



General Contractual Terms and Conditions

This document, the General Contractual Terms and Conditions (hereinafter referred to as **GCTC**), forms an integral part of any individual contract (hereinafter referred to as **Contract**) which is concluded by Magyar Posta Zrt. (hereinafter referred to as **Magyar Posta**) as obligor or based on which Magyar Posta issues an invoice, provided that the Contract expressly stipulates the application of the GCTC. In the event that the texts of the Contract and the GCTC 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:	10901232-4-44
Group identification number:	17784083-5-44
Account keeping bank:	MBH Bank Nyrt.
Bank account number:	18203332-06000412-40010125

## 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.

2.3/A. Unless the Contracting Parties agree otherwise, statements based on this Contract shall be made in writing. If a Contracting Party sends a written statement as a registered letter-mail item, this must be regarded delivered on the day delivery is attempted in the event that the addressee refuses to accept the mail item, or the mail item is returned to the sender marked "addressee unknown", "unidentifiable address" or "moved". If the reason for the unsuccessful delivery of the registered letter-mail item was that the addressee failed to collect the document during the available period of retention (holding) at a post office (the mail item is returned to the sender marked "not collected"), the document must be regarded delivered on the fifth working day calculated from the day after the date of the attempted delivery.

2.3/B. If the Contract is not made in writing, the Contracting Party may not use the absence of a written form as the basis of a claim if

- i. that party is responsible for the failure to record the contract in writing, or
- ii. performance has been accepted directly or through implied conduct.

2.3/C. In the case referred to in point 2.3/B, the Contract shall be concluded with the content in accordance with the legislation governing the legal relationship under the Contract, and the general terms and conditions of Magyar Posta for the service specified in the Contract. If the Parties have accepted performance under the terms of the Contract, either directly or by implied conduct, these terms and conditions will also form part of the Contract.

2.3/D. In the application of points 2.3/B and 2.3/C, acceptance of performance by Magyar Posta is deemed to be in particular if it accepts for dispatch the mail item posted by the other party in the legal relationship under the Contract (hereinafter referred to as the "User") at the acceptance point, or accepts or begins performance of another service under the Contract, and acceptance of performance by the User is deemed to be in particular using a service under the Contract.

2.3/E. Acceptance of performance in accordance with points 2.3/B to 2.3/D does not affect the possibility of subsequent claims, in particular the right of the User to lodge an invoice claim pursuant to point 4.6.

2.4. The 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 notified by the contracting parties using the declaration form given in [Annex 1 to the GCTC](#), or a declaration of identical subject and content to that, coordinates the management of all the services described in the Contract. In other matters the provisions of the Contract shall govern keeping contact.
- 3.2. The User shall accept the one-stop system provided by Magyar Posta and the User shall first consult with the contact person designated in the Contract in respect of 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 Invoicing Group 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 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 (hereinafter referred to as **VAT Act**).
- 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:
- 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.
  - for late payment by businesses and contracting authorities under a debt obligation, 25%.

With regard to late payment by a User under paragraph i, 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 affecting the reference year by 15 February 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' forming an annex to the Contract, 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 Service Directorate (address: 3512 Miskolc, [szamlareklamacio@posta.hu](mailto: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 (hereinafter referred to as **Postal Services Act**) 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 available 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.

#### 4.7. Provisions for using an electronic invoice

4.7.1. If the User's representatives expressly request it in a statement sent via postal or electronic means (e-mail), Magyar Posta shall send the invoice containing the fees for the used services to the User by electronic means (by e-mail to the e-mail address indicated by the User in the statement or in the amendment of the statement requesting an electronic invoice).

4.7.2. The User acknowledges that in the event of a request made in accordance with Point 4.7.1, unless the contracting Parties agree otherwise, Magyar Posta will send all invoices electronically to the User from the 5<sup>th</sup> working day following the receipt of the statement containing the request until the 5<sup>th</sup> working day following the withdrawal of the statement.

4.7.3. The format of the electronic invoice sent by Magyar Posta is XML embedded in PDF. The invoice complies with the requirements of the VAT Act regarding authenticity of origin and integrity of data content pursuant to point a) of paragraph 2 of Section 175 in that Magyar Posta applies a qualified electronic signature.

4.7.4. The User acknowledges that the electronic invoice is forwarded to the User by e-mail (on an open channel without encryption). There are obvious risks with this method of forwarding data (in particular the non-delivery of the e-mail or access by unauthorised persons), for which Magyar Posta accepts no liability.

4.7.5. The contracting Parties shall regard the electronic invoice to be delivered and to be seen by the User at the point in time it is sent by Magyar Posta unless the contrary is credibly proved beyond doubt.

4.7.6. Concerning the use of an electronic invoice, the contracting Parties shall regard

i. the following provision as governing instead of Point 4.2 of the GCTC:

The User shall pay the price of the services performed by bank transfer to the bank account number given on the invoice based on an invoice issued by the eighth day after the accounting period at the latest. The User shall advise Magyar Posta through the contact person of any failure to pay the amount by the given deadline. Magyar Posta calculates the payment deadline written on the invoice from the date of issue of the invoice taking into account an eight-banking-day payment deadline for the User. The performance date of the invoice issued with regard to the accounting period is determined pursuant to Section 58 of the VAT Act.

ii. the following provision as governing instead of Point 4.6.3.1 of the GCTC:

In the event of a justified objection which is not attributable to the User, Magyar Posta will send a cancelled copy of the original invoice and a new invoice, and the User shall pay the amount on this new invoice by the payment deadline indicated on the new invoice. Magyar Posta calculates the payment deadline from the date of issue of the new invoice taking into account an eight-banking-day payment deadline for the User.

#### 4.8. Provisions for the use of credit limit

4.8.1. In the event that Magyar Posta sets a credit limit for the User (in the case of points 4.2 and 4.3, or sets a limit on the use of the service for settlement in accordance with point 4.7 in the case of an electronic invoice), Magyar Posta's

contact person will notify the User about the setting of the limit and the amount of the credit limit by electronic means.

4.8.2. If a credit limit is set, the price of services already performed by Magyar Posta but not yet paid by the User (including the as yet uninvoiced price of a service already performed during the accounting period) may not exceed the amount of the credit limit. If the sum of the price of such services exceeds the amount of the credit limit, Magyar Posta will become entitled to impose the sanctions described in point 6.4.

4.9. In a Contract to be concluded with a company registered in Hungary, Magyar Posta shall pay its payment obligations to the User only to the domestic payment account given in the company register (or, in the absence thereof, the payment account officially verified by the financial institution managing the account).

## 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 – not including disclosure for the normal performance of services. 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.

5.6.1. Magyar Posta considers as public,

- i) from 50 days prior to the day of the election of members of Parliament, the election of members of the local governments and mayors, the election of members of the nationality self-governments and the election of members of the European Parliament until the conclusion of voting on the day of voting, and,
- ii) in the period from 50 days prior to the day of the referendum until the conclusion of voting on the day of voting, the data on the amount of the fee to be paid for the postal services provided to political parties as well as foundations and candidates for election pursuant to Act XLVII of 2003 on Foundations Engaged in Scientific, Academic, Research and Educational Activities in Support of Political Parties.

5.6.2. Magyar Posta reserves the right to publish on its website the data deemed to be in the public interest pursuant to Section 5.6.1.

## **6. Termination of the Contract**

6.1. Termination with ordinary notice

6.1.1. 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.

6.1.2. The annexes to the Contract may each be terminated in the manner set out in point 6.1.1, but may also be terminated separately, provided that termination under this point (6.1.2) may apply to all or a specified part of the annex or appendix concerned. The termination, in whole or in part, of one or more annexes or appendices in itself shall not affect the validity of the provisions of the Contract not affected by such termination.

6.1.3. Unless the termination provides otherwise, the first day of the month following the day of delivery of the 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 or prior to 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 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, and if the User oversteps the credit limit described in point 4.8, Magyar Posta shall be entitled to make the provision of its services included in the Contract conditional upon settling the price of the services concerned by advance payment or by immediate cash payment (stopping payment by transfer). A preliminary agreement concluded between the User and Magyar Posta is required for settling the price of services by advance payment. 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 contracting 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 Act V of 2013 on the Civil Code (hereinafter referred to as **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.
- 7.5. As regards the basic fees of Business Parcels that do not arise from the GTC PS or MPL's General Terms and Conditions for the Business Parcel Carriage Service (hereinafter referred to as the "GTC for Carriage") and to which no fuel surcharge is linked, force majeure shall be deemed to exist in particular if the price of diesel rises by more than 50% in the period following the establishment of the effective basic fees. In this event, Magyar Posta will be entitled to pass on the additional costs incurred due to the increase in the price of diesel to the User by unilaterally increasing the basic fees not arising from the GTC PS or the GTC for Carriage and not subject to a fuel surcharge to the extent commensurate with the additional costs.

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

8.1. The Contracting Parties shall endeavour to settle any possible disputes arising from the 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:

- i. The parties shall apply the general provisions of Act CXXX of 2016 on Civil Procedure (if the User's registered office is abroad, in Budapest or in Pest County, or if the place where the body or department representing the User and acting in the disputed matter operates is in Budapest or in Pest County); and
- ii. in cases not specified in clause 8.1.1. i., the Contracting Parties agree to confer jurisdiction on the basis of the place where the User has its registered office or the place where the body or department representing the User and acting in the disputed matter operates, as follows:

1. in the geographical area of Borsod-Abaúj-Zemplén County, Heves County, Nógrád County, Szabolcs-Szatmár-Bereg County, Jász-Nagykun-Szolnok County or Hajdú-Bihar County, the legal dispute will be referred to the exclusive jurisdiction of the Miskolc District Court or the Miskolc Regional Court – depending on the competence of the court;

2. in the geographical area of Bács-Kiskun County, Békés County or Csongrád-Csanád County, the legal dispute will be referred to the exclusive jurisdiction of the Szeged District Court or the Szeged Regional Court – depending on the competence of the court;

3. in the geographical area of Baranya County, Fejér County, Somogy County, Tolna County, Veszprém County, Vas County, Zala County, Győr-Moson-Sopron County or Komárom-Esztergom County, the legal dispute will be referred to the exclusive jurisdiction of the Budapest District IV and XV Court or the Székesfehérvár Regional Court – depending on the competence of the court.

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 CXXX of 2016 on the Code of Civil Procedure (if the User's registered office is abroad, in Budapest or in Pest County, or if the place where the body or department representing the User and acting in the disputed matter operates is in Budapest or in Pest County);
- ii. in cases not described in point 8.1.2. i, the Contracting Parties agree to confer jurisdiction on the basis of the place where the User has its registered office or the place where the body or department representing the User and acting in the disputed matter operates, as follows:

1. in the geographical area of Borsod-Abaúj-Zemplén County, Heves County, Nógrád County, Szabolcs-Szatmár-Bereg County, Jász-Nagykun-Szolnok County or Hajdú-Bihar County, the legal dispute will be referred to the exclusive jurisdiction of the Miskolc District Court or the Miskolc Regional Court – depending on the competence of the court;

2. in the geographical area of Bács-Kiskun County, Békés County or Csongrád-Csanád County, the legal dispute will be referred to the exclusive jurisdiction of the Szeged District Court or the Szeged Regional Court – depending on the competence of the court;

3. in the geographical area of Baranya County, Fejér County, Somogy County, Tolna County, Veszprém County, Vas County, Zala County, Győr-Moson-Sopron County or Komárom-

Esztergom County, the legal dispute will be referred to the exclusive jurisdiction of the Budapest District IV and XV Court or the Székesfehérvár Regional Court – depending on the competence of the court.

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. the Postal Services Act,
- 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.

8.2.2. Magyar Posta's currently effective GTC PS, GTC for Carriage, and general terms and conditions concerning other subjects, 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 and amendments**

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