

Addendum to the FedEx Express Terms and Conditions of Carriage for Europe, effective from June 1, 2021

Section A)

1. (1) Application

- 1.1. FedEx Express Terms and Conditions of Carriage Europe (Conditions) and also the provisions of FedEx Express Hungary Terms and Conditions (the Addendum) shall be applied to the carriage contract of Shipments tendered to FedEx Express Hungary Kft. in Hungary. In this case carriage contract is made by and between the Sender and **FedEx Express Hungary Kft.** registered under the law of Hungary by the Registry Court of the Metropolitan General Court under no.: 01-09-381339 and with a registered seat of 1185 Budapest, BUD Nemzetközi repülőtér II. Logisztikai Központ - Irodaépület. 283. ép., Hungary.
- 1.2. In the event of a conflict between the Conditions and the Addendum the following order of priority will be followed:
 - (a) the Addendum
 - (b) the Conditions.
- 1.3. Addendum and Conditions applicable to the Shipment shall be made available for the Sender by FedEx while Sender shall read and agree to such Addendum and Conditions expressly until the Shipment is tendered to FedEx.
- 1.4. In case the Shipment has to be deemed a postal shipment (Postal Shipment) under the valid legal regulations of the Hungarian "Postal Act" which is currently the Act No. CLIX of 2012 on postal services, General Terms and Conditions of Postal Services of FedEx Express Hungary Kft. shall be applied to the postal service contract.
- 1.5. If the Shipment to the carriage contract is registered in the Electronic Public Road Trade Control System (EKÁER) of the National Tax and Customs Administration under the Hungarian law, the Sender or Recipient (whichever is required to register the Shipment in EKÁER) as a principal may hire FedEx to record the registration number of the motor vehicle used for the road transport of Shipment in the EKÁER Number database. If FedEx performs this Service for the principal, a separate service contract will be made between the parties and General Terms and Conditions of Fedex Express Hungary Kft. for Fulfilling A Registration Number-Tracking Agency Relating To EKÁER (Electronic Public Road Trade Control System) Numbers (EKÁER GTC) will be applied to this contract which terms are detailed in Section B to this Addendum.
- 1.6. Even if waybill is filled out earlier carriage contract to the Shipment detailed in the waybill enters into force between the Sender and FedEx when the Shipment is tendered by the Sender to FedEx.

2. (6) Billing

- 2.1. The Sender or if the payer of the invoice is a third person, the Sender acting for and on behalf of the payer agrees that electronic invoices will be issued by FedEx.
- 2.2. Unless defined in the invoice otherwise by FedEx invoices for duties, taxes and other related Charges are payable upon receipt.

3. (24) Subcontracting – Should the whole or a part of the Services be subcontracted the Services include intermediated services.

4. **(31) Governing Law and Jurisdiction.** Those disputes and legal procedures which aims to collect any Charges (including fuel and other surcharges) or duties, taxes or other fees for FedEx from any person obliged to pay any of these payable amounts under the Conditions or the Addendum shall be subject to the laws and courts of the country where this person has a domicile or a registered office.

Section B

GENERAL TERMS AND CONDITIONS OF FEDEX EXPRESS HUNGARY KFT. FOR FULFILLING A REGISTRATION NUMBER-TRACKING AGENCY RELATING TO EKÁER (ELECTRONIC PUBLIC ROAD TRADE CONTROL SYSTEM) NUMBERS (EKÁER GTC)

FedEx Express Hungary Kft (registered office: 1185 Budapest, BUD Nemzetközi repülőtér II. Logisztikai Központ - Irodaépület. 283. ép., Hungary, company registry number: Cg. 01-09-381339) (the 'FedEx') agrees in accordance with the provisions of these EKÁER GTC for the Principal to record the registration number of the motor vehicle used for the road transport of consignments in the EKÁER Number database of the National Tax and Customs Administration (the 'NAV') for the available EKÁER Numbers associated with their consignments forwarded by road transport.

(I) DEFINITIONS

- (a) 'EKÁER' means the Electronic Public Road Trade Control System defined in Section 7(14) of Act CL of 2017.
- (b) 'EKÁER Number' means the number generated by the Electronic Public Road Trade Control System under Section 7(15) of Act CL of 2017.
- (c) 'Principal' means the taxpayer with an EKÁER Number the consignment of whom or which is transported by road by FedEx or one of its contractual partners.
- (d) 'Consignment' means a consignment dispatched by the Principal or arriving to the Principal as consignee, which is transported or forwarded in whole or in part by FedEx or any of its contractual partners, and for which the Principal is legally obliged to request an EKÁER Number.
- (e) 'Motor Vehicle' means the motor vehicle on which FedEx transports the Principal's Consignment.
- (f) 'NAV' means the National Tax and Customs Administration.
- (g) 'Service Contract' means the specific contract concluded between the Principal and FedEx as agent under these EKÁER GTC.

(II) Subject-matter of the EKÁER GTC

These EKÁER GTC regulate the Service Contract individually concluded between the Principal and FedEx, on the basis of which FedEx is entitled, in lieu and on behalf of the Principal, to mark the registration number of the Motor Vehicle transporting the Consignment among the EKÁER Number details specified by the Principal in the NAV's database from time to time in accordance with the actual transport situation.

(III) Registration

1. In order to conclude the Contract, the Principal shall register on the www.ekaer.tnt.hu website and shall provide the following details during registration:
 - (a) Principal's name (company name);
 - (b) Principal's tax number;
 - (c) Principal's registered office;
 - (d) FedEx customer number (if available);
 - (e) Principal's EKÁER administrative contact person;
 - (f) email address of the contact person in point (e);
 - (g) phone number of the contact person in point (e);
 - (h) password for point (f).If the Principal does not have a FedEx customer number, FedEx shall, after registration, make it available to the Principal in an electronic message sent to the email address specified in point (f).
2. During registration, the Principal shall read the provisions of these EKÁER GTC and shall indicate in the appropriate place as its own contractual statement that it is aware that the provisions of these EKÁER GTC are applicable to the Service Contract, which it has read and become familiar with, and it has no provision the individual discussion of which it would request from FedEx.
3. After making a declaration on the EKÁER GTC, the Principal shall send the details recorded during registration to FedEx electronically via the website under Section 1. FedEx will send a confirmation of the registration so received to the Principal in an electronic message sent to the email address specified in Section 1.(f).

(IV) Conclusion of Service Contract

4. The Principal shall request an EKÁER Number for the Consignment on the webpage of the NAV adopted for this purpose. When requesting the EKÁER Number, the Principal shall authorize FedEx as forwarding agent to modify the registration number of the Motor Vehicle transporting the Consignment in the EKÁER Number details belonging to the Consignment with respect to the Consignment.

5. In order to conclude the Service Contract, the Principal may initiate the conclusion of the Service Contract by entering the email address specified in Section 1.(f) and the password associated with it (see: Section 1.(h)) at the link www.ekaer.tnt.hu. In order to conclude the Service Contract, the Principal shall provide the following details to FedEx:
 - (a) FedEx consignment number(s) of the Consignment;
 - (b) EKÁER Number of the consignment;
 - (c) if, during the performance of the Service Contract, it does not want to designate the person specified in Section 1. as the EKÁER administrative contact person for the Service Contract, it shall specify the name, email address and phone number of the contact person with respect to the given Service Contract.The Principal shall send the details so provided electronically to FedEx via the website as its offer statement made for the conclusion of the Service Contract, provided that it has indicated in advance at the appropriate place as its own contractual statement whereby it is aware that the provisions of these EKÁER GTC apply to the Service Contract, which it has read and become familiar with, and it has no provision the individual discussion of which it would request from FedEx.
6. After registration, FedEx will accept the Principal's offer for the conclusion of the Service Contract in an electronic message sent to the email addresses specified in Section 1.(f) and, if available, Section 5.(c). The Service Contract shall be concluded when FedEx sends this electronic message.

(V) Term of Service Contract

7. The Service Contract shall be concluded from the date of its conclusion until FedEx participates in the forwarding of the Consignment and until its statutory obligation to report the Consignment to the EKÁER system exists. After this, the Service Contract shall terminate without any further provision.
8. The Service Contract shall terminate without any further provision after 48 hours from the time of its conclusion if FedEx or a contractual partner of FedEx does not accept the Consignment for transport or forwarding within 48 hours of the conclusion of the Service Contract.

(VI) Tasks to be performed by FedEx under the Service Contract

9. Under the Service Contract, FedEx shall, upon receipt of the Consignment by FedEx or a contractual partner of FedEx, mark the registration number of the Motor Vehicle transporting or forwarding the Consignment in the EÁKER Number database of the NAV belonging to the Consignment from time to time between the dates when the Consignment is transported or forwarded within the state borders of Hungary. FedEx shall strive to always assign current registration number data to the EKÁER Number of the Consignment, but due to the repeated transshipment of the Consignment and possible delays in the information flow associated with it, it may well occur that the registration number of the Motor Vehicle provided by FedEx for the EKÁER Number of the Consignment does not reflect the actual situation.
10. The Principal is aware and accepts that FedEx will not be able to fulfil its contractual obligations in the event that the EKÁER system of the NAV is out of operation or if connection with it is not provided for any reason.
11. FedEx shall primarily send the statements required under the Service Contract to the Principal with electronic messages sent to the Principal's email address specified Section 1.(f) and, if available, its email address specified in Section 5.(c) and not provided with a transmission report. If necessary, FedEx will also attempt to contact the Principal by telephone, during which it will attempt to reach the Principal's contact person specified in Section 1.(e) or, if available, Section 5.(c) on the phone number specified in Section 1.(g) or, if available, on the phone number specified in Section 5.(c).
12. The Principal acknowledges that FedEx is not able to verify whether the Principal reads its electronic messages sent under these EKÁER GTC.
13. FedEx will fulfil its obligations under the Service Contract in respect of the Consignment from Monday to Saturday from 0 a.m. to 24 p.m.

(VII) Liaison with FedEx during performance of the Service Contract

14. If the Principal wishes to contact FedEx in order to perform the Service Contract, it may do so by sending an electronic message from the email address specified in Section 1.(f) or, if available, from the email address specified in Section 5.(c) to the email address hu.ekaer@tnt.hu, where such electronic message shall be accompanied by the signature of the contact person assigned to the sending email address. The electronic message so sent is considered by FedEx as the Principal's written statement in connection with the Service Contract. FedEx will disregard electronic messages sent from other email addresses or signed by another contact person or messages sent to an email address other than hu.ekaer@tnt.hu during the performance of the Service Contract.
15. It is also possible to contact FedEx on the following phone numbers: +36 (1) 885 4584 and +36 (1) 885 4585; however, the Principal may not refer to statements made during the individual telephone conversations as evidence in the event of a dispute.

16. Liaison under this chapter is possible from 8.00 a.m. to 6.30 p.m. on business days.

(VIII) Remuneration of FedEx

17. Remuneration for the activities of FedEx under the Service Contract for the forwarding of the Consignment shall be accounted for in a fee charged by FedEx or the contractual partner of FedEx, so FedEx will not charge a separate fee for it to the Principal.

(IX) Principal and FedEx's liability

18. The Principal warrants that its details provided for the purpose of registration and for concluding the Service Contract are true. FedEx shall not be liable if, due to the incorrectness of the details provided, the communication related to the performance of the Service Contract becomes frustrated or impeded or the Service Contract cannot be performed in whole or in part for this reason. The Principal shall indemnify FedEx for any damage or shall exempt FedEx from all claims against it if any of its details provided for registration or the Service Contract is untrue or its content is inaccurate and if it violates any of the provisions of these EKÁER GTC or the FedEx sustains damage in any form due to the Principal's unlawful conduct.

19. Subject to the provisions of Chapter V, FedEx is not liable if the registration number of the Motor Vehicle recorded in the EKÁER Number details belonging to the Consignment at a given time does not correspond to the registration number of the Motor Vehicle actually transporting the Consignment and, for this reason, the Principal or, with regard to the Principal, another third party suffers legal prejudice. If, for this reason, a third party claims damages or lays other claims against FedEx, the Principal shall exempt FedEx from such claims and shall be fully liable for such claims instead of FedEx or, if it is not possible to do so, shall reimburse FedEx for any claim enforced.

20. FedEx shall not be liable in any form for damages sustained by the Principal due to the fact that FedEx is unable to maintain continuous contact with the Principal or a third party enforces a claim against it in relation to this on other grounds.

21. Unless otherwise provided in these EKÁER GTC, if the FedEx commits a breach of contract in respect of the Service Contract, the Principal may only claim compensation for its proven costs related to the conclusion of the Service Contract as damages, the amount of which may not exceed HUF 20,000, and the Principal shall not be entitled to claim compensation for any other damages in any form, especially any loss of profit or loss.

(X) Final provisions

22. Only the provisions of these EKÁER GTC shall apply to the Service Contract, so any possible oral or written agreement of the Parties shall be disregarded in respect of the Service Contract unless the Parties expressly agree in writing on the application of such agreement.

23. The place of conclusion of the Service Contract made under these EKÁER GTC is the registered office of FedEx at any time.

24. The processing of personal data related to registration and any Service Contract shall be governed by the provisions of the Privacy Policy of FedEx, which are available at <https://www.fedex.com/en-hu/privacy-policy.html>.

25. The provisions of these EKÁER GTC shall be in force as of 1st April 2019.

26. These EKÁER GTC and their possible amendment available in the www.fedex.hu website, during the Principal's registration, and before the submission of each offer for the conclusion of a Service Contract.