

Recytrade Portal

General Terms and Conditions of Service

Version v.08.03.2017

*The valid version of these General Terms and Conditions of Service can be found on
(downloaded from) this website: <http://recytrader.com>.*

1 DEFINITIONS

1.1 The terms in these General Terms and Conditions of Service shall have the following meaning.

Data handling information is the set of rules and information concerning the personal data collected and handled by the operator available in the website <http://recytrader.com>.

GTCS or Conditions are these General Terms and Conditions of Service and the Documentation referred to herein.

Documentation shall mean all the description, rules, explanations concerning the Service available through the Portal and all the information disclosed by the Operator in the Portal to all Users either generally or individually. The materials disclosed in the Portal as “Frequently Asked Questions (FAQ)” and the downloadable case studies also qualify as documentation.

Act on e-services shall mean Act CVIII of 2001 on Certain Issues of Electronic Trading Services and Services Related to Information Society.

User is a natural person registered as user in the Portal who take action representing the partners intending to make use of the Service in the course of using the Services of the Portal.

Party or Parties shall mean the Operator, the Users and the Partners represented by them.

Waste Act shall mean Act CLXXXV of 2012 on Waste.

Working hours shall be the consecutive hours between 9:00 and 17:00 on working days.

Working day shall be weekdays except for the holidays listed under Section 102 (1) of Act I of 2012 on the Labour Code and the holidays established annually by the Minister responsible for employment policy [in accordance with Section 102 (5)].

Partner shall mean the undertaking participating in waste trade making use of the Portal’s functions.

Portal shall mean the set of Internet-based websites operated by the Operator where Services can be administered, provided and used. The central website of the Portal currently functions under the domain “recytrader.com”.

Service shall be the Services offered to Users in the Portal.

Operator shall mean the entity specified under Section 2.1 hereof.

1.2 The text of these Conditions may contain additional defined terms which shall have the meaning specified therein.

- 1.3 Unless otherwise provided for in these GTCS, the terms herein defined shall be interpreted in accordance with relevant Hungarian legal regulation on waste, in particular with the Waste Act.

2 DATA AND STATUS OF THE OPERATOR

- 2.1 The Operator's data to be disclosed according to legal regulations and other data are the following:

Name:	Recycling Market Kft.
Registered address:	5000 Szolnok Újszászi út 091/13 VH bldg. 2
Mailing address:	1095 Budapest, Lechner Ödön fasor 3C fl. 2 door 3
Name of representative:	János Csonka
Trade registration number:	16 09 016364
Name of registering court:	Court of Registration of Szolnok Court
Tax number:	25322589-2-16
EU tax number:	HU25322589
Account managing financial institution:	Erste Bank Zrt.
Bank account number:	11600006-00000000-73763095
IBAN:	HU64 1160 0006 0000 0000 3647 5045
E-mail:	info@recytrader.com

- 2.2 From the viewpoint of the Portal and the Services provided therein, the Operator qualifies as "Service Provider" in accordance with Section 2 k) of the E-Trade Act.

3 THE FUNDAMENTAL PURPOSE OF THE PORTAL

The Services of the Portal were developed in order to provide a uniform centralised marketplace ("exchange") for companies involved in waste management facilitating the administration of waste related transactions in a closed system in accordance with pre-defined rules.

The exchange Portal evolving in this way will facilitate the establishment of the market price of waste and sale at market price as well as a reduction in waste management abuse as transactions come into being and are performed within a framework compliant with legal regulations.

4 THE SUBJECT MATTER AND SCOPE OF GTCS AND THE RULES OF UNILATERAL AMENDMENT

- 4.1 GTCS regulates

- (a) the conditions and rules of making use of the services offered by the Operator,
- (b) the rights and obligations of the Parties (Operator, User, Partner, additional actors),
- (c) the rules of using the Portal.

- 4.2 The acceptance of GTCS shall be effected in the form herein defined and it shall become part of the contract between the Parties. In a basic case, the acceptance of GTCS upon registration shall not qualify as a written contract and the Operator shall not file it (in this way it will not be accessible to Users later).

The contracting Parties may deviate from the provisions of the GTCS exclusively with a written individual contract signed by both parties. In the event of a contradiction between the

written individual contract and the provisions of the GTCS, the provisions of the individual contract shall govern.

- 4.3 Pursuant to the GTCS, the Partner makes use of the services provided by the Operator not as a consumer but in order to serve its own business purposes. The Operator does not provide services to consumers.

By accepting these GTCS, the User and the Undertaking declare that they do not qualify as consumers according to Hungarian legal regulations and they make use of the Services available in the Portal in the interest of objectives related to their own business activities.

- 4.4 Amendment. Operator shall be entitled to unilaterally amend the GTCS from time to time. The Operator shall send notification on the amendment to the e-mail address given upon registration at least 15 calendar days prior to the entry into force of the amendment. The Operator shall indicate the accessibility of the new GTCS and the date of its entry into force in this notification. A unilateral GTCS amendment may not affect the terms and conditions specified in an individual contract.

Furthermore, it may not affect the terms and conditions of the transactions in progress at the time of the entry into force of the new GTCS (transactions in progress, suspended or forward transactions) and the related remaining rights (warranty, dispute settlement, terms and conditions of payment, objection, waiver); the terms and conditions of the preceding version shall apply to these transactions until they are performed.

If the User or Partner does not accept the amendment, it shall be entitled to terminate its legal relationship with the Operator in accordance with the rules specified under Section 8.

The amendment shall be regarded as accepted if the User or the Partner logs into the Portal with its registered username and password following the entry into force as indicated or if it logs in prior to this but accepts the new GTCS in the Portal.

5 USER AND PARTNER REGISTRATION

Registration and entry into contract by and between the Parties is possible in Hungarian. If the service provider renders registration or the use of services available also in other languages; in case of doubt or contradiction the Hungarian GTCS and Documentation shall govern.

The content of the Portal is accessible exclusively after registration and logging in as registered User.

5.1 The process of registration

5.1.1 Registration is a three-part process in the course of which the natural person user registers in the opening page of the portal (<https://recytrader.com>)

- (a) in the course of which the User shall give:
- (i) the exact name and tax number of the company on whose behalf he wishes to register and
 - (ii) his e-mail address as user, and
 - (iii) his password with which he will be able log in to the application subsequently.

After entering the e-mail address, the Operator requests the validation of the e-mail address with a link sent in an automatically generated e-mail and the User will be able to go on to point (b).

- (b) Settings of the User account
 - (i) Account settings:
 1. password modification
 2. enter personal data:
 - a. full name
 - b. phone number
 - c. time zone
 - d. currency
 - (ii) Settings for e-mail notifications

- (c) Enter company data:
 - (i) Detailed company data
 1. Full company name
 2. Short company name
 3. Trade registration number
 4. KÜJ number
 5. VPID number
 6. Tax number
 7. EU VAT number
 8. Data of registered address
 9. Data of postal address
 10. Data of the company manager
 11. Data of the contact person
 - (ii) Entering the data of licence(s) and uploading licences
 - (iii) Entering the data of site(s)
 - (iv) Linking sites and the relevant licences
 - (v) Setting transportation costs.

It is not mandatory to register a Partner in the course of registration but a commercial transaction can only be administered using the Portal Services only on behalf of a Partner. More than one Partner may belong to a User.

5.1.2 The Portal distinguishes the data mandatorily given by the User (beyond e-mail address and password), including the Partner data belonging to the User account with an unambiguous mark in the course of the registration process.

5.1.3 With the exception of the first eight digits of the company's tax number, the data entered can be modified under account settings at any time. The Operator checks and approves ("validates") the changes and they will be entered in the system after validation.

In the course of the validation process, access to Portal functions is restricted.

5.1.4 A User shall complete the data sheet displayed in the interface appearing after clicking on the "Registration" menu (hereinafter registration interface) as requested with his true data. With a view to be able to provide services, Operator shall record the personal data of the User specified in the Privacy Info in the course of registration.

5.1.5 The e-mail address given by the User upon registration will be the address for primary communications through which the Portal communicates with the User and the Partner represented by him.

5.2 User statements

In the course of the registration process, the registering User shall declare that

- (i) the data and information given by him are true, and
- (ii) he is authorised to make the statements necessary in the course of registration on behalf of the Partner registered by him and to undertake rights and obligations;
- (iii) by activating registration, the registering person becomes the Partner's administrator together with the rights and obligations concomitant with this as specified in this GTCS.

The registering person shall take note that the Operator is entitled to refuse activation of registration and the registration without providing reasons.

5.3 The Partner approval process

5.3.1 Following the registration of any Partner, the Operator shall refuse access to the Services until checking the registration data given by the Partner.

5.3.2 The purpose of this checking is to reassure the Operator that the data of the Partner given upon registration or at any time thereafter are true, the Partner has the appropriate licences for the Services he wishes to use (e.g., sale of a given type of waste) and that the statements made upon the registration of the Partner or in the process of using the Services are true.

5.3.3 In the course of the checking process, the Operator may seek out the User launching the registration, as well as the Partner using their contact data registered in the Portal to check the correctness of the data and to obtain additional information relevant from the viewpoint of evaluation, as well as to check the truth of the User's right to representation and the statements made on his own and the Partner's behalf. In the course of evaluation, the Operator is entitled to ask for additional certificates and documents.

5.3.4 The Operator shall endeavour to bring its decision within three calendar days from confirmation of the request.

5.3.5 An approved Partner will be (re)activated and will (again) be able to make use of the services of the Portal and the data and information given by him will become visible to the other Users.

5.4 Modification

5.4.1 It is possible to modify/update the date entered with the exception of the Partner's master data in the dedicated interface of the Portal within **15** days from the end put into force of the change.

5.4.2 User undertakes to update all the User and Partner data entered in the course of registration as needed, so that they be timely, full and true and fair.

User and Partner shall be liable for the truth of the data and all the consequences arising from the lack of it.

5.5 Deleting registration

The User's **user data** will be removed from the active system immediately following an instruction to delete.

Partner and User shall take note that deleting the User will not be automatically concomitant with a legal impact of termination / cancellation according to Section 8 with regard to the Partner and the legal consequences specified therein.

5.6 Keeping the User's identification data

5.6.1 User shall have exclusive liability for keeping the User access data (thus in particular the password) secret.

5.6.2 In the event the User learns that an unauthorised third person could have access to or learn his password or other identification data given in the course of registration, he shall immediately change his password in the dedicated interface of the Portal and if it can be assumed that the third person abuses the password in anyway whatsoever, he shall immediately notify the Operator.

5.6.3 Operator excludes any liability whatsoever for the loss of the identification data and any damage or loss arising from this, and from failure to immediately notify the Operator, and exclusively the User shall bear liability for damage to the Operator, other Users or Partners.

6 CONDITIONS OF MAKING USE OF THE PORTAL SERVICES

6.1 The User's right of representation

6.1.1 When the User enters a Partner into the system, he shall warrant with regard to the undertaking or organisation entered by him that he has full right of representation and authorisation in accordance with the rules of the Partner to represent the Partner, including:

- to undertake obligations to debit the Partner undertaking, or to waive rights while making use of services;
- to make and accept bids in the course of commercial transactions.

6.1.2 The administration of the Partner in the Portal shall be the task and the responsibility of the User registering the Partner.

As administrator, the User shall be entitled to and/or obliged to:

- maintain the information on the Partner displayed in the Portal, to upload and update the information on the Partner and to modify its data;
- read the Portal Operator's messages and to take action accordingly;
- delete the registration of the Partner (terminate the legal relationship);
- make the legal statements related to the Services in representation of the Partner;
- maintain contact with the Operator and to make statements to the Operator.

The User as administrator shall exercise all the rights of the registered Partner and use all the functions, which the Portal provides to registered undertakings.

6.2 The Services

The description of the current Services and the special conditions of making use of them are presented in the Documentation available in the Portal.

6.3 Conditions of participating in trading

6.3.1 A User may participate in trading exclusively with a Partner having the licences issued by the specialised authority.

6.3.2 The Portal guarantees that the administrators of the Operator check the licence of the given Partner and the performance of conditions set forth in the licence (e.g. the utilisation of the quota granted to the Partner) before every transaction.

6.3.3 Offering (uploading) Product for sale (auction) is possible also following prior approval by the Operator, which includes in particular (but not exclusively) checking whether the appropriate licences are there and checking the statement concerning ownership of the product.

6.3.4 In the case of a successful auction, the transportation handing over and financial settlement of the Products shall take place independently of the Operator in accordance with the agreement between the Partners or the terms and conditions disclosed in the auction; the Operator shall have no liability whatsoever for these.

6.4 Prohibitions related to the use of the Portal and trading

6.4.1 It shall be prohibited to

6.4.1.1 circumvent the Operator in the course of an auction,

6.4.1.2 trade in the Portal exhibiting misleading behaviour, feigning the intention to buy/sell,

6.4.1.3 cancel participation in an specific auction once the auction was started either on the seller's or the buyer's side,

6.4.1.4 violate a goodwill of the Operator and the Portal,

6.4.1.5 make use of the Portal irregularly, not in accordance with the current GTCS,

6.4.1.6 take any action in the course of trading or using the Portal, which violates any legal regulation or trading practice accepted in the market,

6.4.1.7 violate the intellectual property rights linked to the Portal, thus in particular it shall be prohibited to

- download, store and use any part or all of the database in an automated or any other mode,

- to adapt or decrypt the content or any part of the Portal;

- use user identifiers and passwords in a fraudulent or illegal manner;

- use any application with which the Portal or any part thereof could be modified or indexed (e.g. search engine or any other decryptor);

- download, electronically store, process and sell any content appearing in the Portal or any part thereof;

- take over any data or narrative description from the Portal and from its database.

6.4.2 Every person participating in the auctions administered in the Portal shall take note that based on its unilateral decision, Operator shall be entitled to suspend or terminate the access of a Partner acting in a manner that violates the above rules that violates or circumvents the rules of these General Terms and Conditions of Service or that generally violates the goodwill of the Operator and the Portal simultaneously sending a notice thereof.

6.4.3 In the case of such a decision, Operator shall unilaterally consider the case based on the available information and fully excludes liability for any consequence of its decision according to this section.

6.5 Liability related to trading

In the course of the auctions organised in the Portal, legal relationships coming to being between the Users; the Operator and the intermediary shall not be subject of this legal relationship. The obligee Partner shall be liable for performing the obligations related to the Service and counterservice coming into being in this way.

The Operator shall not be held liable for any claims arising from such a legal relationship and it shall not be held liable for the performance of any taxation, contribution or accounting-related obligations arising in relation to making use of the Portal Services and the purchase and sale of Products.

Through the successful auction, a sale and purchase contract is made between the winning bidder (buyer) and the owner of the waste/secondary raw material (seller) which must be fulfilled by both parties according to the terms and conditions announced in connection with the auction, i.e. the appropriate quantity of goods in the appropriate quality specified in the auction must be made available to the seller within the scheduled deadline for delivery and the buyer must pay the purchase price. Title to the waste is transferred to the buyer upon payment of the purchase price.

It qualifies as non-performance or defective performance is the waste/secondary raw material is not delivered in the quantity and/or quality specified in the successful auction or it is not delivered at all. In case of non-performance by the seller, seller must pay default penalty to both the Operator and the winning bidder. He shall pay an amount equivalent to the Operating Commission to the Operator (3% of the purchase price) and an amount equivalent to 7% of the purchase price to the buyer. In case of defective performance, the rules according to Section 7.2.2 govern. Also, the Operator is entitled to exclude Users from the Platform that fail to perform or perform effectively.

If the buyer cancels the contract after the successful auction, he must pay the difference between the winning bid and the next bid as penalty to the Operator. If there was but one bidder involved in the auction, the winning bidder must pay an amount equivalent to 3% of the purchase price to the Operator and an amount equivalent to 7% of the purchase price to the seller as penalty.

6.6 Settlement of disputes related to trading

- 6.6.1 By registering a Partner, Users undertake to attempt to settle any disputes first in the amicable dispute settlement procedure conducted with the intermediation of the Operator as disclosed in the Portal within 10 working days. The purpose of the procedure that the Parties enter into a compromise agreement that is economically reasonable for every stakeholder through the participation of an impartial mediator.
- 6.6.2 By registering a Partner, Users undertake that following the unsuccessful expiry of this deadline, they shall submit to the exclusive jurisdiction of the Permanent Court of Arbitration functioning beside the Hungarian Chamber of Commerce and Industry, Budapest, in relation to transactions administered in the course of trading in between Partners and in relation to legal disputes related to commissions payable on trading transactions between a Partner and the Operator with the provision that the Court of Arbitration acts in accordance with its own procedural rules.
- The number of arbitrator(s) shall be one.
 - The Hungarian language shall be applied in the course of the procedure.
 - In the course of the procedure the rule on accelerated procedure (Procedural Rules Section 45) shall be applied.
- 6.7 Operator may not be obligated to participate in legal disputes between Users. Operator is, however, entitled to participate in the legal dispute of the Parties restricted to the disclosure of facts and information available to it and to take any or all action related to the operation of the Portal, which it deems to be necessary based on information learned in the course of the legal disputes.

7 FEES, PAYMENT OF FEES

7.1 Tariff

7.1.1 User registration in itself is free of charge

7.1.2 The tariffs disclosed in the Portal contain the fees for Partner registration, the commissions on transactions, the fee for dispute settlement procedures and any other fees and charges.

7.1.3 The Partners may deviate from the tariffs disclosed in the Portal on the basis of individual agreements.

The terms and conditions of individual agreements:

- the weight of the product offered for auction is below 1000 kg and/or its value remains below HUF 100,000,000,
- if the sale of the product requires a procedure outside the normal course of business channels due to the specific quality of the product offered, the quantity, the time expended and the specific changes in the cost ratio,
- if the annual quantity of the product offered for sale is fixed in advance,
- some individual need arises between the Parties in addition to those listed.

7.1.4 Operator is entitled to modify the tariffs unilaterally in accordance with the rules of amending these GTCS.

7.2 Payment of fees

7.2.1 Unless otherwise provided by in the tariffs, non-recurrent fees (e.g. Operator's commission) and recurrent fees shall be payable subsequently.

7.2.2 The payment of fees shall take place as follows:

Following a successful auction, the seller and buyer (the payer of the bill) of the waste/secondary raw material transaction, shall settle the purchase price and the Operator's commission as follows:

- a) The bill payer of the waste/secondary raw material transaction shall transfer 10% (ten percent) of the total purchase price of the transaction (increased by the general turnover tax) based on the pro-forma invoice issued by the Operator as a deposit to one or more bank accounts of the Operator indicated in the pro-forma invoice.
The part of the amount handled as a deposit by the Operator corresponding to the commission according to the tariffs shall guarantee the amount of the Operator's commission ("Operator's commission").
The remaining amount shall be the deposit payable by the bill payer in the course of the transaction, which serves as security for the entity entitled to the purchase price, which shall form part of the purchase price once paid.
- b) Within 1 working day after crediting the full amount of the deposit according point a) to the bank account of the Operator, Operator shall send the data of the owner of the waste to the bill payer, in view of the fact that the amount remaining over and above the securing the purchase price will be directly paid by the bill payer following the takeover of the waste and its qualitative and quantitative examination.
- c) Following the delivery of the waste/secondary raw material to the bill payer (or recipient designated by it) the bill payer shall carry out (or have the recipient carry out) the qualitative and quantitative examination of the waste and as a result of this, bill payer shall make a statement on accepting performance or on reporting an objection because of faulty performance at the latest by 18:00 hours of the working day (Hungarian time) following takeover (limitation period).

If the bill payer states that

- (i) he accepts performance, the Operator shall pay the full amount of the part of the deposit securing the purchase price to the other party within 2 working days from receipt of the statement (bill payer shall directly settle the remaining part of the transaction purchase price) and Operator shall be entitled to the full amount of the Operator's commission from the deposited amount.
- (ii) he requests price corrections in its objection according to this point c) because the quality and/or quantity of performance was not in accordance with the contract, but it does not wish to cancel the contract. The deficiencies indicated in the objection shall be indicated, the objection shall be justified and the facts submitted in the objection shall be substantiated. In such a case, the transferor/seller of the waste, the bill payer and the Operator shall have a trilateral meeting at a predefined date or in the absence of such a date at 11:00 hours of the 3rd (third) working day after the receipt of the objection at the seat of the Operator and examine the justification of the objection raised, if necessary, within an accredited process. In such a case, the amount specified as a result of the trilateral reconciliation (taking into account the accredited testing process) shall be paid to the transferor/seller, if necessary, also from the amount of the deposit held by the Operator in accordance with the agreement between the bill payer and the seller. Operator shall dispose of the amount of the deposit in accordance with the concordant instruction of the seller and the bill payer, or in the absence of such an

instruction, it shall keep the deposit until such an instruction is received, or act in accordance with point (iii) below, if the conditions thereof obtain.

If any amount from the part of the deposit securing the purchase price remains with the Operator, it shall transfer it back to the bill payer within 2 working days. In case of a price correction, the amount of the Operator's commission will also be adjusted accordingly with the provision that if the price is reduced, the amount of the commission due to the Operation shall not be less than 25% of the transaction purchase price value originally constituting the basis of the commission. The amount remaining from the commission part of the deposit (if any) shall be transferred back by the Operator to the bill payer as described above. Staying away from dispute resolution or failure to make the statements qualifies as waiver of rights.

- (iii) Indicates in the objection according to this point c) that it wishes to cancel the transaction on account of faulty performance. In such an objection, a statement shall be made that it wishes to cancel the transaction because owing to violation of the contract, it has no intention to take over the waste/secondary raw material with the outstanding deficiencies, not even with price adjustment. After this, by 18:00 hours of the 5th (fifth) working day following receipt of the objection (limitation period) an accredited testing protocol substantiating faulty performance must be submitted.

In the event of an objection and verification submitted within the limitation period, the transaction shall be terminated without any separate statement and the Operator shall transfer back the full amount of the deposit less the banking costs arising in the course of the banking transaction to the bill payer.

In the case of the failure of a transaction arising because of contract violation by the Seller, the Operator shall be entitled to bill the amount of the Operator's commission to the Seller as penalty and Seller shall pay it to the Operator.

- d) In the case of hazardous waste where the bill payer is the owner of the hazardous waste, the above rights and obligations shall be due to and borne by the recipient of the waste. Thus, in particular:
- The recipient of the hazardous waste may make the objection according to point c) above within the deadline indicated, but the bill payer transferor of the hazardous waste shall notify the Operator of the fact of delivering the waste at the latest by 18:00 hours of the working day following the transfer (to make a statement on that in the Portal).
 - The recipient of the hazardous waste is entitled to make the statements according to sub-points (i)–(iii) of point c) above and the rights described therein (price adjustment, cancellation) shall also be due to him.
 - Payment shall be made to the recipient if the recipient accepts performance of the transaction by statement or implicitly.
- e) If the bill payer fails to make a statement within the deadline, or submits an objection that is deficient – not in accordance with these GTCS – the transaction shall be regarded as performance in accordance with the contract.

7.3 Miscellaneous rules

In the absence of a separate express provision the Operator and the Partners shall communicate with one another exclusively in the Portal and exclusively the statements, notifications and certificates uploaded to the appropriate interfaces of the Portal shall be regarded as communicated to the other. Statements made outside the Portal to the Operator shall have no effect and no rights may be founded on them.

Stipulating the price of the waste during the auction, its rate and value for money is the responsibility of the seller in every case. The Operator does not assume any liability for the purchase price developed in the course of a successful auction.

Waste offered to be sold through auction shall not be sold outside the auction. Selling outside the auction may imply immediate suspension or exclusion reserving the right to claim damages. In such a case, the Operator shall be entitled to the amount corresponding to the full Operator's commission as penalty, which it shall bill to the seller.

With regard to times, the own time of the Portal shall govern.

Partner shall take note and accept that the Operator does not warrant and shall not be held liable for the continuous operation of the Portal (100% accessibility), thus it is the task and responsibility of the Partners to make sure that the inaccessibility of the Portal or any of its function should constitute as lower risk as possible in the course of administering communications related to transactions.

The Parties take note that Operator does not check the content of statements and does not examine their content or their compliance. All that the Operator checks is whether the statement formally complies with the provisions of this section and the requirements set forth in the Portal with regard to the given statement. Unless otherwise provided by these GTCS eventual legal disputes related to performance shall be settled by the Partners directly, while Operator shall act in accordance with the provisions of these GTCS.

Seller and buyer shall take note that the Operator based on his own considerations and without having to give reasons may suspend or exclude either party from the system without incurring any additional liability.

7.4 Billing, delay

7.4.1 The Operator shall send a pro-forma invoice on the deposit and the eventual additional fees and charges and issue the invoice once the pro-forma invoice has been actually paid. The given Partner shall be indicated as "buyer" in the invoice. The Operator shall not pay an interest on the amounts handled as deposit.

The Operator shall be under an obligation to issue the final invoice once the transaction is completed and the amount of the commission (adjusted commission) falls due to the Operator.

The due date for the payment of the pro-forma invoice/invoice shall not be longer than 5 calendar days from the date of the invoice.

7.4.2 In the event of delay in payment, the Operator shall be entitled to a penalty for delay and a flat rate collection fee in accordance with the Hungarian Civil Code.

7.4.3 In the event of delayed payment, the Operator is entitled to suspend access by the Partner by unilateral notification until the debt is fully paid up.

If the delay exceeds 30 calendar days (relative to the payment due date indicated in the invoice or pro-forma invoice), the Operator is entitled to cancel the contract with the Partner (delete its registration).

8. TERMINATION, CANCELLATION

8.1 Cases of termination. The contract between the Operator and the Partner shall be terminated, if

8.1.1 The Partner does not accept a modification of the GTCS;

8.1.2 If the User or the Partner terminate the contract according these GTCS concerning the use of the Portal by deleting its/his registration. In this case, the Operator shall terminate the contract also by deletion;

8.1.3 Operator may terminate the contract without giving reasons with at least a 30-day notice, while termination in the case of the violation of the contract by the User/Partner may come into force even with immediate effect, by unilateral notification.

If a written individual contract came into being between the Parties, termination becomes effective only if the terminating Party notifies the other Party in writing by registered letter or delivered by courier.

Once deleted, all rights cease to exist with immediate effect.

8.2 The legal consequences of termination

8.2.1 By deleting registration, the User/Partner loses access to those parts/rights of the Portal, for which the deleted registration authorised him/it. The provisions of the Privacy Policy govern the safekeeping of the data.

8.2.2 The Partner shall be excluded from the auctions in progress at the time of deletion, but with regard to any won/successful auctions in which the Partner is a buyer or a seller, he shall bear the obligations and have the rights that is the deletion does not affect the effectiveness of the contract coming into being as a result of the auction.

8.3 Disclosure.

The User and the Partners take note and agree to the Operator disclosing the deletion of their registration in the Portal (without giving its reasons). By this disclosure, the fact of the deletion shall be regarded as notified and the User shall check the list of deleted Partners.

9 PROVISIONS CONCERNING OPERATION

9.1 With a view to implementing its objectives, the Operator set up, operates and maintains the Portal and continuously develops it (e.g. by adding new functions) at a schedule specified by it. The Portal is an IT system capable of recording and tracing those using the Services, the individual commercial transactions, the decisions and instructions of the Users and in general, the use of the functions provided by the Portal by the individual participant.

9.2 The Operator endeavours to render the IT system and its functions continuously available to the Partners and to reduce the number and period of unforeseeable system breakdowns to the minimum. The Operation shall schedule tasks of operation and maintenance concomitant with scheduled stoppage of the system outside ordinary working hours as far as possible, and shall notify the Partners thereof by e-mail to the addresses given by them, or in the form of a notification within the Portal (e.g. "engine room message").

Operator shall ensure that the IT tools and equipments running the Portal represent the most up-to-date technological level reasonably available that the reasonable bandwidth necessary for access be available and that their physical and logical access should always be linked to the appropriate authorisation and protected from network attacks and computer viruses, and that the stored data be regularly saved.

Beyond this, the Operator does not warrant the accessibility of the Portal and the Services, their freedom from error or the loss of the data stored by it. Thus, the Operator excludes its liability, in particular:

- (a) for any kind of error found in the internet network, stoppage and the consequences of attacks and viruses arriving through the internet,
- (b) technical errors caused by the Partners,
- (c) ensuring internet access for the Users,
- (d) furthermore, excludes its liability vis-à-vis the Parties for any indirect or consequential damage arising from breach of the intellectual property rights of third persons.

9.3 Error reports and complaints can be reported either by using the **feedback** function of the Portal or by e-mail at the following address:

info@recytrader.com

The Operator will not necessarily send receipt confirmation on error reports, but will investigate the error within the shortest possible time within its own scope of authority and if an error is found, its debugging will begin within the shortest possible time.

The Operator receives written statements (e.g. termination), documentation, etc. at the following mailing address:

Recycling Market Korlátolt Felelősségű Társaság

1095 Lecher Ödön fasor 3. Building C, House No. 2, 3rd floor

9.4 Liability

To the fullest extent possible under legislation, the Operator excludes its liability for indirect or consequential damage, thus in particular for loss of profits, loss of revenue, stoppage, loss of data, breach or reduction of “goodwill”.

In view of the fact that the Operator has not exercised editing rights and it is not possible to check every piece of information, the Operator shall not be held liable vis-à-vis Users and Partners for the genuineness, accuracy or truth of any information, data or documents published in the Portal, particularly by other Users/Partners, and/or any damage costs or detriment to anyone arising from the absence of any of these.

Only the publisher shall be liable for content published or made accessible by the Users/Partners, including any material or non-material damage arising because of or in relation to such content. No illegal content, product, service, statement or call that breaches directly or indirectly the rights of third persons or legal regulations may be published in the Portal.

If a third person, authority or court of justice makes a claim or launches a procedure in relation to content, product, service published or made accessible in the Portal, the publisher, User/Partner shall undertake to reimburse all the costs and expenditures and damages arising in relation to such claims or procedures.

Partner and User take note that Operator selects the IT services provided on the basis of these GTCS and their functionality based on its own consideration under his own responsibility with a view to achieving its own business purposes, thus Partner and User participate in making use of the Services provided in the Portal based on their own decision, following consideration of the terms and conditions and risks incorporated in these GTCS.

The Operator shall be liable exclusively for compliance with legal regulations according to the governing law applicable to the IT services and Portal operation provided in accordance with these GTCS and to its own activities.

The Operator declares that its registration with the competent authority has been affected.

10 CLOSING PROVISIONS

The Operator reserves the right to check compliance with the provisions of these GTCS. In the event of non-compliance with the provisions, the Operator reserves the right to ban, in full or in part, access by any User or Partner or to suspend the Services for the Party concerned.

Ultimately, the Operator shall have the discretionary right to delete the registration of a User or Partner.

The Operator shall be entitled to unilaterally modify these GTCS with prior notification of the Parties in accordance with the rules governing the modification of the GTCS.