

CaryAll Hungary Kft. GENERAL TERMS AND CONDITIONS

Valid from: 01.07.2021
Updated: 01.02.2022

Scope

This General Terms and Conditions – hereinafter GTC – contains the general terms and conditions of the relationship between the Service Provider (CarryAll Hungary Kft.) and the Customer. The language of the original contract is Hungarian.

These contract terms are valid for all of the agreements, which are made by CarryAll Hungary (8200, Veszprém, Lőszergyári út 6., Hungary) as the Service Provider and its Customers. The mentioned conditions could be ignored in the case only, if the Service Provider and the Customer agreed in the differences explicitly.

This service contract come into existence between the Service Provider and the Customer, if:

- the Customer and the Service Provider make a contract, or
- the order of the Customer is confirmed by a written acknowledgment of the Service Provider
- the Service Provider make a written offer, which is confirmed in writing by the Customer

If the Service Provider makes a different statement, that is qualified as a new offer, which has to be accepted by the Customer for creating the contract.

If the Service Provider makes an offer, the time of the offer restrictions is 30 calendar days and if the offer is not accepted by the Customer in writing, no contract will be concluded between the parties.

If the Customer makes a statement of acceptance with a different content on the Service Provider's offer, the statement is considered as a new order, so the contract is concluded in this case only with the written confirmation of the Service Provider.

We reserve the right to change the content of the GTC in whole or in part at any time. The amendment come into effect, when the new contract is released.

In matters not regulated in the GTC, the relevant Hungarian legislation and official regulations in force at any time, as well as the directions of the Civil Code are to be followed.

1. Purpose and scope of the GTC

The purpose of these GTC is to comply with the CLIX of 2012 on postal services. ("Posta tv. law") determines the postal service provided by the Service Provider that does not replace the universal postal service and „Posta tv. law” the general terms and conditions of other parcel transport not covered by this Agreement, as well as the rights and obligations related to the collection, processing, forwarding and delivery and delivery of consignments to the consignee.

The scope of these GTC applies to domestic services (delivery of consignments picked up by the Service Provider at the Hungarian address or handed over to the Service Provider in Hungary, delivered at the Hungarian destination address).

The CarryAll service also includes an intermediary service (subcontracting performance).

2. Data of the Service Provider

Name: CarryAll Hungary Kft.

Headquarters: 8200 Veszprém, Lőszergyári út 6.

Company registration number: 19-09-520541

Tax number: 14603462-2-19

e-mail address: info@carryall.hu

Phone number: +36-1-255-2710

3. Concepts used in the GTC

- **Address:** the clearly identifiable geographical location of delivery / pickup of the order or package marked with postcode, street name, house number, floor, door, topographical number, GPS coordinate, is essential.
- **Consignee:** the natural person or legal entity or other organization who or which is indicated as the consignee of the shipment, is a label with the name on the packaging or on the list attached to it, or the Consignee's data contains the order, which was placed by the customer, or the person, or company, to whom the Service Provider's delivery staff must deliver the shipment.
- **Package:** A piece of a shipment that can be moved as a separate unit and has a separate label on it. If a consignment consists several packages, the labels have to list the number of the packages and the serial number of the single package of the consignment, which meets the conditions specified in clause 6 of these GTC.
- **Packaging:** The cover that ensures the integrity of the package or shipment, which can be made of paper, metal, wood, plastic, or a combination of these. Its purpose is to protect the goods and the environment from other physical and chemical influences.
- **Combined packaging:** Packaging that secures packages into a unit, which can be shrink wrap, paper box, strap, wooden box, plastic box, pallet, etc.
- **Unit load generating device:** A device for storing, moving and packing packages
- **Consignor:** in the case of using the services of the Service Provider, the individual, legal entity or other organization from or from which the Service Provider's delivery staff physically picks up the consignment or whom the customer designates as the consignor on the required delivery documents or consignment, if the Sender is different from the person of the customer.
- **Pick-up location:** the room or place designated by the Sender for the purpose of picking up the consignment.
- **Delivery:** the activity performed by the service provider during which the consignment is delivered from the service provider or under its supervision to the person entitled to receive it. Placing the sent parcels by the Service Provider in a safe place for the consignee or other authorized recipient.
- **Place of delivery:** the room or place designated by the Principal for the delivery of the consignment and available to the consignee
- **Contributor / Subcontractor:** an economic organization used by the service provider for the collection, handling, transport and delivery of consignments under contract. (hereinafter referred to as Contributor or Subcontractor)
- **Consignment:** A consignment is a package corresponding to the weight and size limits included in these GTC - addressed on the consignment, its packaging or the accompanying list (bill of lading and other accompanying documents) and contains the data enabling delivery, or all such bundle of packages.
- **Principal:** The natural person, legal entity or other organization that gives an order to the Service Provider to provide services on the basis of these GTC and the Service Provider accepts it. In certain cases specified in these GTC, the Customer may also be the consignee of the Consignment (disposition of the consignment, submission of a complaint, enforcement of a claim for damages).
- **Tracking:** a technology used by the Service Provider that allows the status of shipments to be tracked in a timely manner. Provides information about the physical location of shipments, the date associated with the status, and the fact of successful or unsuccessful delivery.
- **Volume:** The physical volume of a package or shipment expressed in cubic meters. The volume calculation is based on the floorspace and height.

- **Weight:** The physical weight of the package or shipment in kilograms
- **Dangerous goods:** and any substance or product which poses an acute danger to the operation of transport is considered to be dangerous goods.

4. Obligations of the Sender

Obligation of the Sender to notify of changes in data

The Sender is obliged to inform the Service Provider immediately of any significant data changes in writing, if:

- a) there is a change in the name and address of the Sender;
- b) the Sender's place of collection has changed;
- c) the Sender's bank account number has changed
- d) the company form of the Sender has changed, or
- e) there has been a change in the person authorized to represent (register) the Sender.
- f) the Service Provider shall not be liable for the consequences arising from the omission or late execution of the notification. In the absence of such notification, in the event of a change in the data, the service provider's measures taken in connection therewith shall be deemed to have been fulfilled.

5. Services of Carryall Hungary Kft.

According to the individual service contract between CarryAll and the Client, the Service Provider undertakes to arrange the delivery and deliver to the consignee specified by the Customer, against payment of a pre-determined fee based on the data provided by the Customer ("Service").

The Service Provider undertakes to fulfill the following service activities by accepting this GTC and the specific contract terms:

- g) transportation of goods; delivery of goods
- h) warehousing of goods, temporary storage
- i) organising of custom or group consignments (pick up goods, warehousing, collecting transportation, delivery, document recruitment, status tracking, cash on delivery);
- j) ensuring traceability of shipment
- k) making, handling, signing delivery note and shipping documents
- l) handling customs with contributor
- m) installation activity (assembly, disassembly, installation)
- n) wrapping
- o) goods handling operations: repackaging, placing on a unit load forming device, placing in collective packaging, removing packaging, weighting and dimensioning, etc.

Use of contributors

During its activities, the Service Provider is entitled to use contributors in order to perform the Services, the Service Provider may also participate in the parcel delivery as an intermediary. The Service Provider usually performs its services with the participation of its current partners and collaborators under the conditions set forth in these GTC.

Contractual performance

If the Service Provider perform his service within due date, which was specified in the service type, so he attempts or fulfill the delivery in time to the recipient at the specified address, it is qualified as contractual performance. It is also considered as Contractual performance, if the delivery fails within the agreed deadline for reasons not attributable to the Service Provider (eg the Recipient is not at the given address;

or the address and / or other data provided by the Sender is incorrect, incomplete; shipment does not comply with the conditions of these GTC).

Delivery attempt failed

If the first attempt at delivery fails - unless otherwise specified - the second attempt at delivery is in some cases part of the basic service. If the reason for the first delivery attempt is incorrect addressing or other circumstances that can be corrected by the Sender, the Service Provider will call the Sender for correction, therefore he may invoice a separate fee.

6. The Package and Shipment

Delivery

A consignment is a package conforming to the weight and size limits included in these GTC – has an address on its packaging or on the accompanying list (delivery note and other accompanying documents) and containing the data enabling delivery, or all such packages ("Consignment").

A consignment may consist goods placed on a unit load device or goods without unit load device.

Weight and size limits

During each order, the Sender is obliged to provide the Service Provider with the exact weight and dimensions of the consignment or package(s) that are the subject of the order.

The Client is obliged to ensure that the shipment sent by him complies with the following weight and size limits

The general rules on weight and size limits are as follows:

- a) The weight of a package must not exceed 100 kg.
- b) The weight of a consignment must not exceed 1000 kg.
- c) The longest side of a package must not exceed 400 cm and its height must not exceed 200 cm.
- d) The volume of a consignment must not exceed 15m³.
- e) Considering the points of the cargo overhang regulated by the „Rules of the Road“ is a must! If the dimensions of the load exceed the limits allowed for the load to overhang, the package must be treated as an oversized package!

The Service Provider calculates the load capacity of the delivery vehicles based on the weight and size data provided by the Sender. In all cases, the Service Provider and its contracted contributors and partners are entitled to check the dimensions and measure the weight of the consignments, which is the basis for the settlement and the freight charge. The Customer accepts this by handing over the shipment.

The Customer is solely responsible for the correctness of the data in the order, the correct packaging (see packaging instructions) and for proper labeling and preparation of documents. If the sent packages do not meet the above conditions and they are still dispatched, the Service Provider may demand an additional fee / surcharge calculated from the correct data in addition to the delivery fee, or return the shipment to the Sender, claiming the delivery fee and surcharge.

If the data provided by the Sender does not meet the reality and thus the calculation of the vehicle load of the Service Provider or its subcontractor proves to be incorrect, the Service Provider is entitled to cancel the transport task and is entitled to pass on the full amount of the fine to the Sender.

Deviations from the above weight and size limits are only possible under the individual contractual conditions between the Customer and the Service Provider!

Wrapping

To ensure proper packaging is the duty and responsibility of the Sender in all cases.

The consignments are / may be placed in the Service Provider's warehouses or in the cargo of the vehicles together with other products, therefore consignments that are not suitable for such storage and transport can not be transported.

The following conditions must be met for the packaging of consignments:

- a) Only a sealed package can be posted, the possibility of accessing the internal contents of the package (without any signs of external damage) is not allowed.
- b) Consignments must be packed according to their characteristics, nature, shape and weight of the contents in such a way that the casing of the consignment protects the internal contents (paper, foil, wooden crate, plastic box, etc.), the internal contents cannot be damaged itself and cannot cause injury in loads, persons or devices loaded in the vehicles.
- c) The outer packaging must not impede the readability and handling of the accompanying documents, labels and delivery notes. Mixed packaging is not recommended, as it is difficult to collect it selectively.
- d) The use of the "Fragile" label is mandatory and does not release the customer from the required packaging appropriate to the nature of the package.
- e) The inner packaging must protect the consignment from external influences and keep the consignment fixed. It has to prevent the package from moving, and from possible damage caused by the current weather effects (cold, warm, humidity, rain during delivery).
- f) Orientation arrows should be used for relevant products (eg refrigerators, stoves, boilers, etc.)
- g) The delivery note or order ID (eg QR code, barcode "Package ID") must be placed on the packaging of the consignment. In the case of a consignment consisting of several pieces (several packages), the Package ID must be placed on each separately packaged piece, so that each piece of the consignment can be identified independently, thus ensuring delivery.
- h) Given that the packaging is intended to protect the consignment, the service provider is not responsible for any damage to the packaging.

The Sender is responsible for any damage caused by the contents of the sent items.

It is the Customer's responsibility to remove all previous package labels, stickers and other information from any reusable packaging or to make them clearly distinguishable from the label placed on the boxes of the current order. The Customer shall be responsible for any errors, incorrect or late delivery resulting from this obligation.

Consignments, which are prohibited and excluded from transport

During the services by the Service Provider, the delivery of the following items as a package or part of a consignment are excluded, unless otherwise agreed between the Customer and the Service Provider:

- a) consignments which do not comply with points 6,
- b) packages, their content, transmission or design violate the directions of the law or needs a special permit, such as (but not only) tobacco products, excisable products; or any goods the transport or import of which is prohibited under the legislation of the country of destination or which needs a special license (import or export license),
- c) biological substances, in particular human or animal remains, body parts, organs; live or dead animals, any living plant, organism (including seeds, trees, seedlings)
- d) cash, transferable items, prepaid cards, credit cards, debit cards, other devices providing remote access to an account, securities.
- e) articles of exceptional (high) value (eg works of art, antiques, jewellery and watches, precious stones, noble metals, including items and jewellery made therefrom)
- f) weapons and ammunition

- g) pornographic materials
- h) spoilable goods, goods subject to temperature control (ie all things which have a limited shelf life and which deteriorate or decompose rapidly in a short period of time without special treatment) - the carriage of goods of this nature is possible only by special agreement and under contractual conditions.
- i) furs and animal skins, leather goods
- j) dangerous goods, goods covered by Regulation (EC) No 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH - Regulation) or the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR Regulation), in particular: explosives, gases , flammable substances, self-reactive substances, self-igniting substances, polymerisation substances, substances which, in contact with water, emit flammable gases, flammable (oxidizing) substances, organic peroxides, toxic substances, infectious substances, radioactive substances, corrosive substances and other miscellaneous materials and objects.

The transport of dangerous goods is possible only under individual contractual conditions between the Costumer and the Service Provider!

Due to the fact that the Service Provider or its contributor receives sealed, packaged items from the Sender, the Service Provider has no obligation to inspect the items excluded from the Service.

Responsibility

The Sender is responsible for the accuracy and completeness of the data indicated on the Shipments.

The Sender warrants that the packages posted for delivery in accordance with these GTC comply with the requirements in this clause 6 and have been prepared in a safe place by the Sender or an authorized person. The Sender warrants, that the packages were protected from unauthorized access, while delivering them to the Service Provider. The Service Provider will accept Shipment for delivery in accordance with these GTC.

The Costumer is fully responsible for compliance with the rules for excluded items. The Costumer shall be responsible according to the general rules of civil law for any damage caused to other goods, persons or property resulting from any non-compliance with the rules for excluded items. The Costumer may not transfer this liability or the liability for damages incurred during the delivery of the products excluded from the delivery to the Service Provider. If the Shipper nevertheless submits an excluded article, it does so solely at its own risk, and the Client is fully responsible for any damages caused and fines imposed by the authorities on the basis of the excluded articles.

7. Establishment, modification and termination of the legal relationship

The conclusion of the service contract

The legal relationship between the Service Provider and the Costumer for the Services according to the GTC or individually negotiated with the Costumer is established by accepting the Costumer's order and / or accepting the Consignment by the Service Provider or its subcontractor. By submitting the order and / or sending the Shipment, the Costumer acknowledges that he knows and accepts the General Terms and Conditions of the Service Provider.

Rejection of the contract

The Service Provider is entitled to unilaterally refuse to conclude the service contract, especially, but not exclusively, in cases where the performance of the contract would violate the law or harm or endanger human life, health or physical integrity and / or the environment.

If, after concluding the contract, the Service Provider becomes aware of a reason or circumstance due to which the Service Provider is entitled or obliged to refuse to perform the service, it shall notify the Sender and arrange to return the shipment to a safe place according to these GTC.

Reasons for not performing the Service

The Service Provider is entitled to refuse to pick up, transport or move the consignment by hand if:

- a) service is not permitted by the circumstances or the location
- b) b) services involves a risk to the safety of work and property,
- c) there is a distance of more than 25 meters between the place of destination and the nearest car park accessible by the vehicle,
- d) access to the address by moving the consignment by hand is not possible due to road conditions or is considered risky for reasons of work or property protection.
- e) in the case of movement within the home, the approach to the destination is accidental or risky for any other reason.
- f) the consignment, when packed, cannot fit in a doorway or cannot be moved inside the home,

In the case of transport by stairs, the service may be refused if the stairs:

- a) dangerous for accidents (eg no handrail, step surface, step height deviates from standard; stair surface is slippery, etc.),
- b) due to its characteristics (narrow; no turning possibility with the consignment in hand; for turning the package would have to be raised above waist height, etc.) or
- c) unsuitable for safe transport for other reasons.

If the above circumstances exist at the delivery address, the delivery is considered completed even if the consignment cannot be delivered to the given room due to the details mentioned above.

Undeliverable shipments

A consignment that cannot be delivered to the consignee (or other authorized recipient) for a reason outside the Service Provider is considered as undeliverable.

Unaccepted consignments by the Recipient or for other reasons in the Service Provider's warehouse remaining consignments shall be stored by the Service Provider for a maximum of 7 days.

The Service Provider is obliged to return the undeliverable consignment to the Sender. Based on the individual agreement concluded with the Sender, the Service Provider may refuse to perform the return until the costs of the return are reimbursed, so the Service Provider may withhold the consignment until the costs are paid.

Refusal and Suspension of Service

If the Service Provider becomes aware that a Shipment does not comply with the requirements of clause 6 above, the Service Provider may refuse to deliver the Shipment in question (or the Shipment of which it is a part of) or if the delivery is already in progress, the Service Provider may suspend the delivery and withhold the Shipment in accordance with the Sender 's instructions.

The Service Provider may suspend the delivery even if the attempt to deliver fails, if the consignee refuses to accept, if it is unable to complete the delivery due to incorrect addressing (after trying to find the correct address in all expected ways), or if the correct address is located in another locality and not in what is on the Consignment.

If the Service Provider is entitled to suspend the delivery of the Shipment, he also has the right to return the package to the Sender.

The Sender is obliged to pay the Service Provider for any reasonable costs and expenses (including storage) incurred by the Service Provider, as well as for any losses, taxes that may be incurred by the Service Provider and all claims against the Service Provider, resulting from (i) the shipment not complying with any of the requirements set out in clause 6 above, or (ii) the Service Provider refusing or suspending the delivery or returning the Shipment (or part of it) in the manner permitted by this clause, or (iii) the Sender does not comply with these GTC. In case of returning the Shipment (or a part of it), the Sender is also obliged to bear all fees and costs incurred in accordance with the applicable commercial tariff of the Service Provider.

Termination of the service contract

The Service Agreement terminates upon performance of the undertaken Service. The service contract is also terminated if there is a reason for refusing the contract or the consignment is deemed undeliverable and the Service Provider has returned the consignment to the Sender, or if the Consignment cannot be returned to the Sender and / or the Sender do not want the consignment to be returned and its destruction is permitted or the fees and costs of the Service and return will not be reimbursed by the Sender.

8. Other Services

At the choice of the Sender, he can choose from the following services for a separate fee or according to the agreement with the Service Provider:

Cash on delivery

Cash on delivery is possible if the Customer gives a regular, written or electronic order for it. The maximum value that can be collected per package / shipment is HUF 500,000.

The cash on delivery fee is always subject to an individual agreement between the Service Provider and the Customer.

Cash on delivery payment options: cash and credit card.

The service provider regularly transfers the settlement of cash on delivery to the bank account previously provided by the Customer.

Wrapping removal

The removal of packaging material can be used as an additional service, according to a specific agreement. The Service Provider undertakes to professionally transport and properly dispose of the packaging materials of paper, metal, wood and water-clean packaging film left in a condition suitable for transport, separated from municipal waste.

The packaging delivery service should not be confused with garbage disposal. The service provider only delivers tidy, separated, non-disgusting packaging!

Removal of used equipment

Disposal of used equipment can be arranged according to a specific agreement. The concept of used equipment is governed by separate contractual terms.

The Service Provider undertakes to professionally transport and properly dispose of old equipment in a condition suitable for transport, provided that it fits through the narrowest door of the building and their transport is not dangerous to health, the environment or traffic.

The service provider may refuse to remove disgusting equipment!

Installation service

At the special request of the Customer, the delivered product is installed and assembled by the Service Provider. The duration of delivery and installation service may differ in time. The installation service is regulated by a separate individual contract.

Transport using loading staff

During transport with loading personnel, the Service Provider unloads the consignment at the address provided on the delivery note, in a room behind a lockable door specified by the Customer. In order to avoid any damage that may occur during the unloading, the conditions for safe loading at the destination must be met (e.g. (there is sufficient space in the stairway to the destination, the destination can be reached without accident, etc.)

9. Payment of fees and invoicing

Fee calculation

In the case of an ad hoc order, the current service fee must be paid within 5 days of the service. In the case of an individual agreement, the conditions are set in that agreement.

The amount of the fee depends on the weight and size of the Shipment. If there is a data discrepancy (difference between the measurement of the Customer and the Service Provider), the data established by the Service Provider is the standard. In all cases, the Service Provider uses a certified device to determine the weight and volume.

The Service Provider calculates the delivery fees considering the higher of the actual weight and volume.

The fees of the service do not include the costs related to the transfer in case of cash on delivery (eg transaction fee) or the surcharge services, which the Customer is obliged to pay.

Delay

If there is a late payment, the Customer shall pay the flat-rate costs and all legal and other costs incurred in collecting the debt. In case of late payment, the Service Provider reserves the right to retrospectively withdraw any discounts according to a written individual agreement. Late payment is a breach of contract and may result in immediate interruption or suspension of the Service.

Compensation, withholding and lien

The Service Provider is entitled to set off its homogeneous and overdue claims against the Customer's claims and is entitled to enforce a right of retention and a lien in accordance with the applicable legislation in force at any time. The Service Provider is entitled to enforce a lien even if his legitimate and expired claims do not arise from the delivery of the given packages, but from the delivery of previous consignments.

Learning about negative events

The Service Provider reserves the right to check the legal and economic background of the Contracting Client, especially on the basis of publicly available databases and to initiate a negative event (especially, but not exclusively, bankruptcy, liquidation, liquidation, legal supervision and other enforcement proceedings, tax number). cancel or suspend, refuse to conclude the contract if it becomes aware of it.

If the Service Provider becomes aware of negative events related to the economic, financial and legal operation of the Customer after the contract already concluded with the Customer, he is entitled to suspend the services and terminate the contract with appropriate justification indicating the given negative event.

Customer's warranty

The Customer (the Sender) is obliged to reimburse all damages, losses and costs incurred by the Service Provider, which result from the Sender's non-compliance with the applicable laws and other relevant directions and if it violates the guarantees undertaken in these GTC.

In particular, the Sender guarantees to the Service Provider the following:

- a) all information provided to the Service Provider is authentic, accurate and complete;
- b) the Consignment complies with the requirements of clause 6 of these GTC and is suitable for delivery;
- c) the Consignment has been assembled by the Sender or the employee or agent of the Sender in a safe place controlled by it and the consignment has been protected from unauthorized interference during its assembly, packaging, storage and delivery to the Service Provider or its subcontractor;
- d) the customs, import and export rules, data protection rules, sanctions, embargoes and relevant laws and regulations governing the Consignment have been complied with;
- e) the Sender has appropriate approvals for the personal data required for delivery and delivery to the Service Provider - in particular the data of the Recipient, such as e-mail address or mobile phone number.

10. Responsibility

Enforcement of a claim

The Service Provider shall provide compensation for the benefit of the Costumer for each consignment, in case of damages attributable to it - in case of injuries resulting from improper handling, partial or complete loss or destruction of the consignment. The fee for automatic shipment insurance is included in the freight rate, which the Costumer is obliged to pay. The insurance only covers damages, replacement or repair value incurred in the property of the right holder, the liability of the Service Provider does not cover consequential damages and lost property benefits.

Recognizable damage or incompleteness of the consignment must be indicated immediately on the transport or delivery note upon receipt of the consignment by the consignee. Failure to do so will result in forfeiture of legal rights.

In the event of a hidden defect, i.e. if the damage or incompleteness of the consignment cannot be recognized upon receipt, the Service Provider will be responsible only if the Costumer reports it within 10 days in writing and the damage can be proven to have occurred because of the Service Provider.

In the event of damage, the Principal is obliged to provide the Service Provider with all necessary information (especially: the level of the damage, the value of the goods), and is obliged to ensure that expert examination of the damage is possible. During the settlement of claims, the Costumer and the Service Provider are obliged to cooperate in order to settle the claim. Based on the nature of the claim, the Service Provider or the insurer of the supplier partners may request additional documents, if it is necessary to prove the amount of the claim. Failure to provide these documents excludes the liability of the Service Provider.

In case of exceeding the undertaken delivery deadline, the Service Provider shall reimburse the damage resulting from the delay certified by invoices or other documents, the maximum amount of which is the amount of the given service fee.

The Service Provider shall examine the claim reported in due time within 8 days after the notification of the Costumer in writin. In case of total or partial rejection of the request, the Service Provider shall notify the Costumer in writing of the reasons for the rejection. The Service Provider shall arrange for the payment of the amount of damage deemed justified (against an invoice in case of repairs) within 15 calendar days from the assessment. One claim can be enforced per consignment, the settlement and closing of which means a complete and final settlement of the damage for the given consignment.

Insurance

In case of insurance included in the basic price of the domestic service, the sum insured corresponds to the purchase, replacement or repair value, so the Service Provider's general liability for damages may not exceed HUF 100,000 in the absence of a separate agreement.

The Principal has the right to take out additional insurance.

Limitation of Liability

The Service Provider is not responsible for any damage caused during the services if:

- a) it comes from unavoidable causes outside its scope;
- b) in cases of force majeure: acts of war, sabotage, insurrection, bombing or other emergency, elemental disaster, fire, cessation of work, epidemic and related legal restrictions and action taken by bodies authorized under national defense law, in accordance with the directions of point 11;
- c) if the consignment is not packaged in accordance with the internal contents;
- d) if the damage was caused by the internal feature of the consignment, an unnoticeable defect in the packaging or insufficient addressing;

- e) if the consignor has not made a prior declaration in the case of a consignment requiring special treatment;
- f) if the consignment contains goods which, either by their nature or by their fastening or packaging, have damaged, damaged or destroyed other products in the package.

The Service Provider shall not be liable for indirect damages or lost profits (for example, lost profits, loss of business opportunities or lost income resulting from loss of use, damage or delay of a shipment or package). The Service Provider is also not liable for the loss of the packaging or only for the damage caused to the packaging or pallets.

11. VIS MAIOR

Force majeure means any event or circumstance which causes damage to one of the parties in connection with the performance of the Contract and which is beyond the control of the other party and is unforeseeable for him or her, and cannot be expected to avoid or eliminate such event or circumstance.

Cases of force majeure include, but are not limited to, natural disasters (earthquakes, fires, epidemics, droughts, frost damage, floods, windstorms, lightning, etc.) and certain political and social events (eg war, revolution, insurrection, sabotage, import ban on one product).

Neither party to the contract shall be held liable for non-performance of the contractual obligations in the event of force majeure.

If the force majeure does not cease within 15 (fifteen) days from its occurrence, either party may, with the simultaneous notification of the other party, terminate the Contract without the other party being able to claim damages.

12. Complaint handling

A complaint is a statement in which the complainant claims that the service provided by the Service Provider does not comply in part or in full with the directions of the law or these General Terms and Conditions.

In the complaint, the Customer shall provide a description of the infringed activity or omission based on the information known to it, and shall provide the documents related to the complaint and available to it. The Customer may also state its expectations regarding the legal remedy it considers acceptable in the complaint.

A report or signal made by the Customer in connection with a damage event, as well as the enforcement of a claim for compensation, shall be considered a complaint.

Complaints can be reported orally, by phone, e-mail or in person at the Service Provider's premises during opening hours.

Complaints related to the consignment may be filed within 6 months from the date of dispatch, in case of infringed activity within 30 days from becoming aware of it, but no later than within 6 months after the implementation of the activity.

Handling complaints

The Service Provider investigates the Customer's complaints free of charge, within a simple, transparent and non-discriminatory procedure. In accordance with § 57 (8). Complaints are handled in accordance with the Posta Act and the 1997 CLV on Consumer Protection. ("Fvtv.").

Based on the complaint, the Service Provider conducts an investigation within 30 days of its receipt, which can be extended once by thirty days with the simultaneous notification of the complainant.

The Service Provider is obliged to deal with the complaint immediately, but no later than within 30 days from the receipt of the complaint, and to inform the Customer of the result. The time taken to deal with a complaint may be extended once by thirty days, provided that the complainant is notified at the same time.

The Service Provider shall keep a record of the complaint, which it shall keep for 5 (five) years from the date of receipt of the complaint.

In the event of a rejection of a complaint, the reason for the rejection must be explained.

The Service Provider may ignore a repeated complaint made by the same complainant with the same content as the content of the previous, substantially answered complaint, as well as a consumer complaint made by an unidentifiable person.

If the Customer's complaint is rejected by the Seller, the Fvtv. may initiate a conciliation body procedure to settle a consumer dispute in accordance with the provisions of

Contact details of the Veszprém Conciliation Board: Veszprém, Radnóti Miklós tér 1, 8200; e-mail address: info@bekeltetesveszprem.hu; phone: + 36-88-814-121.

13. Data management, confidentiality

Data handling

See Privacy Statement.

Confidentiality

The Service Provider undertakes to treat all other facts, data and information that do not qualify as personal data in its possession as confidential, not to share, publish or make them available to unauthorized persons.

By accepting these GTC, the Customer undertakes to keep confidential all data, facts and information in its possession in connection with the service contract. In the event of a breach of this directions, the Service Provider is willing to take all civil, criminal or administrative steps against the Client in order to enforce its claims.

14. Final provisions

Application of GTC and deviation from GTC

The Service Provider reserves the right to unilaterally amend these General Terms and Conditions at any time without prior notice (especially if justified by a change in the Service Provider's operating method or a change in the legal environment), and to inform the Customers about the fact of the amendment by publishing it on the website and by e-mail. The valid GTC applies in all cases to the Contract concluded between the Service Provider and the Customer.

The Service Provider and the Customer may deviate from the directions of these General Terms and Conditions in a separate - written - agreement in individual cases.

Governing Law

In matters not regulated in these GTC, the provisions of the Civil Code and the relevant Hungarian and international legal acts shall prevail.

Disputes

In the event of a dispute related to the service contract, the parties shall try to settle the dispute amicably and reach a common agreement, in case of failure the County Court of Veszprém (8200 Veszprém, Bajcsy-Zsilinszky u. 11, Hungary) is exclusively competent.

Date: Veszprém, 01.06.2021.

Updated: Veszprém 01.02.2022.