

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR SALE OF THE COMPANY OLIMPIA BYCICLE LTD

These General Terms and Conditions of Contract of sale (hereinafter: '**GTCC**') contain the terms and conditions under which the Olimpia Kerékpár Kft. (corporate seat: 1164 Budapest, Ostorhegy u. 4., registration number: Cg. 01-09-566339, tax number: 12216109-2-42) (hereinafter: '**Seller**' or '**Olimpia**' or '**We**') sales goods or products and/or provides services to the customer (hereinafter: '**Customer**').

1. Validity of the Conditions

1.1. The Customer accepts these GTCC by, as the case may be, making an order ('**Order**') and/or signing the dealer agreement ('**Dealer Agreement**') and/or individual sales agreement ('**Individual Sales Agreement**') that contains the acknowledgement of these GTCC and inter alia the products to be delivered, the applicable prices and payment conditions, the delivery terms and other relevant information which the Seller and the Customer deem to be important. If otherwise not agreed by the Seller and the Customer in their written order confirmation ('**Order Confirmation**' or '**Pro-forma Invoice**') or Dealer Agreement or Individual Sales Agreement, the provisions of these GTCC shall be applied. For the purpose of these GTCC, Seller and Customer are each separately referred to as a '**Party**' and collectively as the '**Parties**'. The GTCC and the Order Confirmation or the Dealer Agreement or Individual Sales Agreement jointly form the framework agreement ('**Agreement**') between the Parties.

1.2. Customer's general terms and conditions will not form part of the contract, even if Seller does not explicitly object to them in writing. Any deviations from these GTCC must be in writing to be effective.

1.3. In accordance with Section 6:78 (2) of the Act V of 2013 on the Civil Code ('**Civil Code**') by indicating the relevant sections *in italics* of the GTCC, the Seller hereby expressly informs the Customer about the general terms and conditions of contract that differ substantially from the relevant legislation and usual contractual practice and the Customer expressly accepts it:

2. Orders

2.1. Orders may be validly be placed in the following ways in writing:

- (a) via the website of Seller
- (b) with a completed order form sent in hard copy by registered mail or courier
- (c) by e-mail

2.2. The Customer can access the Seller's services through the website: www.gepida.com In order to place an Order, the Customer may register voluntarily in advance on the home page of the Olimpia website, using his/her own username and password. If the Customer does not register voluntarily in advance, the Seller may automatically register the Customer, using the data provided during the ordering process, and will notify the Customer thereof by e-mail. Following the registration, the Customer can access the personalised user interface (e.g. with his web office, his personal data, etc.) by clicking on the 'Login' button in the 'Login' section on the home page of the Olimpia website and entering his username and password. After the order is placed, the Seller will send an email notification (automatic technical message) of the IT acceptance of the order. The Seller will inform the Customer of the formal processing and confirmation of the order in a second email message and will send a pro-forma invoice to be signed by the Customer as well. The risk of data transmission errors in bids or orders lies with the Customer.

2.3. Orders become final and binding upon written confirmation by the Seller. An Order Confirmation (Pro-Forma Invoice) or Dealer Agreement or Individual Sales Agreement signed by duly representatives of both Parties and sent via e-mail to the other Party can be considered as written confirmation. *Orders placed before the season, generally 5 months but depending always on the suppliers' lead time in advance, should be marked as pre-orders. Pre-orders are confirmed based on current delivery times from our suppliers. The season is defined as the period from July 1 of the current calendar year to June 30 of the subsequent calendar year. Once submitted and confirmed by Seller, pre-orders are irrevocable and legally considered as full orders.*

3. Offers and Prices

3.1. All offers and prices are non-binding unless specifically agreed upon in writing by the Parties. Prices shall be agreed in Order Confirmation (Pro-Forma Invoice) or in Dealer Agreement or in Individual Sales Agreement.

3.2. All prices are quoted in EURO, excluding VAT, and are applicable ex-warehouse or ex-works (EXW as per Incoterms 2010) of the Seller, including packaging but excluding delivery costs, shipping costs, insurance, customs duties, and other indirect costs, installation or setup costs.

3.3. *Should change cost factors relevant for pricing, such as materials, energy, transport, financing, packaging, and exchange rate costs change, we reserve the right to adjust our prices accordingly by written notification made to the Customer.*

4. Terms of Payment

4.1. Unless *otherwise* agreed, Seller's invoices must be paid in advance and via bank transfer. Seller shall issue and send invoice containing the fee calculated on the basis of the relevant agreement between the Parties to the Customer before the delivery of the goods. *If, after agreeing to a payment in instalments, Seller obtains information that, in Seller's sole discretion casts doubt on the Customer's creditworthiness for the order's size, Seller may demand full advance payment, regardless of prior agreements.*

4.2. The Customer is required to indicate the invoice number when making payments.

4.3. Any entitlement to discounts on prices requires explicit written agreement modification between the Parties in the same form applied by the Parties (i.e. Order and confirmation, Dealer Agreement, Individual Sales Agreement) and is conditional on all payment obligations from earlier deliveries being fully met. In case of late payments, even if instalment payments are allowed, any discount agreements will be suspended.

4.4. Payments are considered made on the date they are received as paid in cash at our office, or credited in our business account without withholding, deduction or setoff. Any other payment method (e.g. check, bill of exchange, assignment of claim, payment to employees, drivers, sale representative of Seller etc.) is only accepted by Seller if prior written agreement is made on the method of payment. Offsetting by

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the Customer against counterclaims is not valid performance unless they are acknowledged in writing in advance by Seller. The Customer is not entitled to transfer receivables and rights from the contractual relationship to any third party without our written consent.

4.5. If payments are not made as due, Seller reserves the right to charge default interest at 8% above the respective base rate on outstanding invoices as defined in (1) § 6:155 of the Hungarian Civil Code.

4.6. The Seller reserves the right to withhold subsequent deliveries in case of payment default. If the payment deadline is not met by Customer any allowances (rebates, discounts, and bonuses, etc.) granted will be forfeited and added to the invoice and Olimpia may make, by unilateral notice, all other outstanding payment obligations due immediately. In the case of late payment, the Customer, at the request of Olimpia, shall provide adequate security for all of Olimpia's claims, especially through bank guarantee, mortgage, assignment of claims, or transfer or pledging of assets. In events of payment suspension by Customer or any other similar event on the side of the Customer Seller's total outstanding claim becomes payable immediately.

4.7. Reminders are charged at 5 Euro per reminder stage in excess of any statutory and contractual compensation.

4.8. The Seller is entitled to allocate payments to older debts even if the Customer instructs otherwise. If default interest has accrued, the Seller is entitled to first apply payments towards interest and reminders and only then towards the main debt.

5. Delivery Terms

5.1. Seller shall only be only obligated to perform its services, deliver the goods if the Customer has fulfilled all obligations necessary for execution, particularly all technical and contractual details, preparatory work, and preparatory measures agreed. *Specifications such as dimensions, weight, quality, construction, and material are provided as accurately as possible but are approximate and non-binding. All images in promotional materials of Seller are for illustration only. Changes in construction and errors, including misprints, are expressly reserved by Seller, applying to information provided by subcontractors as well.*

5.2. Delivery deadline is specified, as the case may be, in the Order Confirmation, Dealer Agreement or in the Individual Sales Agreement.

5.3. *All agreed delivery deadlines are approximate. Olimpia strives to adhere to delivery times to the best of its ability, but the unilateral amendment of delivery deadlines is reserved by Seller without affecting the Customer's obligation to collect the goods. Partial deliveries are permitted and considered as independent deliveries. Olimpia reserves the right to deliver parts of the goods that have the same use and quality if the ordered item is not available from stock. Deadlines and dates will be postponed in the event of force majeure, breakdowns, strikes, transport issues, unforeseeable delays from suppliers, or other similar events beyond our control, for the duration of the respective event.*

5.4. *Olimpia shall only be obligated to deliver goods ordered as long as there are no obstacles in procuring goods from its suppliers. Olimpia is entitled to defer or cancel all or part of the agreed deliveries in case of obstacles in its supplier chains in which cases claims for damages are excluded to the fullest possible extent allowed by the applicable laws (e.g., due to delayed delivery or non-delivery).*

6. Delivery and Transport

6.1. Offer prices do not include delivery, these services may be provided or organized by Seller for a separate fee upon specific agreement.

6.2. The Seller informs the Customer about the availability of pre-ordered or ordered goods. The risk of damage passes to the Customer when the goods are delivered to the Customer, if the Customer has hired a carrier or if the Customer arranges for delivery by his own means.

6.3. *At the Customer's request, the Seller will provide the identification code and quantity of the goods to be accepted. The pre-order can be delivered up to the credit limit of the partner or for advance payment. If the customer has not reached the agreed minimum order quantity by completing individual orders after the end of the agreed pre-order period, Seller is entitled to claim flat-rate compensation amounting to 30% of the lost order value.*

6.4. Shipping takes place at the account and risk of the Customer and, in the absence of specific agreement, at Seller's discretion without guarantee for the quickest or cheapest route. When shipping, the Customer will be charged pro-rata delivery costs per delivery. For bicycles, additional insurance and transport surcharge will be charged per item. For express deliveries, the actual freight costs are charged. Costs of transport by own means are not reimbursed. In the case of private deliveries commissioned by the Customer, higher freight costs arise, which are charged in full. Upon delivery of the goods, an invoice will be provided in two copies for the Customer. The Customer confirms receipt of the goods with a stamp and signature on the Seller's copy.

6.5. *Upon fulfilment of the delivery or any subsequent quantitative and total objections ascertained, the Customer is entitled to assert his rights exclusively in writing and within 48 hours towards the Seller. If this does not happen, then the invoice shall be considered accepted.*

6.6. Upon delivery, all goods must be unpacked and checked by Customer, including the following: (i) check whether damage to the goods/packaging is visible on the outside;(ii) if external damage to the goods and/or packaging is present, these must be specified on the forwarding CMR precisely (simple descriptions like: "damaged" or just "packaging damaged" is not adequate); (iii) should it appear that the packaging has been damaged or repaired, please inspection must be made to determine if the product itself is defective, (iv) the forwarding agent is obliged to confirm the damage in writing. If any damage is found, record the damages and return the goods immediately under refusal of acceptance. Damage not recorded by the forwarding agent upon acceptance of the goods will not be replaced by Seller or the shipping company and the reparation, exchange or return of these goods are excluded. Clothing and shoes are generally excluded from return.

6.7. Goods (bicycles) are delivered in a preassembled condition and are not ready to drive. The Customer is obligated to sell the products only in a fully assembled and correctly adjusted condition. This includes fitting the legally required safety equipment provided by us. Before selling, the Customer must conduct a final inspection of the bicycle, particularly checking the proper adjustment of the brakes and the tight fit of all screws. The Customer will inform the buyer about specific characteristics of the purchased product. The Customer must provide the end user with all user information and instructions supplied with the product. Furthermore, the Customer will ask the buyer to read and pay attention to the user manual. It is to be agreed that obvious defects must be reported in writing within 3 (three) days of delivery of the goods to buyer, stating the invoice number. After this period, the goods are deemed to have been accepted as faultless. The same applies to wrong deliveries or small

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quantities. The customer bears the full burden of proof for all claims, particularly for the defect itself, for the time of the defect's occurrence, and for the timeliness of the defect report. Claims for defects expire in all cases according to statutory provisions.

7. Returns/Order Cancellation/Modification

7.1. *The return of delivered goods, except for the case of damages goods set out in clause 6.6 or a warranty claim is generally excluded and can only be agreed upon in separate written contract provided that the original packaging is complete and undamaged. The delivery of returned goods is at the expense and risk of the Customer. For returns, Olimpia reserves the right to charge processing fee of at least 10% of the ordered value based on price. If the invoice date for the returned goods is more than 30 days delay, 30% of the ordered value based on price will be credited. Goods procured on special request of the Customer are in principle excluded from redemptions. In the event of a return of goods due to insolvency, all costs incurred by the Customer will be charged to the Customer in addition to the 30% compensation of the total value of the invoice.*

7.2. *The Customer may register a cancellation in writing up to five working days after placing the order, but in any case, before the delivery. For the expenses incurred by the cancelled order, the seller reserves the right to charge 30% of the order value based on the price. The same procedure applies for partial cancellations. Special orders that have been ordered especially for the Customer cannot be cancelled.*

7.3. *If the Customer refuses, defaults, delays or in any other manner hinders the delivery by more than 30 days, Seller may charge a storage and financing fee interest rate at 8% of the ordered value annually. Postponement of the delivery beyond 6 months shall be considered grounds for cancellation by Seller, whereby Seller is entitled to 30% compensation (as non-performance penalty) of the total value of the order value.*

8. Retention of Title

8.1. The Seller retains ownership of all goods delivered by him until payment of the purchase price.

8.2. The Customer may only sell the delivered goods in regular business and shall inform the Seller of third-party access to the goods delivered under retention of title. The Seller is entitled to retain the bill of lading until the invoice is paid in case of international deliveries. The Customer is obliged to protect the rights of the Seller to the third-party buyer in any possible manner. The Customer hereby assigns its claims against its customers to the complete payment of all its claims towards Seller from deliveries of goods. If the Customer defaults on part of his obligations to the Seller, he shall notify the third-party debtors of the assignment, request them to make payments only to the Seller, refrain from any confiscation transaction, and provide the Seller with a list of the transactions, resold goods to which there is still a reservation, or hand over any resulting claims.

8.3. The Customer is entitled to processing, transformation, connection, and mixing with other items only in the context of his ordinary business. If the goods with ownership title retention are processed with items not belonging to the Seller, the Seller acquires co-ownership of the new item in proportion to the value of the reserved goods to the other processed items at the time of processing. If goods delivered by the Seller are combined with other movable items or combined inseparably and the other item is to be regarded as the main item, it shall be deemed agreed that the Customer assigns proportional co-ownership to the seller insofar as the main item belongs to him. The Customer stores the property or co-ownership free of charge for the Seller.

9. Warranty

9.1. The warranty obligation is according to the legal regulation, 24 months for new goods (starting from delivery). For erroneous deliveries reported by the inside sales service of the Seller by telephonic or online transmission of a complaint form, the supplier, in the case of recognition, replaces according to their possibilities, improves or remunerates pro rata. Claims shall be handled within 30 days after reporting. Claims for damages due to incorrect deliveries are excluded.

9.2. Any complaints must be made immediately after delivery in writing. In the event of recourse to the Seller – within the framework of the statutory provisions – the submission of the original sales receipt from resale and the original of the handover protocol (between the Customer and its buyer) from the resale must be presented. The invoice number is to be listed on the return on the registration form, and the return and the return reason must be notified.

9.3. Liability for consequential damage is assumed strictly to the extent of statutory product liability by the Seller. Such liability does not apply to conversions or technical changes by the Customer. The installation of parts or components requires the skill, care, and expertise of a mechanic. If the Customer's unauthorized or unworkmanlike changes or repairs to the faulted goods, Seller shall be exempt from any warranty obligation.

9.4. Unless otherwise agreed or prescribed by statutory provisions of the applicable law, all shipping and packaging, as well as removal and installation costs, shall be borne by the Customer. Claims for indirect or consequential damages such as of loss of profit are always excluded.

10. Data Protection

10.1. The Customer grants his consent that the personal data contained in the Order Confirmation or in Dealer Agreement or in Individual Sales Contract will be automatically stored and processed by us in fulfilment of the Agreement. Our Privacy Policy is available for our website visitors, contractual partners, and existing and future customers via the link <https://gepida.com/documents>

10.2. **Change of Address** - The Customer is obliged to notify us of changes in his residential or business address as long as the contractual transaction is not completely mutually fulfilled. If the message is omitted, declarations shall be deemed to have been received even if they are sent to the last known address.

10.3. **Data processing** – We point out that all personal data are processed with the help of electronic data processing. We use this data (title, name, address, e-mail address, telephone and fax number, account details, and business numbers) in accordance with the provisions of Hungarian data protection law and EU GDPR regulations and in the sense of the business relationship. Data collection includes: collecting and

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collecting, storing, modifying, disseminating, disclosing, and erasing and destroying data. The processing of data takes place according to your consent and according to legal regulations. The consent can be revoked at any time. We treat your data lawfully, transparently, and with integrity and confidentiality.

10.4. **Purposes of processing** - The processing of the data is limited to the most necessary and takes place for the purpose of the business relationship. Purposes of processing are personal communication with information about our company's products or services, providing customer service (service, complaint), managing and executing purchases of products, including financial and logistical handling, managing the customer account from the merchant shop, and in the accounting department to control the incoming payments, administration of participation in competitions, promotions, surveys, or website functions, provision of services on the Internet (dealer search), delivery of orders, fulfilment of legal obligations, settlement of disputes, or enforcement of contracts.

10.5. **Data storage** - Storage only as long as the purpose is fulfilled or according to the storage guidelines of 6 years (letters, e-mails, and other digital documents) and 10 years (books, incoming and outgoing invoices).

10.6. **Data transmission** – Our company transmits personal data and information (address, name, address, e-mail, telephone, and fax numbers) in order to fulfil the purpose of the business relationship also to end consumers. The declaration of consent is made with the agreement to the terms and conditions. This consent is revocable at any time.

10.7. **Your rights**

- (a) Right to information: You have the right to know which data is stored in which form.
- (b) Right to correction: You have the right to request correction or completion of your personal data
- (c) Right to be forgotten: You have the right to delete the data
- (d) Right to restriction of processing: You have the right to request that personal data be processed restricted
- (e) Obligation to notify the rectification/erasure of personal data: You have the right to notify the person responsible of any activity
- (f) Right to data portability: You have the right to take your data from one provider to another
- (g) Right of opposition: You have the right to object to the processing of personal data at any time

10.8. **Protection of stored data** – We have created technical and organizational measures to ensure the protection of your personal data. These measures include the encryption of data (password-protected merchandise management system), permanently ensuring the confidentiality and resilience of systems and services (protection on different hard drives and servers, training of data protection staff, activated alarm system), recovery of personal data in physical/technical Incident (backup on different hard drives and servers), procedures for periodically reviewing, evaluating, and evaluating the effectiveness of technical and organizational measures to ensure the security of processing (annual refresher on employee data protection, safeguarding the merchandise management system, periodic review of the alarm system). For further questions, please contact info@gepida.hu.

11. **Confidentiality**

The Parties shall keep strictly confidential all information received from one another or otherwise disclosed to them or their employees in relation to the other Party's activity – including the content of the correspondence and notices and communication between the Parties – (hereinafter: '**Confidential Information**'). Confidential Information received by the Parties shall be used only for the performance of the Agreement and shall not be disclosed to third parties exclusive of subcontractors and performance assistants involved in performing the Agreement, other members of the Contractor's company group, and persons, professional advisors appointed by the Parties – and the Parties shall not provide third parties access thereto without the other Party's prior authorisation.

11. **Miscellaneous**

11.1. The Customer may transfer or assign the Agreement or part of it to a third party only with the prior written consent of the Seller.

11.2. Should any provision of the Agreement become invalid, this shall not affect the validity of other provisions of the Agreement and the invalid provision shall be replaced by a valid provision corresponding to the greatest possible extent to the purpose of the original provision.

11.3. The ineffectiveness of individual provisions herein does not affect the validity of the others. Herewith, all previous terms of sale and delivery lose their validity.

11.4. Any amendments to the Agreement is valid only in writing.

11.5. For matters not regulated in the GTCC, the provisions of Hungarian law shall apply excluding UN Sales Convention.

11.6. Depending on competence, the Court of District IV and XV of Budapest shall have jurisdiction to adjudicate the dispute in cases falling in the competence of district courts and the Hungarian courts competent based on relevant legal regulations shall have jurisdiction in other cases.