

General Terms and Conditions

1. CONTRACTING PARTNER, SCOPE OF APPLICATION

1.1. The present General Terms and Conditions (hereinafter: GTC) – unless otherwise agreed -shall be applicable to all sales and deliveries and all agreements to be concluded between ANDA Present Ltd. (hereinafter the 'Supplier') and distributors, business partners (further called the 'Customer') as well (hereinafter referred to as 'the Parties'). Parties agree that the GTC shall apply to electronic sales through the Website and Webshop operated by the Supplier as well as to personal and e-mail sales.

1.2. Supplier's Data

Company name (short form): ANDA Present Ltd.

Registration: 1995

Registered and postal address: H-1087 Budapest, Könyves Kálmán Blvd. 48-52.

Executive Director: András Attila

Registration number: 01-09-276783

Company Registry Court: Company Registry Court of Budapest - Capital Regional Court

Tax ID: 12084230-2-42

Telephone: +36 1 210 0758

E-mail: info@andapresent.hu

1.3. The GTC enters into force on 10 October 2018, applies to all Customers to whom Supplier sells goods, respectively provide services. Any terms and conditions used by the Customer do not apply. These are expressly rejected.

1.4. GTC applies to all commercial services abroad provided by the Supplier. Special provisions on the market are regulated separately by the GTC.

1.5. The Customer states that the provisions of the GTC have been understood, acknowledged and expressly accepted after reading it.

1.6. The Supplier reserves the right to unilaterally modify the GTC, which is expressly accepted by the Customer. The Supplier also ensures that the GTC in force is continuously available on the Supplier's Website (www.andapresent.hu, www.andapresent.com). The GTC always includes the date of entry into force.

2. PROVISIONS CONCERNING USE

2.1. The Customer acknowledges that the Webshop is a website defined and operated by the Supplier. A significant part of the Supplier's Webshop services is accessible to all users without registration, however some services are subject to registration which is entitled to anyone under the provisions of the GTC.

- 2.2.** The Supplier shall not be liable for any errors resulting from the unsuitable operation or malfunction of the telephone network, computer system, servers or server providers, computer equipment, software, email or the Internet.
- 2.3.** The Customer acknowledges that the texts, articles, descriptions, images, photos, other contents and forms (further called: Contents) appearing on the Website are copyrighted items owned by the Supplier or may only be used and used by the Supplier.
- 2.4.** The Customer acknowledges and agrees that the Contents may only be used, processed and processed by on the basis of a prior written permission of the Supplier, with the exact mention of the name of the copyright owner and the address of the Website. Forwarding, posting, and otherwise using these Contents is solely allowed for the Supplier's Distributor Partners, for their own marketing activities for resale or the purpose of resale.
- 2.5.** The Customer acknowledges that the Contents, as well as any or all of the GTC, may not be copied, transferred, modified, electronically stored or distributed. Usage without reference to the source is considered to be an illegal use and is also an infringement.
- 2.6.** The Supplier is the sole owner of www.andapresent.hu and www.andapresent.com Websites on which the Webshop operates.
- 2.7.** The Customer acknowledges that the Webshop and the Website may only be used at their own risk. The Supplier shall not be responsible for any material or non-material damages suffered by the Customer during the use of the Website or the Webshop with the exception of criminal offences committed intentionally or through gross negligence, and liability for life, physical integrity, health-damaging breach of contract. The Customer also acknowledges that if during the use of the Website acts unlawfully or gives rise to suspicion, the Supplier must cooperate with the acting authorities in order to detect possible infringements.
- 2.8.** During the operation of the Webshop the Supplier shall comply with the applicable Hungarian legislations. Inasmuch using the Webshop conflicts the law of the Customer's own state, the Supplier shall not be liable for the damage suffered by the Customer.

3. CONTRACT INFORMATIONS

- 3.1.** Provisions in the GTC apply to all contracts concluded by the Parties. GTC is an inseparable attachment of the contracts which the Customer accepts unconditionally. Under the terms of the contracts the Supplier transfers the ownership of the Products or Services (hereinafter: Products or goods) to the Customer in return for payment. Supplier declares that as a legitimate distributor it is entitled to sell the Products to the Customer through sale. Supplier furthermore declares that the goods are not owned by a third party, unencumbered, free of lawsuit and any obligation.
- 3.2.** Features of the Products in the catalogue are only informative, actual features can be found in the Webshop.
- 3.3.** Customer accepts that on the Website, the data and photos about the goods are only illustrations from which the actual Product may differ in colour, size or detail. Supplier pay

particular attention updating the Product details on the Website and reserves the right to modify these data at the same time.

3.4. The Supplier is also entitled to contract for goods that are not yet owned by the Supplier at the time of the conclusion of the contract.

3.5. The language of the contract is Hungarian, from which the Supplier may deviate on foreign markets. The Parties primarily communicate in writing. Parties agree that they have the right to make legal declarations solely in writing, statements made verbally and by telephone are not considered as legal declarations.

3.6. Parties conclude contracts electronically or through the Webshop, which can be obtained after the approval of the written registration request submitted through the customer service.

3.7. The subject of the contract is a variety of Goods and Services that can be bought for a purchase price. The purchase price shown in the Webshop is the net price, as per the currency has been set previously. The final amount of the purchase - gross price - can be seen when the order is finalized.

3.8. The purchase price includes the cost of the packaging, the Supplier does not charge any additional fees for this. If the size of the package reaches the pallet size the Supplier also provides the EUR pallet for delivery free of charge.

3.9. The Customer acknowledges that the Supplier does not provide delivery services, only uses transport partner companies and courier services (hereinafter referred to as „Shipping Partner”) to deliver orders.

3.10. The Supplier only assumes responsibility for the transmission of the ordered product to the Shipping Partner.

3.11. The Customer accepts that the Supplier is entitled to change the purchase price at any time in the Webshop.

3.12. The Supplier is not entitled to change the purchase price if it has already been acknowledged in writing by the Customer - however, the Supplier may stipulate the validity period of the offer.

4. WITHDRAWAL, PAYMENT

4.1. The Customer has the right to withdraw from the contract within 14 days of the dispatch date with a minimum 100 EUR value. Customer explicitly acknowledges and accepts that in this case he has to return the ordered product to the Supplier in full quantity and original condition at his own expense. The Customer is obliged to reimburse the transport and handling costs incurred by the Supplier. Inasmuch the Order - returned to the Supplier - is in an incomplete or damaged condition, the Supplier shall not be required to take that over.

4.2. Goods return can be requested by email at export@andapresent.com or directly at sales representative by providing the following information:

- Order number (BR**/*****)
- Article code and quantity to be returned

- Brief explanation of return request
- 4.3.** For the returned Order the Customer shall also enclose the Shipping Note. The Supplier takes back canceled Orders only during opening hours at its premises located in Harbor Park (Anda Present Ltd. Harbor Park H-1225 Budapest, Campona st. 1. „DC6” bldg.).
- 4.4.** The Supplier does not take over returns sent with cash on delivery.
- 4.5.** Products return cannot be requested for:
- Printed and made-to-order goods
 - Products sold within “BIG SALE” stock clearance programme
 - Textile products
- 4.6.** Goods return will be only accepted following a confirmation of our sales representative. Supplier reserves the right to decline goods return request.
- 4.7.** Accepted return goods are subjective to a 20% handling charge of the invoiced amount. Additionally, related transport cost will be invoiced to the buyer.
- 4.8.** Supplier may withdraw from the contract until the Product is delivered if - especially but not exclusively - the Supplier’s supplier partners were unable to provide the ordered Products. The Supplier shall not be obliged to justify the reason for the withdrawal. If the Customer has already paid the purchase price, the Supplier will repay it to him or her. The Customer expressly acknowledges and accepts that during performance of the contract, before or after that, the Supplier may not be obliged to pay penalty, unless the Parties agreed on this in a special agreement.
- 4.9.** To certificate the payment the Supplier shall send an electronic invoice after the Order has been dispatched. After the adoption of the GTC the Customer contributes to get an electronic invoice provided by the Supplier. To cancel this contribution, Customer shall send a written declaration to the Supplier. Proform invoice is only sent to Customer who doesn’t pay in cash.
- 4.10.** On receipt of the Product the Supplier shall issue a paper invoice to Customer for proof of cash purchase.
- 4.11.** If the Customer does not submit a reasoned written complaint regarding to the amount of the invoice within 8 days of the date of issue of the invoice, it shall be considered as approved.
- 4.12.** Parties agree that if there is any change in the Customer’s contractual data between the conclusion of the Contract and the receipt of the Product, the Customer shall promptly inform the Supplier in writing (by email, by reference to the order number).
- 4.13.** The Supplier has the right to cancel the Orders and withdraw from the Contracts which cause suspicion of particular business risk or its appearance. Special business risk is - explicitly, but not exclusively – an Order by a legal entity customer under bankruptcy, winding-up or liquidation.

5. REGISTRATION, ORDERING

5.1. Contracts are concluded through the Webshop as described in this section. Parties hereby agree that, in case of contracting through the Webshop, the Supplier is bounded by its offer in accordance with paragraph (1) section 6:64.§ of the Hungarian Civil Code.

Contracting is only possible with registration, through a registration application submitted to the sales representative. Except from company data, e-mail and primary shipping address, Customer may change or modify his or her registration data at any time until the Order is placed. In case of a new delivery address - other than the primary shipping address given at registration -, the Customer must contact the sales representative before placing the Order. Customer can collect the Products he or she wants to purchase in the shopping cart at the customer basket and then finalize it after checking the contents of the basket (hereinafter: Order).

5.2. To process the Order, the Customer is required to provide all the information requested by the Supplier.

5.3. By registering on the Webshop, the Customer declares that he or she has acknowledged and accepted the conditions of this General Terms and Conditions and the Privacy Policy published on the Website. The Customer is entitled to cancel the registration, which can be done by a written request sent to the sales representative.

5.4. The Customer is obliged to provide and update all of his or her data in real terms. The Customer is responsible for any additional costs or damages incurred by the Supplier as a result of Customer's erroneous data.

5.5. Customer may specify the shipping mode (hereinafter: Shipping Mode) during placing the order.

5.6. The Supplier confirms the received Order electronically within 1 business day to the Customer's e-mail address.

5.7. The Order is considered to be an electronically concluded contract which is governed by Act V of on the Civil Code of 2013, and Electronic Commerce Services and CVIII of 2001 on certain aspects of information society services.

5.8. The Supplier assigns the Contracts with a unique identification number (hereinafter: Order Number), and then records it on that basis. The Order Number can be found on the Shipping Note and on the Account. Customer agrees to identify Orders on the basis of the Order Number used by the Supplier in subsequent communications.

5.9. The Customer is obliged to provide all the information specified in the GTC for ordering the Products and to identify the Products to be ordered by e-mail or in person. The Supplier shall confirm the Customer's order within 1 business day in electronic form. If the Customer has not provided all the information required for the order in full, the Supplier is entitled to request the Customer to make a replacement within 24 hours. The Customer acknowledges that the Supplier is not required to accept the Customer's order, especially if the required data is not available for the deadline.

5.10. If the Customer becomes aware of the fact that an unauthorized third party has been granted access to the information provided during the registration, he or she must promptly report it to the Supplier.

6. TRADE REGULATIONS

6.1. The Supplier may set a minimum order quantity for each Product. In case of printing service, information about the minimum order quantity is available on the sales price list (hereinafter referred to as "Price List") on the Website or at the Sales Representative.

6.2. Current delivery fees and restrictions for foreign countries are also included in the Export Price List. Delivery is carried out by a Shipping Partner. The shipping fee can also be found on the order confirmation.

6.3. Present GTC shall be applicable together with the "International Commercial Terms" ("Incoterms") published by the International Chamber of Commerce in their latest redrafting provided that in the confirmation of the Order, respectively in the binding offer, the Supplier refers to one of the concerned Incoterms (for e.g. by means of the clauses "DAP", "ex works"etc.).

6.4. The Supplier may charge individual charges for any requirements other than standard packaging. The Order submitted by the Customer forms a load and has an individual order number. The Customer expressly acknowledges and agrees that the Supplier can not merge separate orders placed at different times.

6.5. If the Customer places his or her Order by 11:00, the Supplier undertakes to transfer the order to the Shipping Partner on the same day, if the ordered product is fully stocked and does not include a printing service. If the order arrives to the Supplier after the time mentioned above, up until 16:30, the transfer will take place on the next business day.

6.6. If the ordered product is not in stock or contains a printing service, the Supplier's sales representative will provide information about the delivery deadline.

6.7. The Order can be taken over personally at the Supplier's warehouse (Anda Present Ltd. Harbor Park H-1225 Budapest, Campona st. 1., bldg. „DC6”, hereinafter: Harbor Park). Harbor Park is open on business days from 10:00 to 16:00.

6.8. In the case of personal receipt of Products, Supplier provides the following documents with the Products issued: CMR, delivery note, invoice.

6.9. The Customer accepts that he or she must submit a cash payment claim in advance. In the case of personal receipt, it is only possible to pay in the currency specified at the time of registration or when ordering. The Supplier can not accept credit card payments.

6.10. The Customer expressly acknowledges and agrees that the Supplier is in contact with Atradius Credit Insurance to establish business risk assessment. The Supplier is not obliged to perform the Order of the Customer considered riskful by the credit insurer. Therefore, the Customer acknowledges and accepts that if the credit insurer considers the company to be risky, the Supplier may refuse to execute the Orders. The Customer expressly acknowledges and accepts that if the credit insurer considers his or her business to be insolvent, the

Supplier may limit the payment options. The Supplier's sales representative provides information about the valuation of the credit insurer.

6.11. Payment may also be made via bank transfer, and conditions about it are provided by the sales representative.

6.12. In the case of delivery by Shipping Partner, payment shall be made by bank transfer only, cash on delivery is not allowed.

6.13. In the case of delivery on the Customer's own shipping code, the Supplier shall not charge a delivery fee.

6.14. The Customer expressly acknowledges and agrees that deferred payment may be restricted by the Supplier. Payment conditions are provided by the sales representative.

6.15. Customer has the opportunity for ordering a product sample. The cost of the product sample is the current purchase price. Customer expressly acknowledges and accepts that the Supplier can not provide a free product sample in the absence of any other commercial agreement. Product sample can only be requested from the products in stock, of which availability information can be found on the Webshop. The sales representative provides information about the shipping cost of the product sample.

6.16. The Customer acknowledges and agrees that the Supplier issues an electronic invoice.

6.17. The Customer acknowledges that in the event that the payment method is a "bank transfer prior to receipt", ie transfer after the payment of a deposit, the Supplier is only obliged to deliver it if the Supplier's bank account has been credited.

6.18. The Customer acknowledges that the Supplier's ownership of the Products is maintained by the Supplier until the full payment of the purchase price.

6.19. In case of ordering at the Webshop the Supplier may offer special discounts, details are provided by the sales representative.

6.20. In case of reordering, the Supplier may offer discounts as well, details are provided by the sales representative.

7. PRODUCT PRINTING, EMBLEM, LOGO AND GRAPHIC DESIGN

7.1. When ordering through the Webshop, Customer can make online visual design. Supplier makes the Product on the basis of the visual design, after its finalization by the Customer. The Supplier does not send confirmation about the finalized visual design.

7.2. In the case of printing its own products, the Supplier produces a unique demo graphic design (hereinafter: Design Plan) for Customer's request. The Graphic Design shows how will the Customer's ordered print service appear on the ordered Product.

7.3. The Customer accepts that the Design Plan may only be requested by the Supplier's own product and solely for the purpose of purchase. The Supplier is not obliged to make a Design Plan for a foreign product.

7.4. The Design Plan meets customer requirements and compliance with technology standards. Making the first Design Plan and also the first change of it is free of charge. For

additional requests, the Supplier charges a graphic fee about which the sales representative provides information.

7.5. The first Design Plan is prepared by the Supplier within 1 business day from the order, but it is also possible to accelerate it (12 and 2 hours) for which the Supplier may charge a graphic fee.

7.6. In order to create a Design Plan and print service, the Supplier needs the following graphic materials, per technology:

- pad print: vector graphic logo (AI, EPS, PDF, CDR format)
- screen printing: vector graphic logo (AI, EPS, PDF, CDR format)
- transfer printing: vector graphic logo (AI, EPS, PDF, CDR format)
- engraving: vector graphic logo (AI, EPS, PDF, CDR format)
- ceramic printing: vector graphic logo (AI, EPS, PDF, CDR format)
- embroidery: vector graphic logo (AI, EPS, PDF, CDR format)
- digital printing procedures: vector graphic logo (AI, EPS, PDF, CDR format)
- or high resolution image file (at least 300DPI)

7.7. If the Customer is unable to provide the exact and scaled graphic material described in Section 7.6, the Supplier may charge a graphic fee for drawing or editing the logo or emblem. The sales representative provides information about the costs and deadlines. The graphic material with graphic fee is transmitted by the Supplier in electronic format to the Customer for later use.

7.8. The Supplier charges technical costs for some printing services. The technical cost includes the setup fee of the current machine, the required printing forms and cliches, and the film cost. The Customer expressly acknowledges and accepts that printing forms, screens, clichés and films – unless otherwise agreed - remain the property of the Supplier and are stored by the Supplier up to 2 years. These can be re-used for reorders within the 2-year deadline with the additional repeat order technical cost.

7.9. Printing Services are made on the basis of the Customer approved Design Plan. The Customer therefore acknowledges and accepts that printing is carried out on the basis of the Graphic Plan sent electronically.

7.10. The color, size, and placement on the Design Plan is for informational purposes only. The Supplier intends to illustrate the final outcome of the printing process, but this can be affected by real circumstances. Customer acknowledges that color, size, and placement on the Design Plan may be modified up to 10% during production.

7.11. It is possible to produce a sample before the full Order quantity is printed. Two copies of each sample are made, one is for the Customer, the other is for the warehouse. When the sample is accepted, the printing will be based on the sample left in the warehouse. The sample sent to the Customer is part of the total quantity ordered. For the preparation of the sample, the Supplier shall charge a sample preparation fee concerning which the Printing Tariff List or the sales representative provides information. In the case of sample preparation, the Supplier undertakes to produce the total ordered quantity in color, size and placement according to the accepted sample.

7.12. Customer may request a photo when printing the first piece of the Order. Supplier captures the first printed product and sends it to the Customer via email. The Customer acknowledges that after the photo was taken the production is resumed, the Supplier does not expect Customer's feedback. Photographing is free of charge.

7.13. To print the Product, Supplier must remove the Product from its original packaging. Some packaging materials may be damaged when the Product is disassembled. The Customer accepts that if technically impracticable, the Supplier does not substitute for such a damaged packaging and that the final Product will not be returned to the original packaging after printing.

7.14. Information about printing services is provided by the Webshop and the sales representative as well as the color, size and placement properties regarding to each printing technology. Not all Products are available for all types of services.

7.15. The term of delivery of each printing service depends on the Supplier's current capacity, about which the sales representative informs the Customer.

8. COMPLAINTS

8.1. Upon delivery of the Product the Customer shall check if the Order complies with the agreement.

8.2. If the Customer finds a deviation from the Order provided, he or she shall notify the sales representative in writing immediately, but no later than 8 days after delivery, including the order number, specific reasoning and the photos supporting.

8.3. Defects, which could not reasonably be established within the aforementioned term, must immediately after establishment thereof, but not later than within 30 days after arrival of the Products, be reported in writing to the sales representative.

8.4. Within two business days of receiving the complaint, the Supplier investigates and notifies the Customer about the result in writing.

8.5. After the Customer has sent his or her complaint to the Supplier, the Customer shall fully cooperate with the Supplier in examining the merits of the complaint. If the complaint is found to be unfounded, the costs of the examination shall be borne by the Customer.

8.6. If the Supplier has identified the defect or deficiency that Customer has notified in due time, the Supplier will, in its sole discretion:

- replace the defective Products or
- deliver the missing Products, or
- reduce the purchase price proportionally, or
- pay back the full amount.

8.7. Goods return will be only accepted following a confirmation of our sales representative. Supplier reserves the right to decline goods return request.

8.8. If the Supplier decides to credit or refund the purchase price in whole or in part, the Customer shall first return the defective Products to the Supplier. The Supplier only credits

the value of the returned Products and does not reimburse any additional costs incurred by the delivery of the returned product.

8.9. The Customer shall not make any claim in any circumstances against the Supplier if the Goods have been partially or completely used, treated, processed or have been modified – expressly but not exclusively embled - in any other way after delivery.

8.10. After discovery of any defect Customer is obliged to stop the usage and/or further delivery to third parties of the concerning Products without delay.

9. OTHER TYPES OF COMPLAINT

9.1. If the Customer observes discrepancy – other, not affecting the Product itself, like invoicing etc. - he or she shall promptly notify the sales representative right after the delivery of the Product but no later than 8 days, in written form with relevant reasons.

10. FINAL PROVISIONS

10.1. Issues not regulated in the present GTC are governed by Hungarian law.

10.2. Any nullity of any provision of the GTC shall not affect the validity of the rest of the GTC.

10.3. Parties agree that disputes between them shall be initiated by means of conciliation. If this does not lead to a result, the Parties shall act in accordance with the Hungarian Code of Civil Procedure.

10.4. The Supplier is entitled to amend the terms of this GTC at any time unilaterally. Supplier informs Customers as well about the changes through the Website interface. After the modification, the use of the Website is subject to the express acceptance of the Customer through the Website, in the manner provided therein.

Anda Present Ltd., as Supplier

Budapest, 2018.10.10.