



## **General Terms and Conditions**

**Valid as of 01 October 2012**

This document, General Terms and Conditions (hereinafter referred to as **GTC**), forms an integral part of any individual contract (hereinafter referred to as **Contract**) concluded by Magyar Posta Zrt. (hereinafter referred to as **Magyar Posta**) as obligor or for the purpose of issuing an invoice, provided that the Contract expressly stipulates the application of the GTC. In the event that the texts of the Contract and the GTC contradict each other, the text of the Contract shall prevail in respect to the provision of the contractual relationship concerned.

## 1. Magyar Posta's identification data

Full company name:	Magyar Posta Zártkörűen Működő Részvénytársaság
Registered office:	1138 Budapest, Dunavirág utca 2-6.
Postal address:	1540 Budapest
Trade register no.:	01-10-042463
Tax number:	10901232-2-44
Account keeping bank:	FHB Kereskedelmi Bank Zrt.
Bank account number:	18203332-06000412-40010015

## 2. The process of cooperation between the Parties

2.1. In order to perform the Contract, the Contracting Parties shall maintain a permanent working relationship. The Parties shall inform each other mutually and immediately about any information, facts or circumstances that prevent or may prevent contractual performance. (The Contracting Parties are not exempt from their notification obligation in the event that the other Party has already obtained the necessary information from another source.)

2.2. The Contracting Parties shall take all the measures and make all the statements, both mutually and separately, needed to eliminate circumstances inhibiting contractual performance. The Parties shall attempt to settle any disputed issues firstly by direct negotiation between their appointed contact persons and, should such negotiations prove to be unsuccessful, by negotiation between persons authorised to make decisions.

2.3. The Contracting Parties shall act in accordance with the following principles and expectations in exercising their rights and fulfilling their obligations:

2.3.1. The Contracting Parties shall perform the Contract in good faith, taking into consideration the other Party's rights and lawful interests. The Parties must refrain from all behaviour that harms or may harm the other Party, and in particular, behaviour that causes or may cause loss or damages.

2.3.2. The Contracting Parties are obliged to notify each other of any fact, data or other information which suggests that the other Party's rights or lawful interests will be or may be infringed.

2.4. The Party, in a contractual relationship with Magyar Posta (hereinafter referred to as **User**), is obliged to ensure all the conditions needed to enable Magyar Posta to fulfil the obligations specified in the Contract (e.g. entrance permit, contractual pre-sorting, access to parking facilities).

2.5. Magyar Posta shall provide general information (affecting all Users) about its development plans concerning the subject of the Contract.

## 3. Definition and operation of the one-stop system

- 3.1. The essence of the one-stop system is that the contact person specified in Annex 1 to the Contract coordinates the management of all the services described in the Contract.
  - 3.2. The User shall accept the one-stop system provided by Magyar Posta and the User shall first consult with the contact person appointed by Magyar Posta in respect to any issue relating to the services. The User shall take measures in order to provide a one-stop system for Magyar Posta.
4. Settlement between the Parties
    - 4.1. Magyar Posta's department handling customer invoices the price of the services.
    - 4.2. The User shall pay the price of the services performed based on an invoice issued by the eighth working day following the accounting period at the latest by bank transfer to the bank account number indicated on the invoice. Magyar Posta calculates the due date for payment indicated on the invoice from the date of issue of the invoice, taking into consideration the payment deadline of eight banking days for the User, and a postal delivery period of four working days. The fulfilment date of the invoice prepared for the accounting period is governed by Section 58 of Act CXXVII of 2007 on Value Added Tax.
    - 4.3. If an annex on postage on credit is also attached to the Contract and the accounting cycle specified therein differs from the accounting cycle specified in any other annex of the Contract, the User shall note that the price of the service to be invoiced together with a service of a differing invoicing cycle, but affected by postage on credit (on a single invoice), shall be invoiced on the last invoice in the month in question issued for the service affected by postage on credit. For all the services on the invoice, an accounting period identical to that of the service affected by postage on credit shall be indicated as the accounting period.
    - 4.4. If the User is overdue meeting its payment obligations, default interest is payable from the start of the delay. The rate of the default interest is:
      - i. for late payment by consumers, the central bank's base rate valid on the first day of the calendar half-year affected by late payment.
      - ii. for late payment by businesses and contracting authorities under a debt obligation, the central bank's base rate valid on the first day of the calendar half-year affected by late payment increased by eight percentage points.

In calculating the interest, the central bank's base rate valid on the first day of the calendar half-year affected by late payment shall be applied for the entire duration of the calendar half-year in question.
    - 4.5. The Contracting Parties' contact persons shall agree about outstanding debts (that arose prior to the reference year but affecting the reference year) by 15 January of the year following the reference year.
    - 4.6. Invoice complaints
      - 4.6.1. The User may submit observations and complaints in connection with an invoice on one occasion, fully using (completing) the compulsory 'Complaint Report Form' contained in Annex 'C', and at the same time sending a copy of the invoice as well as a detailed statement of the reason for the complaint and of the amount of the performance accepted by the User. The User shall send its statement on the accepted performance, the description of the reason for the

complaint and copies of all documents related to the disputed performance by post or e-mail to the address of Magyar Posta's Customer Care Centre (address: 3512 Miskolc, szamlareklamacio@posta.hu). The User shall make its complaints regarding invoices by the due date indicated on the invoice.

#### 4.6.2. Deadline for deciding on an invoice complaint

4.6.2.1. For complaints affecting invoices for the prices of postal service contracts (if the User states in the complaint that the service provided by Magyar Posta or the work performed by Magyar Posta's employees does not comply with the legal provisions or with the regulations stated in the document 'General Terms and Conditions of Postal Services' [hereinafter referred to as **GTC PS**]) the deadline for processing complaints pursuant to Section 57(9) of Act CLIX of 2012 shall be applicable.

4.6.2.2. In other cases: thirty days from the receipt of the invoice complaint (in justified cases the thirty-day deadline may be extended on one occasion by a further thirty days).

4.6.2.3. If Magyar Posta exceeds the deadline for deciding on invoice complaints stated in the Contract for reasons attributable to it, Magyar Posta is not entitled to charge default interest for the period between the expiry of the deadline for deciding on the invoice complaint and the date when a decision is actually reached on the invoice complaint.

#### 4.6.3. Deciding on complaints regarding the form of invoices

4.6.3.1. For a complaint that is justified but is caused by reasons not attributable to the User, Magyar Posta shall request the return of the original invoice (cancel it) and send a new invoice, the amount of which the User is obliged to settle by the due date indicated on the invoice. Magyar Posta calculates the due date for payment from the date of issue of the new invoice, taking into account a payment deadline of eight banking days and four working days for postal delivery.

4.6.3.2. For a justified complaint caused by a reason attributable to the User, Magyar Posta shall request the return of the original invoice (cancel it) and send a new invoice. Magyar Posta shall count the due date for payment from the date of issue of the original invoice (about which the complaint was made).

4.6.3.3. Unjustified complaints shall not delay the payment of the original invoice.

4.6.4. In the case of a complaint regarding content, the User is obliged to settle the price of the undisputed performance by the due date indicated on the invoice. If the invoice complaint was partly or completely justified, Magyar Posta shall issue (and send by post) a corrective invoice amending the original invoice in accordance with the performance acknowledged by the User and Magyar Posta within five working days of the closure of the invoice complaint. Magyar Posta is entitled to charge default interest on amounts paid late on items not objected to and on amounts paid late due to an unjustified complaint about an invoice or part of an invoice at the rate specified in Point 4.4 from the due date for payment indicated on the original invoice.

## 5. Information protection

- 5.1. Magyar Posta shall use all data and information supplied by the User exclusively for the normal performance of services; it shall treat such data and information as strictly confidential, and shall neither publish nor disclose such data and information to a third party. Magyar Posta shall ensure that all data and information supplied by the User are kept securely.
- 5.2. The User agrees to treat all data, facts and information related to Magyar Posta – including the content of the Contract – as confidential, not to disclose them and not to make them accessible to third parties (irrespective of whether the data, facts or information in question were provided by Magyar Posta or the User obtained them in any other way).
- 5.3. Neither Magyar Posta nor the User shall question the right of the other Party to classify any data or information made available by it as a business secret. In such a case the Party that becomes aware of the data, information or fact classified as a trade secret (hereinafter also referred to as **data classified as a business secret**) shall be obliged to treat it as a business secret.
- 5.4. The User shall handle data classified as business secret ensuring that the path of the data classified as business secret can be precisely tracked and controlled, and personal responsibility for the secure treatment and keeping of data classified as business secret can be established. Data classified as business secret must be stored in a locked cabinet equipped with at least a safety lock.
- 5.5. The Contracting Parties are mutually entitled to inspect the treatment of data classified as a business secret handed over to the other Party in relation to the Contract and to initiate the necessary measures.
- 5.6. The above provisions of Point 5 (listed hereto) do not relate to data, facts or information that are public or the publication of which is prescribed by law. Furthermore, Magyar Posta shall be entitled to use the fact of the existence of the Contract as a reference while keeping all information and data coming to its knowledge confidential.

## 6. Termination of the Contract

- 6.1. The Contract may be terminated by either Party with thirty days' notice without stating a reason by making a written statement to the other Party. The annexes to the Contract may each be terminated separately with thirty days' notice in writing and the termination of one or more annexes in itself shall not affect the validity of the Contract. In every case, the day of receipt of notification of the termination shall be regarded as the starting day of the period of notice.
- 6.2. If either of the Parties fails to fulfil its contractual obligations despite the other Party's written reminder giving a reasonable deadline (at least 3 working days), or commits a serious breach of contract, the other Party is entitled to terminate the annex on the service affected by the breach of contract or – in the case of a serious breach of contract – the whole Contract with immediate effect. The Contracting Parties shall deem, in particular, the non-observance of the provisions on data protection and secrecy obligations on the part of Magyar Posta, and the breach of payment obligations on the part of the User as a serious breach of contract (if payment on the part of the User is overdue, Magyar Posta may apply the provisions of Point 6.4 in

lieu of the sanction described in this point, but this does not affect the fact of a serious breach of contract).

- 6.3. Rights and obligations arising from the Contract that must be maintained due to their nature, with special regard to the provisions relating to the obligation of secrecy, shall remain valid even after termination of the Contract.
- 6.4. If the User is in default of payment, but Magyar Posta does not apply the sanction specified in Point 6.2, and if Magyar Posta gains knowledge of the fact that bankruptcy, liquidation, dissolution, debt arrangement proceedings or other similar proceedings have been initiated against the User, or Magyar Posta obtains information concerning the User's inability to pay or its difficult financial situation from another source, Magyar Posta shall be entitled to bind the provision of its services included in the Contract to settling the price of the services concerned by postage paid in advance or immediate cash payment (stopping payment by transfer) until the User provides satisfactory security relating to the payment of the fee for the services. If Magyar Posta learns of the User's inability to pay or its difficult financial situation from another source, the sanction described in this point may be enforced after the deadline in the notice to pay or to provide security has expired without result. If payment by cash is not possible at the premises where the User uses the services (e.g. National Logistics Centre) the User shall use the services at the premises defined in consultation with the contact person of Magyar Posta for the duration of time that payment by transfer is stopped.

## 7. Force majeure

- 7.1. Force majeure exempts the Parties from the fulfilment of their obligations under the Contract to the extent that the force majeure prevents the affected Party in the fulfilment of its contractual obligations during the period that the effect of said force majeure prevails.
- 7.2. The Contracting Parties shall notify each other immediately of circumstances beyond their control which are not attributable to them and which result in non-performance or inadequate performance, and shall act to eliminate such circumstances and their consequences in accordance with the relevant rules of the Civil Code, cooperating as reasonably expected and justified.
- 7.3. The Party affected by the force majeure shall immediately advise the other Party in writing of the start and expected duration of the force majeure.
- 7.4. Force majeure in itself does not exempt the notifying Party from other contractual obligations which were due prior to the occurrence of the force majeure.

## 8. Interpretation of the Contract, settlement of legal disputes

- 8.1. The Contracting Parties shall endeavour to settle any possible disputes arising from this Contract by amicable means out of court. Should negotiation fail to produce a result:
  - 8.1.1. If the subject of the legal dispute is related to the performance of an already existing contract on the provision of postal services, the Contracting Parties order the application of the following rules for the appointment of the court competent to adjudicate on the legal dispute: the person of the competent court is determined by the place where the service was used (i.e. where the items

were posted) with the proviso that if the place where the service was used (i.e. where the items were posted) is

- i. in the geographical area of Borsod-Abaúj-Zemplén County, Heves County or Nógrád County, the Parties accept the exclusive jurisdiction of the Miskolc Municipal Court or the Miskolc Court of Justice – depending on the competence of the court – to judge the legal dispute;
- ii. in the geographical area of Hajdú-Bihar County, Jász-Nagykun-Szolnok County or Szabolcs-Szatmár-Bereg County, the Parties accept the exclusive jurisdiction of the Debrecen Municipal Court or the Debrecen Court of Justice – depending on the competence of the court – to judge the legal dispute;
- iii. in the geographical area of Bács-Kiskun County, Békés County or Csongrád County, the Parties accept the exclusive jurisdiction of the Szeged Municipal Court or the Szeged Court of Justice – depending on the competence of the court – to judge the legal dispute;
- iv. in the geographical area of Baranya County, Somogy County, Tolna County or Zala County, the Parties accept the exclusive jurisdiction of the Pécs Municipal Court or the Pécs Court of Justice – depending on the competence of the court – to judge the legal dispute;
- v. in the geographical area of Győr-Moson-Sopron County, Vas County or Veszprém County, the Parties accept the exclusive jurisdiction of the Sopron Municipal Court or the Győr Court of Justice – depending on the competence of the court – to judge the legal dispute.

8.1.2. If the subject of the legal dispute is not related to the performance of an already existing postal service contract, in order to judge their legal dispute the Contracting Parties shall

- i. apply the general provisions of Act III of 1952 on the Code of Civil Procedure (if the User's registered office is abroad, in Budapest, in Fejér County, in Komárom-Esztergom County, or in Pest County),
- ii. in cases not described in Point 8.1.2.i, appoint the competent court based on the registered office of the User with the proviso that if the User's seat is
  1. in the administrative area of Borsod-Abaúj-Zemplén County, Heves County or Nógrád County, the Parties accept the exclusive jurisdiction of the Miskolc Municipal Court or the Miskolc Court of Justice – depending on the competence of the court – to judge the legal dispute;
  2. in the administrative area of Hajdú-Bihar County, Jász-Nagykun-Szolnok County or Szabolcs-Szatmár-Bereg County, the Parties accept the exclusive jurisdiction of the Debrecen Municipal Court or the Debrecen Court of Justice – depending on the competence of the court – to judge the legal dispute;
  3. in the administrative area of Bács-Kiskun County, Békés County or Csongrád County, the Parties accept the exclusive

jurisdiction of the Szeged Municipal Court or the Szeged Court of Justice – depending on the competence of the court – to judge the legal dispute;

4. in the administrative area of Baranya County, Somogy County, Tolna County or Zala County, the Parties accept the exclusive jurisdiction of the Pécs Municipal Court or the Pécs Court of Justice – depending on the competence of the court – to judge the legal dispute;
5. in the administrative area of Győr-Moson-Sopron County, Vas County or Veszprém County, the Parties accept the exclusive jurisdiction of the Sopron Municipal Court or the Győr Court of Justice – depending on the competence of the court – to judge the legal dispute.

8.2. The Contracting Parties stipulate the jurisdiction of Hungarian law, and the authoritative versions of the Contract shall be copies in the Hungarian language. In respect to matters not regulated in the Contract:

8.2.1. Effective legislation governing postal activity, the most important of which at the time of signing the Contract are the following:

- i. Act CLIX of 2012 on postal services,
- ii. Government Decree No. 335/2012 of 4 December 2012 on the detailed rules for the provision of postal services and of postal services related to official documents, as well as on the general terms and conditions of postal service providers, and on items excluded from postal services or items that may only be carried upon certain conditions,

and the Contract on Universal Public Postal Services No. IKF/153/2013-NFM\_SZERZ,

8.2.2. the currently effective GTC PS and other GTCs of Magyar Posta, and

8.2.3. the Civil Code (if the issue concerned cannot be settled based on the pieces of legislation or regulations listed above in this point)

shall prevail, as appropriate.

## 9. Entry into force

Magyar Posta shall announce any amendment to the GTC at least 8 days prior to the amendment entering into force, giving notice of the amendment on its website.