

## General Terms and Conditions of Sipospack Ltd.

This copy is a translation. The legally valid original version has been written in Hungarian language, in line with the Hungarian legislation.

Unless Sipospack Ltd (hereinafter Supplier) and Buyer has otherwise agreed, Supplier is fulfilling orders according to the following terms and conditions:

**Quotation:** The Supplier will only provide a quotation if the Buyer provides the necessary information: specific product samples or product specifications (dimensions, materials, quantities, graphics - number of colors, logistical and other service requirements, the position of the product on the roll for rolled products). If this information is available, the Supplier will generally prepare the quotation within 2 working days. In the absence of final approved graphics, the Supplier's quotations are for informal purposes only and need to be refined after graphic approval. The Supplier will only consider special requirements if the Buyer communicates them in writing when requesting a quote (e.g., freezing, humid/wet usage environment, electrical conductivity, special printing, adhesive, load-bearing, and wear resistance requirements). Unless otherwise stated by the Supplier in the quotation, prices are understood to be without delivery (ex-works), without VAT, and without environmental product fees. Unless otherwise indicated by the Supplier, quotations are valid for 14 days.

**Orders:** The Supplier only accepts orders in written form (email, letter). The order must include all the information necessary for fulfillment (construction, dimensions, materials, graphics, quantity, logistics, direction of rolling), and the accepted price. The Supplier will only fulfill orders that refer to a valid quotation and comply with the Product Acceptance process. Post order modifications can cause the prolongation of the delivery time, as well as extra costs. The costs associated with post-order modifications are borne by the Buyer.

**Delivery Deadlines:** The deadline specified in the Supplier's confirmation. Specific minimum commitment deadlines require a separate agreement between the Parties. The Supplier only undertakes extraordinary production if it does not jeopardize compliance with technological limitations. For extraordinary fulfillment, the Supplier will examine and provide the relevant additional costs in the quotation. The Supplier will only commit to extraordinary production upon acceptance and payment of these costs by the Buyer.

**Digital Printing Service:** The Supplier can only incorporate graphics into the production plan that has been approved in writing by the Buyer, provided with dimensions and a running direction. The expected printing deadline will be determined by the Supplier after incorporating the approved graphics, no earlier than the next working day following their arrival. For new prints, the Supplier charges a graphic layout fee based on the current offer, with discounts for multiple graphics. Minimum order quantity for reels = 500m, for bags = 3.000 pieces. Minimum quantity for any graphic variations within the ordered quantity to be agreed separately.

**Approval for new / complex packaging designs:** Based on Buyer's request, Supplier may make a proposal for the raw material, design, size of the product packaging. Buyer is responsible for checking the suitability of such proposals for his own product, technology, storing and handling conditions etc. Having no control on these conditions, Supplier cannot take responsibility for the proposals. In reasonable cases, Supplier is asking Buyer to join the printing setup procedure, the test production for a personal consultation. If Buyer is refusing to participate, Buyer is taking full responsibility for the product design and outlook, Supplier cannot take guarantee for those qualities.

**Approval of printed products:** the Supplier only creates flexo cliché's or digital graphic layouts based on an approved imposition or signed proof by the Buyer. Approval must include dimensions and roll running direction. In justified cases (e.g., complex graphic elements, sensitive colors), Depending on the product, the Supplier may request the Buyer's presence for printing setup and the first print approval. If the Buyer does not comply with this request, they assume responsibility for the appearance of the print, and the Supplier will not accept related complaints. In case of digital printing from graphic material received from our partners, we offer 2 modification rounds for adjusting colour shades or texts. Further modifications are possible at the actual offer level of digital proof printing. We are also offering an option for test printing based on an individual quotation. Test prints will be sent to Buyers for approval by mail, and one signed copy must be returned before actual printing.

**Manufacturing of clichés and production tools:** The Supplier invoices the cost of clichés and tools separately to the Buyer. The Supplier will only bear these cost if a separate agreement is made with the Buyer. The clichés/tools which are paid by the Buyer belong to the Buyer. The Supplier stores and maintains the cliché's and tools at its own expense. The Supplier reserves the right to destroy clichés and tools owned by the Buyer that have not been used for more than two years without prior written notice and after the expiration of the removal deadline given by the Buyer.

**Minimum Graphics Requirements:** The Supplier accepts graphic files in CMYK color format in files with appropriate quality. Images should be at least 300 dpi resolution in .jpg, .tiff, or .psd formats. For vector files and technical drawings: .ai, .pdf, or .eps file format. The Supplier accepts fonts in editable or outlined form in the graphics. Bleeds should be designed with a minimum of 2mm. Please indicate white underprints in the graphics. Detailed requests are based on Supplier's graphic guidelines, provided to the Buyer upon request.

**Graphic Design, Preparation, and Sample Services:** The Supplier provides case-by-case quotations for custom graphic design, 3D visualization, sample production, and digital print testing. The fee for custom graphic design includes two rounds of modifications after the initial concept. Any additional revisions will be subject to an additional hourly fee by the Supplier. The sample production fee does not include shipping costs and is the responsibility of the Buyer.

Revision of Supplied Graphics, Structural Design: The Supplier provides an hourly rate quotation plus VAT for revising supplied graphics and structural design.

Processing of Ready Graphic Files, Prepress: The Supplier always provides a layout fee, with discounts available for multiple graphics sent together. The layout fee applies to the processing of graphics sent in one batch, and an additional fee is charged for resending modified graphics.

**Intellectual Property and Content Rights:** The Supplier does not verify the content of text, images, or messages. The responsibility for the content and legality lies with the Buyer.

**Goods Receipt, Storage, Handling, Warranty:** The Supplier notifies the Buyer of the completion of goods. The Buyer picks up the goods at the Supplier's premises on the next working day between 8-15 hours. Ownership of the goods is transferred to the Buyer upon delivery. The Supplier undertakes warehousing and consignment only with a separate written agreement. If the Buyer fails to pick up the goods, the Supplier will store the ordered goods for an additional 30 days, invoicing the Buyer for storage, credit, and handling costs. If the Buyer still does not arrange for the goods to be transported after 30 days, the Supplier will invoice the Buyer for the goods along with accumulated storage, credit, and handling costs and subsequently dispose of the goods.

If the Supplier is the logistics coordinator, the Buyer ensures that the transport vehicle organized by the Supplier is unloaded within two hours of arrival. For waiting times exceeding two hours, the Supplier passes on the parking costs to the Buyer as specified by the carrier.

**Product Packaging, Pallets, Packaging Materials:** The Supplier's quotation includes the cost of one-way packaging materials. Reusable packaging materials (e.g., Euro pallets) are invoiced separately by the Supplier. Pallet exchange services are only provided by the Supplier with a separate written agreement.

**Quantity Tolerances:** Due to technological reasons, the Supplier accepts orders above 100kg with a tolerance of +/-10% and orders below 100kg with a tolerance of +/-10kg and invoices accordingly. Supplier cannot guarantee any quantity tolerances below 30kg per graphics. The Buyer can request precise quantities against 10% surcharge. In general, billing is based on weight.

**Quality Deviations:** The Supplier accepts quality complaints within 6 months from the delivery of the goods. Information required for complaints includes product identification (inside the cores for rolled products, otherwise on the pallet sheets), a precise and documented description of the defect, samples, and the quantity of defective products. The Buyer should keep defective products separated until they are investigated. The Buyer returns unusable products to the Supplier as soon as possible. The Supplier will investigate the case as soon as possible and propose a solution for correcting the defect or compensation.

**Subcontracting, Production from Supplied Materials:** The Supplier cannot provide quality guarantee for materials brought by our partners for converting.

**Trial Production:** For materials, structures, and constructions that are new or unfamiliar to the Supplier, with specific requirements specified by the Buyer (by sending specifications), the Supplier recommends test production. Quality guarantees are only provided for productions following successful test production.

**Delivery damages:** The Supplier only accepts claims for delivery and handling damages if the Supplier has organized the transport, and if the Customer specifically indicates the damages on the delivery note upon receipt of the goods, documents them with photos taken on the transport vehicle, has the damage report signed by the carrier, and immediately informs the Supplier. For discrepancies not visible upon inspection, the Supplier accepts claims within 6 months from the handover of the goods if the Customer immediately notifies the Supplier after discovering the defect. The Supplier then initiates the claim investigation according to its own operating regulations.

**Financing:** The Supplier works with credit rating. Open delivery financing is possible up to the valid internal credit limit. Conditions for obtaining the credit limit: favorable credit assessment based on market and public financial information, positive payment experiences. If the customer has payment arrears, the supplier may refuse to hand over the goods.

**Late payment:** In case of payment delay, the Supplier withdraws the late Customer's credit limit, charges interest for late payment according to the Civil Code, and takes action according to its internal regulations.

**Force Majeure:** An event that the Supplier cannot influence and which encumbers or unreasonably complicates the fulfillment of the contract. In the case of Force Majeure, the Supplier is not responsible for its consequences, and all its obligations are suspended.

**Other provisions:** The Supplier treats obtained information confidentially. If any provision of these General Terms and Conditions contradicts any specific condition written in the order confirmation, the latter shall apply. In cases not listed in this document, the Supplier acts according to the rules of the Hungarian Civil Code.

Gyula Sipos m.d.