

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

§ 1

Scope of Application

1. Any supplies, services and offers made by Bericap Záródástechnikai Cikkek Gyártó Bt. (hereinafter referred to as "**Seller**") shall be subject exclusively to these General Terms and Conditions of Sale and Delivery (hereinafter referred to as "**General Terms**") unless Seller has given his express written approval to other terms and conditions or has agreed in writing on the departure therefrom. These General Terms apply in case Seller implicitly supplies the goods or accepts the order knowing that buyer's general terms contradict or differ from Seller's General Terms.
2. These General Terms also apply to all future contracts with buyer on the sale and/or supply of movable items without Seller having to refer to them in each individual case.

§ 2

Offer, Conclusion of Contract

1. Seller's offers are non-binding and subject to confirmation unless otherwise indicated in the offer.
2. Any data on the goods provided by Seller, for example in advertising brochures etc., in particular but not limited to colours, dimensions, resilience and weights as well as visual representations (e.g. drawings and illustrations) thereof provided by the Seller are only approximate values unless the contractually agreed purpose for which the goods are intended requires precise compliance. They do not constitute guaranteed attributes but are rather mere descriptions or designations of the goods or services to be provided. Differences which are customary in trade and discrepancies arising as a result of legal requirements, due to the production technology or which constitute a technical improvement are permitted as far as they do not adversely affect the suitability for the intended and contractually agreed purpose.
3. Buyer shall be responsible to check and verify if the ordered products are suitable for buyer's purposes, in particular regarding chemical resistance or children's safety issues. Any permission requirements applicable to the use of the products by the buyer shall be observed by the buyer himself.
4. Buyer's order is a legally binding invitation to enter into a contract.
5. A supply contract for the goods is not concluded until the Seller has confirmed the order in writing and Seller is entitled to confirm the order within two weeks upon receipt. The content of such order confirmation is binding for the content of the contract.
6. Due to the nature of applied industrial production technologies the shipped quantity may differ from the confirmed quantity by +/- 10%. The Customer is obliged to take over the actual shipped quantity at the originally confirmed price.
7. Price quotes of all goods supplied by the Supplier are issued according to the Minimum Order Quantity sheet. Conditions of short runs (less than MOQ) are according to the MOQ sheet in force. (MOQ sheet is part of the GTC as an appendix)
8. Seller's sales employees are not authorised to make verbal side agreements or to give guarantees in oral form which go beyond the content of the written contract.

§ 3

Prices / Terms of Payment

1. Unless otherwise agreed between Seller and buyer, all of the Seller's prices shall be deemed to be "EXW Székesfehérvár" (Incoterms 2010) plus the statutory VAT rate applicable at the time of the invoice.
2. Invoices are payable within 30 days of delivery of the goods and receipt of invoice without any deductions. Seller is entitled to make delivery dependent on concurrent payment without giving reasons.
3. Buyer is in default upon expiry of the term for payment (30 days) stated in para. 3 above. If buyer is in default Seller may demand interests for delay of eight (8) percentage points above the base interest rate applicable to the currency of the payment. Seller's right to assert further damages shall not be excluded. Moreover, in case the buyer is in default of a (partial) payment Seller may declare the entire residual debt due for immediate payment.
4. Buyer has no set-off or retention rights unless buyer's counterclaims have been affirmed in a court judgement, have not been disputed or have been acknowledged by Seller. Furthermore, buyer may exercise a right of retention only to the extent his counterclaim arises from the same contractual relationship.
5. Seller shall be entitled to deliver or render outstanding goods or services respectively, only against cash in advance or against security if Seller becomes aware of any circumstances justifying a significant decrease of the buyer's credit worthiness and jeopardizing the payment of the outstanding claims of the Seller by the buyer arising from the respective contractual relationship.
6. Unless otherwise agreed, all payments must be in Hungarian Forint (HUF).

§ 4

Reservation of Title

1. Seller reserves ownership in the goods supplied until the full purchase price (including default interests and other accessories) have been received.
2. Buyer shall, at his own costs, adequately insure the reserved goods against the risk of fire, water and theft damage on a replacement-value basis.
3. Buyer shall store reserved goods separately from other goods belonging to the buyer or third parties and shall label and mark them as being the property of Seller.
4. Buyer is entitled to re-sell and/or process the reserved goods in the ordinary course of business.
5. Buyer hereby assigns to Seller as collateral any claims he may have from reselling the reserved goods (including other claims like amounts due from insurance claims or claims arising from

torious acts in the event of loss or destruction). Seller accepts such assignment. Buyer may retract the assigned claims as long as he fulfils his payment obligations. If buyer is in delay with his payment Seller may revoke buyer's right to retract. In this case, at Seller's request buyer shall provide all necessary information to permit retraction. Buyer shall further permit a person acting on Seller's behalf to verify the validity of the assigned claims based on the bookkeeping and to inform the debtors of the assignment.

6. If buyer has processed the reserved goods the parties agree that such processing shall be carried out in the name and for the account of the Seller as manufacturer and the Seller shall acquire title or – if the processing involves materials of more than one owner or if the value of the processed product is higher than the value of the goods supplied – co-title in the newly created item on a pro rata basis relative to the value of the goods supplied and the value of the newly created item. If the Seller forfeits his title as a result of combining or processing or if, in the event of processing, he does not acquire title in the goods supplied, buyer hereby transfers to Seller in advance co-title in the newly created item on a pro rata basis relative to the value of the goods supplied by Seller. Seller hereby accepts this offer. Handing-over shall be replaced by custody free-of-charge.
7. The goods supplied which are subject to reservation of title may not be pledged to third parties nor may the title of them be transferred by way of security until the secured claims have been paid in full. Buyer shall inform Seller in writing without undue delay about unrightfully access to Seller's property by third parties and shall, in coordination with the Seller, take suitable legal actions at his own initiative and at its own expenses and support Seller in any legal proceedings initiated by Seller. As far as the third party is unable to reimburse Seller for court or extrajudicial fees arising out of or in connection with this matter buyer shall be held liable therefore.
8. In the event of default, an application for opening the insolvency proceedings over the buyer's assets, transfer of vested rights to third parties or transfer of buyer's business to third parties, Seller may withdraw from the contract subject to statutory provisions and demand repossession of the goods supplied. As far as the buyer does not pay the due purchase price Seller may only assert these rights if he has previously set buyer a reasonable deadline for payment and such deadline has passed without success or if such a deadline is not required by statutory law. Seller may enter buyer's business premises for the purpose of repossessing the goods supplied. Seller shall be entitled to privately dispose of the reserved goods once they have been repossessed. The proceeds from realisation shall be set off against buyer's liabilities (less reasonable realisation costs).
9. Seller shall release the securities to which he is entitled upon buyer's request as far as they exceed the value of the outstanding claims they secure by more than 20%. The securities to be released shall be selected by Seller.

§ 5

Shipping

1. Unless otherwise agreed between buyer and Seller, shipping of the goods shall be effected "EXW Székesfehérvár" (Incoterms 2010). Upon request and at the buyer's expense Seller shall take out insurance against the usual transport risks.
2. If delivery is delayed for any reason attributable to the buyer or if, in an individual case, the parties have agreed that shipment should be made on call and if buyer does not call for delivery within 14 days after being notified that the goods are ready for shipment, the goods will be kept and stored at Seller's premises, in each case at the risk and cost of buyer, and the goods will be invoiced as delivered EXW according to Incoterms 2010.
3. Type of packaging shall be chosen by Seller.

§ 6

Deliveries / Delivery Time

1. The dates of deliveries shall be agreed by the parties. If the parties have agreed on a time of delivery, this shall commence on the date of the order confirmation.
2. Adhering to the agreed delivery and performance dates requires the timely receipt of all necessary documents to be provided by buyer, furnishing of all necessary information and fulfilment of all other obligations by buyer. If these prerequisites are not fulfilled on time, the periods will adequately be extended; this shall not apply if delay is attributable to Seller.
3. If Seller realises that an agreed date cannot be adhered to, buyer shall be notified without undue delay.
4. Seller shall not be held liable for delays in delivery owing to force majeure or other occurrences which were not foreseeable at the time the contract was concluded (such as strike, disruptions in operations, failure to receive supplies in good time, delays in transport, unfavourable weather conditions, etc.) on which is beyond Seller's control. The date of delivery shall be extended by the temporary period Seller is unable to perform through no fault of his own.
5. Seller may deliver partial shipments provided that (i) buyer can use the partial shipment for the intended purpose contractually agreed upon, (ii) shipment of the remaining goods is assured and (iii) no additional costs accrue for buyer therefrom.
6. Claims for damages based on the impossibility to deliver or owing to delays in delivery are limited to the provisions of § 8 (6) of these General Terms.

§ 7

Withdrawal from Contract

1. Seller may withdraw from the contract if force majeure, strike or natural disaster or failure of Seller's suppliers to supply correctly or in time have a material adverse effect on

Seller's ability to supply or prevent Seller from supplying and if this disruption, which is not attributable to Seller, is not only temporary.

2. Seller may also withdraw from the contract if the information provided by buyer regarding his credit-worthiness is incorrect or incomplete.

3. The buyer's statutory right to withdrawal under Section 381 of the Hungarian Civil Code (Act IV of 1959, as amended) shall be excluded.

§ 8

Warranty / Compensation / Liability

Unless otherwise provided for hereinafter, statutory law with respect to material defects and deficiency in title shall apply.

1. Upon receipt buyer shall inspect the goods for defects without undue delay. Buyer shall without undue delay report any obvious defects to Seller, however no later than ten (10) working days (Monday to Friday) after receipt of the shipment; latent defects shall be reported in writing without undue delay no more than seven (7) working days after discovery. Otherwise the shipment shall be deemed to have been approved and buyer shall not have any warranty or compensation claims arising from defects or deficiencies which it failed to report in due time.

2. Buyer shall give Seller the opportunity to investigate the complaint; he shall in particular make the damaged goods and packaging available for inspection by Seller. Upon request, the goods in question shall be returned to Seller carriage paid within 14 days. If the complaint is justified Seller shall reimburse the costs of delivery for the most favourable dispatch route. This shall not apply if the merchandise is at a location other than that of its designated use.

3. If there is a defect in the merchandise Seller may choose to remedy the defect or to deliver new goods free from defects, within a reasonable deadline determined by buyer. Such deadline may not be less than 20 working days from buyer's report of the defect.

4. The warranty does not apply if buyer alters the merchandise or has it altered by third parties and if this makes it impossible or unreasonably difficult to remedy the defect. In any event buyer shall bear any additional costs for remediation of the defect caused by the alteration.

5. If repair or supply of goods free from defects is not possible, refused or does not take place or for other reasons within Seller's sphere of responsibility before buyer's reasonable deadline expires, buyer may at his own discretion withdraw from the contract or reduce the purchase price.

6. Any further claims of the buyer - in particular but not limited to claims for compensation in lieu of performance or for compensation of other direct or indirect damages, including lost profit and concomitant or consequential damages, for whatever legal reason - shall be excluded. This shall not apply if

a) Seller fraudulently fails to disclose a material defect or a deficiency in title or has warranted that the merchandise does not contain any such material defect or a deficiency in title or has fraudulently given wrong specifications as to the attributes of the merchandise;

b) the damage is attributable to intent or gross negligence or a negligent breach of material contractual duties on the part of Seller, one of its legal representatives or vicarious agents; material contractual duties shall be understood as obligations whose fulfilment is material to due and proper implementation of the contract and on which the contractual partner usually relies on;

c) culpable breach of duty by Seller or its legal representatives or vicarious agents has led to personal injury or damage to health;

d) Seller is liable under the Hungarian Product Liability Act (Act X of 1993, as amended). However, in the event of simple negligence Seller's liability is limited to foreseeable loss typical for this type of contract.

7. The provisions of the previous paragraph shall apply accordingly to direct claims of buyer vis-à-vis Seller's legal representatives or vicarious agents.

8. If buyer faces contractual penalties (penalties for non-performance, liquidated damages etc.) from a third party it may - irrespective of the other prerequisites - only assert claims for compensation against Seller if this has been expressly agreed upon between buyer and Seller or if Seller was informed in writing about the possibly imminent contractual penalty agreed upon between buyer and a third party before the contract was concluded.

§ 9

Limitation

1. Any claims of buyer - for whatever legal reasons - shall become time-barred twelve (12) months after delivery of the merchandise. In case acceptance of the goods has expressly been agreed upon the period begins upon acceptance.

2. A Standard Introductory Process of caps is to be performed at bottlers prior to industrial use, that is test of 1 box of caps, then 1 pallet of caps, targeting the application, sensory (off-odour, off-taste) and microbiological suitability to the filled product. If bottler does not perform and report a successful Standard Introductory Process, then the Supplier takes no responsibility.

§ 10

Copyright / Confidentiality

Seller reserves all ownership rights and copyright in offers, estimates, illustrations, drawings, construction plans, calculations, brochures and other documents which it makes available to buyer. Buyer may not disclose these documents or the content thereof to third parties or make them known or copy them without Seller's express consent. They shall only be used in connection with the delivery.

§ 11

Trademarks

1. Seller guarantees in accordance with this Section 11 that delivered items are free from any industrial property rights or copyrights of third parties as far as the design of the delivered item originated from the Seller.

2. In case the delivery item infringes any industrial property rights or copyrights of third parties Seller will substitute the delivered item at his choice and at his own costs such that the delivered item does not infringe any industrial property rights or copyrights of third parties anymore, the delivered item, however, may well be used for the intended purpose contractually agreed upon. Alternatively seller may enter into a license agreement in order to ensure buyer the right to use the delivered item. Should Seller not be able to guarantee this buyer shall be entitled to withdraw from the contract or to reduce the purchase price accordingly. Any claims of buyer are subject to the limitations of §8(6).

§ 12

Data Protection

Seller shall treat any data obtained about buyer in connection with the business relationship in accordance with the Hungarian Information Privacy and Public Information Act (Act CXII of 2011, as amended) irrespective of whether this information has been provided by buyer or a third party.

§ 13

Place of Performance / Jurisdiction / Language / Applicable Law / Miscellaneous

1 Unless otherwise expressly agreed, the place of performance shall be Seller's registered place of business.

2 All disputes arising from or in connection with this supply relationship shall be exclusively settled by the competent courts of Hungary. Depending on the subject of the dispute, the Town Court of Székesfehérvár (in Hungarian: 'Székesfehérvári Járásbíróság') or the District Court of Székesfehérvár (in Hungarian: 'Székesfehérvári Törvényszék') shall have exclusive competence to hear the case. This clause shall not restrict the Seller by any means to initiate litigation or other legal proceedings against the buyer in any other country.

3 The laws of Hungary shall apply. The application of the CISG shall be ruled out.

4 The invalidity of any provision of these General Terms, irrespective whether partly or in full, shall not affect the validity of the other provisions. If the General Terms contain omissions such omissions shall be deemed to be filled by whatever valid provisions the contractual partners would have agreed to had they been aware of the omission, such valid provisions reflecting the commercial aims of the contract and the purpose of these General Terms.

Székesfehérvár, 01.01.2015..