

## General terms of sales and delivery

Present General Terms of Sales and Delivery of Primag Ltd. (9022 Győr, Czuczor G. str. 18-24.) – hereinafter referred to as Supplier – regulates its sales and delivery and forms an integral part of all bills of sale and delivery coming into force between the parties. On applying the General Terms of Sales and Delivery, 'Procurer' shall mean the certain procurer determined in the certain bill of delivery as the other party (natural person or legal entity) , and 'product' shall mean the sold product.

**Placing an order:** Supplier accepts only written orders (fax, e-mail). The orders shall include the exact name of the product, stripping, other characteristics (dipping), the exact address of taking over the product (place of fulfilment), the name of the person taking over the product, the deadline of delivery, the method of payment, the deadline of payment, the rate of financing (monthly interest percentage), in case of deferred or contractual payment the financial cover (bill, assignment). Supplier confirms the products ordered by the Procurer, according to the Order, with the terms accepted by them in the framework of the Bill of Delivery.

**Time and place of fulfilment:** Supplier makes sure that the product is available on the place of the takeover, agreed by both parties, according to the confirmation or the Bill of Delivery, as well as that the product will be delivered to the place determined by the Procurer until the given deadline. Occasionally Supplier may exercise its right of delivery in advance.

**Delivery:** Prices defined by the Supplier include the cost of delivery to the site of the customer. Supplier reserves the right to invoice the cost of delivery to the Procurer – after reconciliation – in case they cannot deliver the ordered product economically (small quantity, long delivery distance). In case of products sent as a postal parcel, Procurer shall incur the postal expenses.

**Storage:** Supplier may undertake the storage of the ordered and / or paid products on their own site, if it was ordered so previously, until the date that is determined in the confirmation or the contract. Quantity and quality takeover: The quantity and quality takeover of the product takes place on the spot determined in the contract concurrently when signing the document proving the fulfilment. Disapproval of quantity or quality shall be taken only for the quantity minuted in the proof of acceptance or in a minute –book. (signed by the representative of the Supplier, as well.)

**Warrant, responsibility:** Supplier warrants that the product meets the specification defined in the contract within the expiration date. The quality of seed-corn is certified by the Certificate of Seed-Corn Certification. Procurer warrants that the seed-corn turned over by them meets the requirements of the Certificate and the Hungarian Standard. The warrant does not refer to the faults of the product arisen after the takeover (especially due to inadequate storage).

Quality faults of the seed-corn shall be reported to the Procurer in a written form within 15 days after realising the fault, or within 30 days after sowing but until 20th June (spring sowing) or 20th December (autumn sowing) at latest. Demands arriving after this date may not be considered.

Procurer's liability of warrant is only limited to the purchasing price of the seed-corn delivered by them. In case of reasonable claim, the purchasers of the seed-corn has the right to submit a claim for replacing the seed-corn or for price reduction.

**Reserving the right of ownership:** Supplier reserves the right of product ownership until Procurer has paid the total price of the product and has completed all its liabilities arisen from the contract.

Purchase price, terms of payment: The unit price confirmed in the confirmation or determined in the Bill of Delivery contains the net price of the product without VAT, at the place of takeover.

Procurer takes notice that the value of the product that was purchased on deferred or contractual payment exceeds Gross 50,000 HUF, otherwise purchases shall be remitted in cash on delivery.

Supplier burdens the financing interest until delivery or from reporting the product finished until the deadline of payment, quoted on ordering, to the Procurer. Supplier reserves the right to charge default interest for the days between the deadline of payment and the financial settlement for the Procurer, up to the double of the refinancing rate.