

GENERAL CONTRACT CONDITIONS

For Cargo Transport

1. The present contract conditions shall be applicable to all contracts which arise between the Cargo Transporter and Multiszint Kereskedelmi és Szolgáltató Kft. (hereinafter: MULTISZINT KFT. H-1201 Budapest, Attila utca 62.), and qualify as cargo transport activity under Hungarian law.

1.1. The Cargo Transporter may be the contracting party, which:

- Is the sender and/or the addressee of the consignment, as well as the payer of the cargo transport fee, or
- Only the payer of the cargo transport fee.

In the case of occasional assignments the Cargo Transporter shall have at least a fee payer status. Under the General Contract the Cargo Transporter may, at its own expense and on its own behalf, transfer the cargo transport order to a third party specified in the contract.

1.2. Where the provisions of law listed in Section 1.4 describe the cargo transporter, sender, addressee, or acceptor, the Cargo Transporter as specified in the GCC shall be understood.

The GCC applies the designation Cargo Transporter uniformly to every fee payer, the sender as well as the addressee. Therefore, if the contracting party is not the sender and/or the addressee of cargo transport assignment, then its 1st obligation is to fulfil, in accordance with the GCC, the duties of the sender and/or the addressee of the third party involved in the cargo transport.

1.3. In the case of cargo transport or delivery obstruction MULTISZINT KFT always requests subsequent instruction from the cargo transporter. The fulfilment obligation of giving subsequent instruction in accordance with provisions of law as well as the consequences thereof shall be borne by the Cargo Transporter.

1.4. MULTISZINT KFT fulfils cargo transport within Hungary in accordance with the provisions of MT Decree No 2/1981. (I. 31.) on Highway Cargo Transport Contracts, as well as the present General Contract Conditions (hereinafter: GCC), while international cargo transport in accordance with the provisions of CMR and the present General Contract Conditions.

1.5. MULTISZINT KFT shall only conclude contracts for cargo transport activities based on the GCC. The General Contract may differ from the provisions of the present GCC, in case of a conflict in the two texts the provision of the General Contract shall prevail over the GCC.

1.6. "Consignment" shall mean the aggregate of all goods that MULTISZINT KFT receives for cargo transport, and which it transports to a specified address, for a specified time and date, with one transport according to one waybill.

1.7. MULTISZINT KFT shall be entitled to transfer the cargo transport assignment to a cargo transporter subcontractor selected by it. In the case of the transfer of the cargo transport to a subcontractor, the subcontractor shall be independently liable for the transport.

2. Ordering the cargo transport, assigning the cargo vehicle, acceptance of goods:

2.1. The Cargo Transporter may only submit occasional cargo transport orders to MULTISZINT KFT in writing. In the case of a General Contract, the contract shall include the rules of cargo transport ordering.

2.2. If the Cargo Transporter delays the assigned cargo vehicle of MULTISZINT KFT in excess of 30 minutes in the case of a task within Hungary, MULTISZINT KFT shall be entitled to continue to wait, and charge its applicable fees. In the case of international cargo transport, there is a 24 hour free of charge vehicle assignment and wait.

2.3. If the Cargo Transporter deems the assigned cargo vehicle unsuitable for cargo transport, then the reason cited by it shall be described in the waybill, or an official record shall be taken. The cargo vehicle driver shall be entitled to express his opposing opinion in writing. In every case the signatures of the Cargo Transporter and the cargo vehicle driver are necessary. If the fact stated does not contradict the contents of the cargo vehicle parameters described in the cargo transport assignment, and if it is unacceptable according to law, or according to the standards of cargo transport, then MULTISZINT KFT shall charge its expenses.

2.4. The Cargo Transporter undertakes that it shall prepare the consignment to be dispatched by it in a way suitable for highway transport, and it shall be suitable for moving manually or by machinery. The loading of the consignment shall be the responsibility of the Sender. If the Cargo Transporter loads more cargo than the allowed load weight, and it does not indicate this fact in the waybill, then deception shall be presumed, and it shall be liable for all consequences and expenses arising therefrom.

2.5. The Cargo Transporter shall be obligated to package the pieces of the consignment in a way that the consignment will not only be protected from external impacts originating from transport, but also in a way that theft (illegal dispossession) of the consignment will only be possible by the visible and non-reproducible opening of the packaging.

2.6. At the time of the handover of the consignment the Cargo Transporter shall make a written declaration regarding fragile items or those that require special handling. The

Cargo Transporter accepts that if it fails to make the above declaration, all arising damage originating from this situation shall be the Cargo Transporter's liability.

2.7. The Cargo Transporter may only send a consignment based on a General Contract, to which ADR is applicable, as well as any other consignment in the case of which provisions of law mandate the supply of accompanying personnel. It shall not place a consignment prohibited from transport on the cargo vehicle, it shall be liable for all damage and expenses originating from the violation of this.

2.8. It shall be the responsibility of the Cargo Transporter to provide the conditions for the acceptance of the transport that is suitable for the immediate inspection of the consignment's externally undamaged state as well as the quantity thereof.

2.9. If at the acceptance of the consignment it is evident that the consignment is damaged, MULTISZINT KFT shall only accept the consignment upon a written instruction dated with the identical data as the waybill, and referencing the serial number thereof, and at the liability of the Cargo Transporter, if that does not conflict in any way with any of the provisions of law listed in Section 1.4 (e.g. endangers the health of persons).

2.10. MULTISZINT KFT shall not accept for transport any consignment that is incomplete in comparison with the quantity of goods indicated on the dispatch document, the sender shall be obligated to remedy the shortfall.

3. Fulfilment of the assignment:

3.1. MULTISZINT KFT may perform the cargo transport activity by itself, as a transport company, and it may use the services of another transport company. In this case MULTISZINT KFT shall be liable for the activity of the cargo transporter selected by it as a transport company.

3.2. In the case of cargo transport or delivery obstruction MULTISZINT KFT always requests subsequent instruction from the Cargo Transporter. The Cargo Transporter shall be liable for the timely provision of the subsequent instruction, and its suitable content from the aspect of the reasonable elimination of the obstruction.

3.3. MULTISZINT KFT shall be liable for missing the transport deadline according to the rules of the Civil Code and the CMR treaty. For the enforcement of its interest related to the keeping of the transport deadline the Cargo Transporter shall make an interest declaration as specified by law. In the case of cargo transport subject to the CMR treaty, the cargo transport deadline shall be determined while taking the provisions of Regulation (EC) No 561/2006 (AETR) into consideration.

4. Handover of the consignment:

4.1. In the case of a handover obstruction MULTISZINT KFT always requests subsequent instruction from the Cargo Transporter. The Cargo Transporter shall be liable for the timely provision of the subsequent instruction, and its suitable content from the aspect of the reasonable elimination of the obstruction.

4.2. Handover shall occur according to the same unit of quantity as the acceptance.

4.3. At the time of handover the Cargo Transporter shall be obligated to inspect the consignment. If it detects a shortage or damage, a damage report shall be issued by it immediately, signed by the cargo vehicle driver. The cargo vehicle driver shall be entitled to record his comments in the report. The report is part of the complaint directed at MULTISZINT KFT. A complaint for enforcement of damage with a subsequent damage report may only be submitted in accordance with the provisions of law listed in Section 1.4.

4.4. MULTISZINT KFT does not accept any complaint regarding quantity unit shortage based on a subsequent damage report.

4.5. A claim against MULTISZINT KFT may only be submitted within 3 days of acceptance, and only if the shortage or damage was impossible to detect at the acceptance. In such cases the burden of proving the liability of MULTISZINT KFT shall be borne by the Cargo Transporter. If the Cargo Transporter proceeds in a way divergent from this, its failure shall be none-appealable.

5. The responsibility of MULTISZINT KFT:

5.1. MULTISZINT KFT reserves the right to inspect the contents of any consignment, in justified cases and after consulting with the Cargo Transporter, in the presence of the Cargo Transporter, and to refuse the transport thereof.

5.2. MULTISZINT KFT shall not be held liable for damages caused by VIS MAJOR.

5.3. MULTISZINT KFT shall not transport the following goods: cash, gold, jewelry, gems, consignments in a condition not suitable for transport.

5.4. If the liability of MULTISZINT KFT can be established and the claimant is an entity seated in Hungary, the provisions of the Civil Code shall be applicable to liability.

5.5. In the case of any kind of complaint against MULTISZINT KFT, MULTISZINT KFT may request a certification related to the current value of the consignment and expenses from the Cargo Transporter.

5.6. MULTISZINT KFT shall be obligated to store unclaimed consignments for 30 days at the most. After the expiry of the safeguarding period MULTISZINT KFT may sell the unclaimed consignment, but it shall be obligated to notify the Cargo

Transporter in this regard. After the payment to the Cargo Transporter of the sum remaining after the deduction of fees and expenses related to transport, storage and the sale, MULTISZINT KFT shall be released from under all liability connected to the transport and storage of the consignment.

5.7. As a result of the characteristics of international goods transport activities MULTISZINT KFT can forward the original documents certifying fulfilment to the Client within 30 days at the latest. MULTISZINT KFT shall disregard any stipulation in conflict with this, MULTISZINT KFT shall not be held liable for any fines originating from this.

6. Company data/Notification of change of data

6.1. Any change to the data indicated on the data request sheet shall be reported by email or fax (email: logistik@multiszint.hu; fax: +36 1 421 0065).

6.2. In the case of failure to report a change of data, the Client shall be liable for undelivered documents.

6.3. Invoices and documents certifying fulfilment mailed to the address specified in the data request sheet shall be considered delivered after 10 days calculated from their dispatch even in cases where the letter is returned to sender with “addressee not found” notification, if the company has moved, or the letter was received by a party not authorized for representation.

7. Payment conditions

7.1. In the case of bank transfer the Cargo Transporter shall be obligated to pay the amount on the invoice issued by MULTISZINT KFT increased by VAT, as well as all taxes, fees, duties calculated based on prevailing regulations, on the due date of the invoice at the latest.

7.2. In the case of late payment MULTISZINT KFT shall charge an annual 20 % commercial interest, which it shall indicate toward the Cargo Transporter in its yearend balance statement. MULTISZINT KFT shall charge the EUR 40 flat collection expense, for other costs incurred in the course of collection.

7.3. MULTISZINT KFT shall charge the EUR 40 flat collection expense according to the following:

7.3.1. Our system automatically sends the invoice on the day of its issuance

7.3.2. Our system automatically sends the payment reminder on the day after the expiry of the payment deadline

7.3.3. Our system automatically sends a demand for payment letter after 15 days calculated from the payment reminder

7.4. If the Client has not paid its debt until the forwarding of the demand for payment letter, we will send a notification regarding the **EUR 40 flat collection expense**, which the Client will receive in email as well as postal mail.

8. Applicable law

8.1. Hungarian law shall be applicable to the cargo transport contracts of Multiszint Kft.

8.2. The parties shall primarily attempt to settle their disputes arising in the course of the present contract amicably, by way of negotiations.

8.3. If the parties are unable to agree on a specific dispute, then for the settlement of the dispute arising from the present contract or in connection therewith, from a breach, termination thereof, in connection with the validity or interpretation thereof, the parties subject themselves to the exclusive decision of the Court of Arbitration of Budapest organized by the Hungarian Chamber of Commerce and Industry, with the stipulation that the Court of Arbitration shall proceed in accordance with its own procedural rules.

8.4. Any possible invalidity or unenforceability of any provision of the present General Contract Conditions shall not affect the other provision of the present General Contract Conditions.

8.5. The present GCC shall be posted and is to be reviewed at the company seat of Multiszint Kft and on the <http://www.multiszint.hu/> homepage, furthermore upon request the staff of Multiszint Kft will forward it in email.