

WAREHOUSE SERVICES AGREEMENT

1. THE CONTRACTORS

1.1. The Warehouseman:

Suvel Kft (registry number: Cg. 01-09-712849, tax number: 12976391-2-43, seat: 1173 Budapest, Batthyány u. 120, represented by Andor Marián managing director). The Warehouseman is registered in the Companies Register kept by the Metropolitan Court of Budapest as Court of Registration.

Contact details:

Postal address: 1196 Budapest, Batthyány u. 120.
warehouse address: 1173 Budapest, Pesti út 474.
Tel/fax: (06 1) 2530298
E-mail: depo@suvet.hu
Web: www.depo.suvet.hu
Contact person: Marián Andor
Phone number of contact person: (+36 20) 9105349

1.2. The Client

Company name:
registry no.:
Tax. no
Address:
Represented by:
Contact person:
Contact person's tel/fax:
Contact person's e-mail:
The Client's ID in the Warehouse:

When signing this Agreement the Client represents and warrants that He is solvent and no liquidation process has started against Him, and His capacity to contract or to make legal statements concerning the present Agreement is legally not limited.

2. THE SUBJECT OF THE CONTRACT

2.1. The legal relation construed between the parties:

According to the present Agreement the Warehouse will provide the Client integrated warehousing services, the storage needed for storing and further services. Rates and charges for the further services are as set forth in Section 4. The legal relation of the parties corresponds to the definition concerning depositing as in the Hungarian Civil Code Act 6:361. § (1) and (3). This relation is not of public warehousing but of contract warehousing. By filling the order-form and its appendices the Client orders the services and declares to accept the conditions of this Agreement. Both parties will keep copies of the order-form and its appendices. The ID number of the contract serves the documentation of the Agreement.

2.2. The site of warehousing is a closed, clean and guarded premise rented by the Warehouseman in Pesti road 474, Budapest-1173 (the Warehouse).

2.3 The properties that may be deposited in the Warehouse:

The Client can deposit properties only that belong to Him in some form. The Client cannot deposit objects that endanger other stored goods in the warehouse (for example explosive or inflammable goods), which are perishable, and goods that need official permissions to be handled (like food, hazardous materials, tax goods like cigarettes etc.). The Client cannot deposit food, money, capitals, precious metal, jewellery, and properties that qualify as museum pieces or need special treatment as for humidity or temperature. He cannot deposit rubbish or wastes in the warehouse.

3. TERM AND TERMINATION

3.1. The term

The Agreement is entered into force from ... and has no pre-fixed closing date.

3.2. Termination of the Agreement:

The contracting parties may terminate the Agreement any time, when both do agree. Any of the contracting parties may terminate this Agreement giving the required Termination Notice. The Agreement will terminate when the term of the Notice has expired.

3.2. Termination Notice:

Any Notice is required to be written and mailed by certified or registered mail or communicated in other certified form. The Termination Notice expires in 15 days. During these 15 days the Client is expected to pay the service charges. Charges must be paid when the Notice is received.

The Warehouseman may terminate the Agreement before its end only in case of vis major or if the Client severely violates this Agreement. A delay longer than 15 days in the payment of charges qualifies also as a severe violation of the Agreement.

4. RATES AND CHARGES

4.1. Rates:

(a) Warehouse-rent:

(b) Loading-unloading

If the Client requires additional services the Warehouseman will prepare an offer, and the services will be performed only when the offer has been accepted in writing.

Further conditions of the service:

4.2. Payment of charges:

Service rates are paid with bank transfer. The billing period is one calendar month. The due date of the invoices is 8 days, starting on the date of the invoicing, but the invoice must be settled before the Client moves out his goods from the Warehouse.

4.3. DELAYS:

When the Client pays the charges with delay He must pay the actual prime rate of the Central Bank plus an annual 5% default interest. The default interest is invoiced together

with the monthly charges the following month.

5. RIGHTS AND DUTIES OF THE WAREHOUSEMAN

5.1. Contracting:

The Warehouseman is not committed to contract. He can deny contracting with any of the customers without the need to give an explanation.

5.2. Guarding:

In return for the payment of charges the Warehouseman is committed to safeguarding and preserving the properties deposited in the Warehouse.

The Warehouseman is not liable for handling properties in the Warehouse.

5.3. Duties after the termination of the Agreement:

At the termination of the Agreement the Client must remove all the goods He has deposited in the Warehouse. If the Client fails to remove goods the Warehouseman must hand over a certified notice, in which the Client is warned to vacate the used space within 15 days. If the Client fails to respond to the written warning the Warehouseman may sell the properties 30 days later that the notice has been received. The Warehouseman must account for the income of the sale. Due claims of the Warehouseman concerning service rates, charges, interests and the expenses of the sale may be deducted from the income. The remaining sum must be paid to the Client within 8 days, and if the Client does not receive the money the Warehouseman will put it on an escrow account of an attorney and contemporaneously inform the Client.

6. RIGHTS AND DUTIES OF THE CLIENT

6.1. Control:

The Client has the right to inspect and control whether the Warehouseman performs his duties adequately, as described in the present Agreement. He may control the conditions of the Warehouse and check whether his properties are properly stored and safeguarded.

7. INSURANCES, INDEMNIFICATION

7.1. The Warehouseman's right of lien:

The Warehouseman has a right of lien upon the Client's properties stored in the Warehouse to the limit of the due charges (including interests). If the Client does not pay due charges (including interests) the Warehouseman may detain the Client's properties in the warehouse until He is remunerated for the services.

7.2. Storage rate:

If the Client fails to remove His property from the Warehouse until the termination of the Agreement, He will be liable to a rate that is 150% of the actual storage rate until he removes the properties.

7.3. Environmental damage and burglary insurance:

During the term the Warehouseman must keep the Client's properties in the Warehouse

insured against environmental damage and burglary.

7.4. The Warehouseman's liability for indemnification:

7.4.1. Damages during the term:

During the term the Warehouseman is liable for the damages on the properties, which are deposited in the Warehouse in agreement with the present Agreement, except for the case when Warehouseman can prove to have stored and safeguarded the properties in an expectable way. In this latter case, the Warehouseman is liable to pay only indemnification judged by the insurance company, and only when it is actually paid. The Warehouseman will not pay for damages in properties that should not have been deposited in the Warehouse as settled in the present Agreement.

7.4.2. Damages after the term:

After the termination of the Agreement the Warehouseman will store the properties of the Client in agreement with Act 196-197 of the Civil Code, that is, storing will be at the risk of the Client.

7.4.3. Limits of indemnification

The Warehouseman defines the upper limit of the indemnification he may pay in 100,000 HUF/pallet. If the properties of the Client are only partially damaged the total of indemnification should be calculated according to it.

7.5. The Client's liability for indemnification:

The Client is liable to pay indemnification for any damages in the Warehouse and its equipment and the stored goods, which arise because the Client has stored goods that were not allowed, as described in the present Agreement.

Budapest, ... 2020

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Warehouseman

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Client