

GENERAL TERMS AND CONDITIONS

1. RECITALS

These General Terms and Conditions (hereinafter referred to as the GTC) apply to all orders placed by the customer, hereinafter referred to as the **Client** (after signing the offer referred to as the **Customer**), with TorTer e-Design Kft., as the contractor (hereinafter referred to as the **Contractor**), for the design and construction of stands/installations/decorations/sets. The term **Parties** is used when referring to the Client and the Contractor together. Unless otherwise agreed in writing, these GTC and applicable Hungarian law shall be governing as regards the business relationship with the Contractor. Contractual provisions inconsistent with these GTC shall be valid and effective only if mutually and expressly agreed in writing by both Parties.

Pursuant to Section 6:78 (1) of Act V of 2013 on the Civil Code (hereinafter referred to as the Ptk.), the Contractor shall provide access to the Customer to the content of the GTC on their website www.torter.hu prior to placing an order and signing the service contract. The Customer reserves the right to amend these GTC unilaterally. The currently valid GTC are available at www.torter.hu.

2. DETAILS OF THE CONTRACTOR

Name: TorTer e-Design Kft.

Registered seat: 1106 Budapest, Jászberényi út 41.

Company registry number: 01-09-728655

Tax number: 13308669-2-42

Email: info@torter.hu

Phone: +36 70 944 1876

3. CONTRACT CONCLUSION AND PERFORMANCE

3.1. The Client shall send a request for quotation brief to the Contractor electronically, which shall contain, for the purposes of preparing the visual design and the quotation, at least the following information and details:

- the floor area and maximum height of the stand/installation,
- stand/installation type (corner/head/island stand, outdoor/indoor, etc.),
- expectations relating to style and design,
- functional requirements,
- the planned date and location of the appearance/display,
- the intended duration and/or frequency of use,
- available budget, where applicable,
- brandbook,
- exhibitor manual on the event.

3.2. If the Client should so request, the Contractor shall prepare the visual design within a minimum of five working days. The design fee specified in the quotation covers the cost of no more than three revisions.

3.3. The Client shall accept the visual design prepared by the Contractor in writing within a maximum of four working days. Should the Client fail to provide its approval within such

period, the Contractor cannot guarantee the expected deadline. In this case the Client may not refer to untimely performance.

3.4. Upon the Client's approval of the visual design, the Contractor shall send the quotation to the Customer within fourteen (14) days. The quotation shall be valid for five (5) days. Prices do not include VAT. For any prices quoted in a currency other than Hungarian forint, the selling rate of UniCredit Bank applicable on the date of the quotation shall apply, except for transportation, on-site forklift services, and packaging-storage fees payable in foreign locations, for which the applicable exchange rate shall be the rate valid on the date on which the respective cost arises.

Quotations are valid only if the entire offer is ordered; individual items listed therein may be ordered solely on the basis of a new offer provided by the Contractor.

If, for reasons attributable to the Client, less time is available than the production period specified by the Contractor, a surcharge of 12% per week may be applied to the original price. The Customer acknowledges that any unforeseen event, health emergency, pandemic, or similar circumstances causing supplier delays or potential shutdowns may modify the deadlines set out in the quotation.

The quotation shall not include fees payable to the venue (such as suspended structure, power and water supply installation, or waste collection fees). Costs and fees related to visa applications and recommended or mandatory vaccinations in countries outside Europe and overseas destinations are not included in the preliminary quotation; these shall be invoiced subsequently with a 20% charge.

Any additional costs incurred by the Contractor for governmental or other regulatory measures arising from any public health emergency or pandemic, whether domestic or international, shall be borne by the Client. The fees for the intermediary services listed in the quotation include a 20% agency commission.

For both domestic and international locations, the offer includes estimated costs for the intermediary services payable by the Contractor, including transportation, forklift services, and/or access charges, as well as packaging-storage fees and similar charges, which shall be finalised upon settlement. The fees for such intermediary services shall be invoiced with an additional 20% agency commission.

The quotation does not extend to graphic design. The Contractor shall be entitled to charge an hourly graphic design rate for the preparation of creative materials. In such cases, the Contractor shall supplement the original quotation based on the specific design task, or, if the new requirements arise at a later stage of the project, the Contractor shall issue an additional quotation.

If the exact timing of the installation and dismantling works is not known to the Contractor, the fees for installation and dismantling shall apply to work carried out on working days and during daytime hours (08:00 am – 4:30 pm). For work carried outside the above hours, the Contractor shall apply an evening or weekend surcharge, indicated in the Offer.

3.5. The Client shall send the Contractor's quotation duly signed and dated to the Contractor within five (5) days of the date of receipt. The Client (after signing the quotation referred to as the Customer) acknowledges that the deadline specified in the offer shall apply from the date of confirmation. The individual contractual relationship (hereinafter referred to as the

Contractual Relationship) between the Customer and the Contractor (i.e. the Parties) shall be established upon sending the signed quotation (hereinafter referred to as the **Order**) to the Contractor.

The **Customer** acknowledges that, in the absence of a signed quotation (order), the Contractor shall not start the performance (including procurement of materials, technical design work, manufacturing, etc.), and further acknowledges that any items displayed in the quotation or visual design, in particular rented items such as furniture, shall be booked or supplied only after the receipt of the signed offer (order).

If, in the period between receipt of the quotation and the placement of the order, any of the proposed furniture items have been booked for another client, the Contractor shall offer similar, alternative furniture, which the Customer shall be obliged to accept. The Contractor hereby excludes all liability for delays in the delivery of furniture ordered from online retailers for the exhibition stand or event.

3.6. Once the Contract has been signed, the Contractor shall produce the technical plans, and may, where justified, make minor adjustments to the visual design in the course of doing so.

The final graphic materials shall be provided by the Customer.

3.7. The Contractor shall prepare the approval drawings at least five (5) working days after the conclusion of the Contract or, in the case of an advance payment, after the advance payment. The Customer acknowledges that the time required to prepare the drawings may vary depending on the size of the stand and the complexity of the design.

The Contractor shall prepare the approval drawings in compliance with the on-site requirements of the exhibition or event covered by the Contract. This is conditional upon the Customer providing the regulations to the Contractor during the visual design phase.

It is the Customer's responsibility to define the orientation of the stand, considering the layout published by the exhibition or event organisers.

On the approval plan, the Contractor shall display the basic information required for ordering on-site services (power requirements, water supply point(s), and the plans for suspended structures and related data). The Customer shall provide the Contractor with a list of all electrical equipment that it will provide, in order to be able to determine the stand's total electrical needs.

It is the Customer's responsibility to provide the Contractor with the on-site technical information required for proper preparation, including the types of electrical and water connection points to be provided by the venue. Should the Customer not provide the Contractor access to the online exhibition platforms (such as interfaces for placing orders) where such information could be obtained, the Customer shall cooperate in obtaining the necessary information. If the Customer fails to do so and additional costs are incurred by the Contractor during on-site works, the Customer shall be obliged to reimburse such costs.

The Customer acknowledges that, in the case of a multi-storey stand or any stand higher than 4 metres, or where required by the regulations of the venue, structural calculations must be made by an independent expert, and such cost shall be included in the Contractor's quotation.

Following the completion of the approval drawings made on the basis of the accepted visual design, the Customer may request a modification within 3 days, provided that the technical drawing reveals information that was not, or not clearly, identifiable from the visual design. The Contractor cannot guarantee timely performance or high quality if further modification requests are submitted after said period.

3.8. It is the Contractor's responsibility to provide the Customer with precise information on the on-site services to be ordered to ensure smooth construction, operation, and dismantling, including access for the operation.

It is the Customer's responsibility to order and pay for the on-site services on time. Should the Customer fail to pay the venue for services in advance by the deadline set by the organisers, and the venue consequently does not provide such services on site (e.g. electricity), the Contractor shall not be liable for timely or quality performance under the Contract.

The Customer shall reimburse the Contractor under the final settlement if additional construction time must be purchased due to the late payment of the on-site services.

3.9. The Contractor shall be obliged to perform the Contract on time and in high quality. It is the Contractor's responsibility to provide the Customer with material and colour samples during the production process, where required.

If the Customer or other contractors do not finish their works and consequently the Contractor is delayed in starting the construction or installation works, the completion deadline shall be extended by the period during which the Contractor is unable to perform the Contract due to reasons not attributable to him.

At the Customer's request, the Contractor will allow the Customer to inspect the progress of the production processes at the Contractor's premises at a mutually agreed time.

The Contractor may engage subcontractors for the performance of the Contract and shall be liable for the activities thereof as if the Contractor had proceeded itself.

The Contractor shall be required to carry out an inspection against electric shock of all electrical equipment installed by it. Should the organiser of the exhibition/event require the involvement of an independent electrical safety expert, the cost of the expert's on-site visit and the preparation of the official report shall be borne by the Customer. The Contractor shall bear no liability for damages caused by uninspected electrical equipment supplied or brought to the venue by the Customer.

In line with the applicable fire-safety regulations, the Contractor shall deliver alternative official declarations to the competent person designated by the venue, or, if no such person had been identified, to the Customer. In this latter case, the Customer shall be liable for forwarding such documents to the venue.

The Contractor warrants that the result created by way of the performance of the Contract is suitable for the intended use, which the Contractor shall deliver to the Customer in a condition that complies with the professional purpose specified in the Contract.

3.10. The Customer shall notify the Contractor in writing within two (2) working days of the approval of any colour and material samples. Should the Customer fail to do so, the Contractor's

visual designer or project manager may make the necessary decisions and order the required materials in order to ensure timely performance.

Additional works must be ordered in writing by the Customer. Any verbal additional work orders arising during the on-site works shall be confirmed in writing by the Customer as soon as possible prior to performance, but in any event within 48 hours.

3.11. Regarding the performance of the Contract, the Contractor shall notify the Customer of the handover date in advance, no later than 24 hours prior to handover or, in the case of foreign locations, at least 7 days in advance by sending an email to the project manager's email address.

If, during the handover process, the Customer raises any objection or request for repairs that is acknowledged by the Contractor as being justified and that can be remedied before the start of the exhibition/event or during its operating period, the Contractor shall be obliged to carry out such remedy within the shortest period possible.

3.12. At the time of the performance of the Contract, the Customer shall appear at the venue at a time previously agreed with the Contractor and, in the event of contractual performance, provide written approval of the Contractor's performance. Acceptance may not be refused on the basis of any defect that does not affect intended use.

Should the Customer fail to appear at the handover procedure at the time agreed on, the Contractor shall not be obliged to carry out any subsequent requests for correction, and the Customer shall not be entitled to claim damages or compensation.

3.13. For the duration of the event specified in the Contract, the Contractor shall ensure the smooth operation of the equipment installed by it. For this purpose, in the case of foreign venues, the Contractor can provide a supervising staff of at least two persons, which shall be listed and priced in the quotation at the Customer's request. In the case of venues outside of Budapest, the Contractor shall provide on-site supervisory staff only upon the Customer's express request or where required by the complexity of the project.

The Contractor's employees shall not be required to stay at the event venue during the supervision period, unless expressly requested by the Customer; however, they shall be obliged to arrive at the venue within one hour of notification in the case of venues located in Budapest or abroad, as well as in the case of venues outside of Budapest where on-site supervision forms part of the order. If the order does not include on-site supervision in the case of a venue outside of Budapest, the agreed arrival time at the venue shall be the reasonable travel time plus one hour, starting from the notification of the issue.

The Customer shall be obliged to provide appropriate event access passes for supervisory staff and any persons going on site for averting the damage. Should the Customer decline the provision of the supervisory staff proposed by the Contractor, the Contractor shall not be obliged to remedy any issues arising during operation. However, if the Contractor does so regardless of the above, the on-site visit shall be considered an additional work order. Any request for an on-site visit that is not for the purposes of ensuring the intended use of the stand/installation created under the Contract shall also be considered an additional work order.

3.14. The Contractor shall provide storage for the completed stand for 7 days following the dismantling after the event specified in the Contract. Any storage over such period shall be subject to an additional fee, the amount of which shall be the storage charge applied by the

Contractor. If the Customer does not make a storage agreement with the Contractor for the storage of the stand and fails to remove the stand, the Contractor shall, after 30 days from dismantling, be entitled to destroy the stand at the Customer's expense. The Contractor shall notify the Customer of this in writing prior to the destruction.

3.15. Should the stand/installation subject to the Contract be intended for more than one use, the Customer may request, in a separate contract, that the Contractor store the stand/installation professionally. If the Customer arranges the storage of the stand/installation itself, it shall bear responsibility for the protection and preservation of its condition. In all cases, the Customer acknowledges that, prior to any subsequent reuse, the previously manufactured stand elements and installations must be inspected and, where justified, restored, which may incur additional costs.

4.CONTRACT TERMINATION

4.1. The Parties may not terminate the Contract by ordinary notice.

4.2. Either Party may terminate the Contract with immediate effect by giving written notice to the other Party if the first party is in serious breach of a material obligation under the Contract.

The Contractor shall be considered to be responsible for a serious breach of contract in the following cases:

- (a) the deadline expires without result due to reasons attributable to the Contractor, or it becomes clear in advance that the deadline will expire with no result, for reasons attributable to the Contractor;
- (b) the Contractor unjustifiably refuses to perform (including, in particular, failing to take over a suitable work site);
- c) the additional deadline set for performance also expires without the required result.

The Customer shall be considered to be responsible for a serious breach of contract in the following cases:

- (a) the Customer fails to provide the Contractor with access to an area suitable for construction and delivery up to the commencement of the works;
- (b) the Customer fails to provide the Contractor, within the required timeframe, with print-ready materials or other information for which the Customer is responsible and which are essential for the performance of the Contract;
- (c) in the case of a Contract under which the Customer is responsible for transporting to the site the stand elements and other accessories required for construction, the transport necessary for performance arrives at the place of work (on the site) with such delay, for reasons attributable to the Customer, that the performance of the Contract can no longer be expected to be completed by the agreed deadline;
- (d) the Customer fails to comply with its payment obligations.

4.3. In the event of immediate termination of the Contract by the Contractor, the Customer shall compensate the Contractor for its legitimate costs incurred and invoiced to date, and for any damages caused by the termination of the Contract.

4.4. Should the event covered by the Contract be cancelled or the order withdrawn the Customer shall be obliged to reimburse the Contractor for the costs incurred up to that time. If the Customer cancels the order within 10 days prior to performance, the Customer shall be obliged to pay the full contractor's fee specified in the Contract.

5.SETTLEMENT, PAYMENT TERMS AND CONDITIONS

5.1. Following the dismantling of the stand/installation subject to the Contract and its return to the venue outside of Budapest or foreign location, the Contractor shall send the Customer the settlement of accounts adjusted for the advance payment and any additional works/cancellations within three (3) days.

In the case of a foreign venue, the settlement of accounts shall include the actual cost of the intermediary services paid by the Contractor, as evidenced by the invoices issued by the carrier and/or the venue. If such invoices are not available to the Contractor within the three-day deadline, the Contractor shall be entitled, following the certification of performance or the invoicing, to issue a supplementary invoice or a corrective invoice to the Customer.

5.2. The Customer shall send the signed certificate of performance to the Contractor within five (5) days of submission of the settlement of accounts. If the Customer raises no objection to the settlement of accounts within this period but fails to return the signed certificate of performance, the Contractor may issue its invoice on the 8th day following performance, or if that date is public holiday, on the last working day before that.

5.3. Unless otherwise provided for in the Contract, if the contractor's fee exceeds HUF 1,000,000, the Customer shall pay 50% as an advance payment after signing the Contract, to the Contractor's bank account held at UNICREDIT Bank Zrt. under account number 10918001-00000020-12350007 (for payment in EUR: 10918001-00000020-12350014) within 5 days of the date of issue of the pro forma invoice issued by the Contractor.

The remaining 50% of the contractor's fee shall be paid by bank transfer to the above bank account within 30 days from the date of the contractor's invoice issued after the contractual performance (issuance of the certificate of performance).

If the contractor's fee is under HUF 1,000,000, the Customer shall transfer the full amount to the Contractor's bank account within 15 days from the issuance of the certificate of performance.

In the event of late payment, the rate of default interest shall be the current central bank base rate plus 8%.

5.4. The Contractor declares, and the Customer accepts, that the ownership of the equipment, installations, furniture (i.e. specially manufactured and marked elements, etc.), produced by the Contractor under the Contract shall only pass to the Customer if the Customer claims those and has paid the full amount of the contractor's fee. Until the contractor's fee has been paid, the Contractor shall store the relevant movable property in its warehouse, and the Customer shall not be entitled to take possession of or remove it. The Customer shall bear the storage fee.

6.CONFIDENTIALITY

6.1. The Parties undertake to fully comply with their confidentiality obligations. Business secret means any information, data, document, business concept, or other information that comes to the knowledge of the Parties, is communicated or disclosed between them in connection with the conclusion or performance of the Contract, or that comes to the knowledge of either Party about the other, in particular concerning its operations, activities, financial management, or clients.

6.2. During and after the period of cooperation, the Parties
(a) shall be obliged to keep confidential all business secrets, including by handling them in such a way that ensures those cannot, under any circumstances, come to the knowledge of or end up in the possession of any unauthorised third parties,
(b) may disclose any business secret to third parties only in possession of the other Party's prior written consent,
(c) may use any business secrets solely within the scope defined by the performance of the Parties' cooperation-based obligations, and only for the purpose and to the extent determined by the Parties; beyond this, they may not use, exploit, or otherwise process business secrets.

6.3. The confidentiality obligation shall not apply to data or information constituting a business secret that becomes publicly available at the time of the conclusion of the Contract or at any time thereafter, unless such disclosure is the result of a breach of contract by the other Party.

6.4. The Parties shall be liable to compensate the other Party and any third parties for any damages caused by the breach of their confidentiality obligations.

7.CONTACT

7.1. The Parties shall designate contact persons in connection with the performance of the Contract. The identity and contact details of the contact persons are set out in the quotation and the order.

7.2. The Parties shall notify each other in writing of any change in the identity or contact details of their designated contact persons within 3 working days of such change.

7.3. The Parties undertake to communicate with each other in writing (by mail or by email) on all material matters relating to the performance of the Contract; in the case of any verbal communication, the Parties shall confirm the content thereof, including any comments or observations, in writing as soon as possible.

7.4. Notices shall be considered delivered on the 5th day following the date of posting in the case of registered mail, and, in the case of emails, on the day of sending if sent during business hours, or otherwise on the next working day. A registered letter posted with certificate of receipt shall be considered delivered on the date indicated on the receipt, or, in the absence thereof, for example if the receipt is returned marked "not claimed" or "moved to an unknown address", on the 10th day following the date of posting.

8.FINAL PROVISIONS

8.1. The Contractor shall be entitled to unilaterally amend these General Terms and Conditions without prior notice with the provision that such amendments shall have no retroactive effect.

8.2. Should any dispute arise in connection with the Contract made between the Parties or its performance, the Parties shall seek to primarily resolve it by amicable means. If the Parties are unable to come to a resolution, the Parties agree that the court with territorial jurisdiction at the Contractor's registered seat shall have competence to settle their dispute.

8.3. Any matters not regulated in these General Terms and Conditions or in the Contract shall be governed by Hungarian law, particularly the provisions of the Civil Code.

Effective from 10.11.2025