

GENERAL TERMS AND CONDITIONS OF TRADE

GENERAL PROVISIONS, THE EFFECT OF THE GTC

1. The present General Terms and Conditions of Trade (further referred to as the "GTC") is the general terms and conditions of Meat Capital Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság (registered seat: Sarkosillag utca 1. Érd H-2030, Hungary, company registration number: 13-09-166908/24, tax number: 24292472-2-13, community tax number: HU 24292472, further referred to as "Meat Capital Kft." or the "Supplier") related to its commercial activity.
2. Meat Capital Kft. is a business corporation legitimately registered in Hungary as of 15th October 2015; its main business activity is international wholesale trade of fresh and frozen meat and meat products (further jointly referred to as the "Goods").
3. The provisions of the GTC shall apply to each order given to the Supplier after the date when this GTC becomes effective (further referred to as the "Effective Date"). The Effective Date of this GTC is 15th October 2015. Orders given prior the Effective Date shall be handled according to the conditions as defined and agreed by the Supplier and the customer (further referred to as the "Customer", the Supplier and the Customer further jointly referred to as the "Parties") in connection with that given order.
4. Meat Capital Kft. reserves the right to amend the GTC. Meat Capital Kft. ensures that the effective GTC is continuously available on the Website. The GTC shall always contain its effective date. Orders shall be handled according to the provisions of the GTC being effective on the day of the order.

ORDER AND ORDER CONFIRMATION

5. The present GTC, respectively its future amendments form part of each order made by an individual contract by the Parties or by order form. If the Parties intend to deviate from the provisions of the GTC, they might do so exclusively in an individual contract by defining expressly which provision of the GTC shall be replaced by what other provision. By signing the individual contract, respectively by sending the order confirmation to the Supplier, the Customer expressly declares that it have read and accepted the provisions of the GTC being effective on the day of the order.
6. Customer might be any natural person, legal entity or entity without legal personality that orders Goods from the Supplier. An order can be placed by the natural person or by the authorized representative (managing director) or employee (purchaser, purchase manager) of any other entity.
7. In case of an individual contract, the conditions of such contract shall be included therein. The Parties might conclude an individual contract for a single order or for continuous orders as well.
8. If the order is placed by order form (further referred to as "Order Form"), such Order Form shall be filled out and issued by the Supplier after the Parties discussed the conditions of such order via phone or in writing. The Order Form includes that GTC forms part of the order and thus it forms part of the Parties' legal relation. The Order Form shall include the following data: a.) if the Customer is a natural person: - the Customer's full name as being in his/her identity card, - the Customer's permanent address, - the Customer's identity card number, - the Customer's personal number, - the Customer's tax number, - the Customer's bank account number, b.) if the Customer is a legal entity or an entity without legal personality: - the Customer's name as being in the company registry or other registry, - the Customer's seat address, - the Customer's tax number and/or community tax number, c.) at each Customer: - the exact name or description of the Goods, - the quality of the Goods, - the quantity of the Goods, - the unit price of the Goods, - the packaging specifications, - the delivery temperature of the Goods (by giving from – to limits), - the time of delivery (by giving a day or a time period), - the destination of the delivery, - in case of international delivery, the specification of the delivery according to the International Commercial Terms (further referred to as "INCOTERMS") (i.e. transport parity), - the net and gross sum of the delivery fee (further referred to as the "Delivery Fee"); if the Customer is VAT-free, the indication of this fact (The net sum of the Delivery Fee equals to the value of the Goods and if applicable, according to INCOTERMS, it also includes the cost of transportation.), - the currency of the Delivery Fee, in case of foreign currency the exchange rate as well.
9. The Order Form including the data as described in section 8 of this GTC, shall be sent to the Customer in writing, especially via e-mail or facsimile. The Customer shall confirm the order via an order confirmation (further referred to as: "Order Confirmation") in 24, i.e. twenty-four hours upon reception of the Order Form, in writing, especially via e-mail or facsimile. Order Confirmation shall include the data being in sections 8. a.) and c.), respectively the data being in sections 8. b.) and c.) of his CTG, furthermore the date of the Order Confirmation (i.e. the place and exact day in the following order: year, month, day) as well as the authorised signature of the Customer. An Order Confirmation might be placed by the natural person or by the authorized representative (managing director) or employee (purchaser, purchase manager) of any other entity. An Order Confirmation coming from other persons than described above, shall be considered as invalid and the Supplier might refuse to perform it.
10. An order can be cancelled no later than in 3, i.e. three working days after the day when the Order Confirmation was sent to the Supplier. If an order was cancelled after the above date, the Customer shall compensate the Supplier's eventual damages and expenses.

PERFORMANCE (DELIVERY, PAYMENT)

11. The Customer shall examine the quality and the quantity of the Goods at the transfer of the Goods (further referred to as "Transfer"). At the Transfer the Parties shall fill out a bill of freight as defined in the Convention on the International Carriage of Goods by Road (further referred to as the "CMR Convention") in case of an international delivery and shall fill out a bill of delivery in case of an inland delivery. Both bill of freight and bill of delivery shall include every relevant information related to the delivery and the Transfer.
12. The Customer might report quality complaint only at the Transfer. The Customer is not entitled to place such complaint, if the quantity of the Goods differs by less than 0.5 %, i.e. zero point five percent from the quantity being in the bill of freight or in the bill of delivery. In case of fresh Goods the Customer might report quality complaint within 24, i.e. twenty-four hours after the Transfer and in case of frozen Goods within 10, i.e. ten calendar days. Quality complaint might be placed exclusively in writing, especially via e-mail and facsimile. Such quality complaint must be proved by the Customer by a veterinary or other food health authority certificate (further jointly referred to as "Certificate") and by high-quality photos taken of the Goods. Furthermore, the Customer shall clearly identify the nature of the complaint and specify the quantity of the Goods being subject of such complaint. The Customer must ensure that the Supplier can examine the Goods being subject of the complaint. In the lack of a Certificate and photos the complaint is not considered a proper complaint. If the Customer does not make the Supplier possible to examine the Goods or if the Customer sells, processes or destroys the Goods or part of the Goods without the Supplier's prior explicit written permission, no compensation or exchange of Goods might be claimed by the Customer.
13. The Supplier is entitled to perform via advance delivery and in instalments, as specified in this section. The Supplier is entitled to perform via advance delivery and in instalments, if it informs the Customer about such delivery 3, i.e. three days prior the date of delivery and if the Customer confirms in writing that is able to accept such advance delivery or delivery in instalments. The Customer shall always be obliged to accept the delivery 24, i.e. twentyfour hours prior the date of delivery.
14. The risk is passed from the Supplier to the Customer at the time and place of the Transfer. After such Transfer it is the Customer who bears all the damages occurring in or in connection with the Goods.
15. If there is a delay in delivery due to a reason on the Customer's side, the Customer shall compensate the Supplier's eventual damages and costs. In case of delivery delay due to the Customer, the risk is passed over to the Customer on the delivery date or on the last date of the delivery period as specified in the Order Confirmation.
16. The Customer shall pay the Delivery Fee to the Supplier by the date and in the form as specified in the Order Confirmation. In case of late payment the Customer shall pay interest for late payment, the rate of which equals to the double of the central interest rate determined by the Hungarian National Bank due on the last day of the payment deadline.
17. The Supplier issues invoice on the order within 10, i.e. ten days after the day of performance. Such invoice is sent to the Customer's seat address via post. In case of international delivery, the Customer shall send the duly signed and accepted CMR back to the Supplier within 10, i.e. ten days upon Transfer. If this does not occur or occurs after the above deadline, the Supplier is entitled to issue an invoice on the value added tax payable according to the Hungarian laws (the rate of which is 27%).

MISCELLANEOUS

18. The Parties might communicate via phone, facsimile, e-mail, skype or other ways as well, however, any Order Form and any Order Confirmation shall be done in writing, especially via e-mail or facsimile.
19. If there are any changes in the tax, customs or other rules and legal regulation after the Order Confirmation was placed and such changes affect the Delivery Fee, the sum of such Delivery Fee changes according to the changes in the legal regulations.
20. Until the Delivery Fee is completely paid by the Customer, the Goods remain in the ownership of the Supplier.
21. The Supplier is not responsible for any damages that might occur due to vis maior or other causes being beyond its control (natural disasters, traffic hindrance, strike etc.), however, is responsible for damages caused by the Supplier deliberately or by severe negligence. At the same time, even in case of deliberateness and severe negligence, the Supplier shall compensate only those damages that occurred to the Customer in connection with the Goods and thus, it shall not compensate the Customer's lost profit or income.
22. The Parties have special obligation to inform each other. If the Supplier becomes aware of the fact that the delivery cannot be performed on time due to reasons being beyond its control, it shall inform the Customer about such reason in writing within 2, i.e. two hours after having been informed about such reason.
23. The GTC shall be interpreted according to the Hungarian laws and regulations.
24. In issues not regulated in this GTC, the provisions of the Hungarian Civil Code (Act IV of 1959, further referred to as the "Code Civil") and that of INCOTERMS shall prevail.
25. The invalidity of any provision of the GTC does not effect the validity of any other part of the GTC.
26. If there is any legal dispute arising between the Parties, they conclude the scope of the Hungarian jurisdiction and the exclusive competence of the Central District Court of Buda.