látványos Egyéni Cég. Látványos Egyéni Cég is entitled to add this amount to the purchase price installment paid by the Customer, and is obliged to pay back the remaining amount to the Customer.

XII. Payment term, compensation, right of retention

Unless the order confirmation otherwise provides, payment of the gross total is due immediately after entering into the contract (reception of order confirmation).

Expenses of payment are charged to the Customer.

The Customer might deduct nothing but its non-controversial and legally binding liabilities. The Customer is entitled for this deduction only if liabilities to be deducted are based on the same contractual relationship.

XIII. Applicable law, jurisdiction, partial cancellation

In reference to these contract terms and conditions, and the whole legal relationship between the Seller and the Customer Hungarian law is applicable. For issues not regulated by these GT&C Act IV. of 1959 about Hungarian Civil Code is applicable.

The parties agree settling incidental legal disputes in relation to their contractual relationship by reconciliation. In case reconciliation fails, they assign the dispute to the jurisdiction of Pest Central District Court or the Court of Budapest depending upon the value of the subject of litigation.

In case any provision of these contract terms and conditions or other agreements proves to be invalid or becomes invalid, it does not affect the validity of other provisions.