

OÁZIS KFT.
GENERAL TERMS AND CONDITIONS ("GTC")

1) Application of the GTC

- a) The legal relationship between the parties shall be governed by the provisions of both the individual contract and the GTC. In the event of any conflict between a provision of the individual contract and a provision of the GTC, the provision of the individual contract shall prevail.
- b) The Service Provider shall enable the Customer to familiarise themselves with the contents of the GTC prior to the conclusion of the individual contract. The GTC shall form part of the contract between the Parties upon acceptance by the Customer.
- c) These GTC shall enter into force on 15 September 2026, and their provisions shall apply to individual contracts concluded thereafter.

2) The plant overwintering service

- a) As part of the winter storage service, the Service Provider shall ensure that frost-sensitive plants owned by the Customer are housed in temperature-controlled greenhouses and are properly cared for and protected during the winter period, including regular watering in accordance with the requirements of the specific species throughout the duration of the winter storage, as well as two chemical plant protection treatments.
- b) Any additional services, such as pruning or repotting plants, are available for a separate fee; the Service Provider will provide a written quotation for these upon request.
- c) Depending on the species, the Service Provider will place the plants in a cold frame (0–5°C) or a greenhouse (12–18°C) to ensure the appropriate temperature conditions for each species. The following plants are overwintered in a cold frame: oleander, bougainvillea, Chinese windmill palm (*Trachycarpus fortunei*), citrus plants, rhododendrons. The following plants are overwintered in a warm greenhouse: Phoenix palm, Butia palm, hibiscus.
- d) The Service Provider, as the party with the relevant expertise, is entitled to decide whether a cold frame or a warm greenhouse is required for the overwintering of a particular plant.
- e) The Service Provider shall inform the Customer, and the Customer acknowledges, that in the Hungarian climate, plants requiring overwintering will survive the winter, however, they remain dormant during the overwintering period and do not develop or grow; shoot development occurs during the growing season once they are removed from the overwintering facility. Certain species may shed some or even all of their foliage (e.g. bougainvillea, sundavillea, citrus trees, and other flowering Mediterranean plants). Changes resulting from these natural processes shall not form the basis for any claim under the statutory warranty for defects or for compensation.

3) Plants excluded from the plant overwintering service

- a) The Service Provider does not undertake to overwinter the following plants:
 - annual plants, e.g. geraniums, begonias, lantanas
 - tropical flowering plants, e.g. Adenium, Frangipani, Mandevillea, Sundevillea
 - Extra-exotic fruits, e.g. Natal plum, avocado
 - cacti and succulents (small varieties)
 - perennial (winter-hardy in our climate) grasses

4) Preparing the plants for handover

- a) The Customer is obliged to prepare the plants for overwintering before handing them over to the Service Provider. Preparation for overwintering includes the following:
 - i) pruning back oleanders, bougainvillea, evergreens and flowering Mediterranean plants,
 - ii) removing the inflorescences from oleanders,
 - iii) spraying against overwintering pests,
 - iv) replacing any broken pots.
- b) The Service Provider shall not be liable for any damage resulting from a failure to carry out the above preparatory work, whether under the statutory warranty for defects or for damages.

- c) The Customer is not obliged, but it is recommended that the Customer attach labelled tags to the plants in such a way that the adhesive and the writing do not become waterlogged. It is also recommended that the Customer tie together the foliage of more fragile species to protect it from any breakage or damage that may occur during transport.
- d) Upon request, the Service Provider undertakes to carry out the above preparatory work for an additional fee; in the event of such a request, the Service Provider shall provide the Customer with a written quotation.

5) Handover and condition assessment of the plants

- a) The handover of plants shall take place at the Service Provider's nursery in Soroksár (1237 Budapest, Meddőhányó utca 3–5) at a time agreed in advance by the Parties. The handover of the plants is only possible at a pre-arranged time; the Service Provider does NOT provide the facility for the automatic collection of the plants during the opening hours of Soroksári Oázis.
- b) The Customer is obliged to hand over the plants to the Service Provider in a healthy and satisfactory condition.
- c) The Service Provider is entitled to refuse to accept a particular plant if it:
 - i) is visibly heavily infested with pests, and the Customer does not agree to bear the additional cost of chemical plant protection treatment on top of the service fee;
 - ii) is suffering from a disease that may endanger other plants;
 - iii) the plant's pot or container is damaged, and the damage jeopardises the safe storage of the plant;
 - iv) the plant variety has been excluded from overwintering;
 - v) the Service Provider deems the plant to be problematic for other reasons upon receipt;
 - vi) the Customer does not accept the Service Provider's decision regarding the method of storage (cold store/greenhouse).
- d) Upon receipt of the plants, the Service Provider attaches an individual identification tag to each plant, carries out a detailed condition assessment and takes photographs of the plants, which serve to clarify any subsequent disputes. The following details are recorded in writing upon receipt:
 - i) the size of the plants,
 - ii) any visible damage or health issues (e.g. pests, fungal infections),
 - iii) the condition of the plants' pots (e.g. broken pots, damaged saucers),
 - iv) the actual area occupied by the plants in square metres, on the understanding that the area occupied by the plants is to be taken as the projection of the foliage.
- e) The documents drawn up during the handover shall be signed by both parties, and each party shall receive one copy.
- f) The actual measurement of the area takes place upon the Service Provider's acceptance of the plants. In the case of plants delivered on pallets, the Service Provider is entitled to rearrange any plants that are packed too densely in order to protect them. The Service Provider undertakes to provide the service only with the spacing specified by it.
- g) The risk of damage passes from the Customer to the Service Provider at the time of the Service Provider's acceptance of the plants.

6) Release and inspection of plants

- a) The Customer is obliged to remove the plants from the Service Provider's premises within 15 days of the expiry of the plant overwintering service. Should the Customer fail to do so, i.e. should there be a delay in the removal of the plants, the risk of damage shall pass to the Customer from the time of such delay. The risk of damage shall also pass to the Customer at the above-mentioned time if the plants are not removed by the deadline because the Service Provider is withholding them due to the Customer's delay in payment.
- b) Upon handover of the plants, the Parties shall jointly inspect the condition of the plants, comparing it with their condition at the time of acceptance, and shall document this in writing. The documents drawn up shall be signed by both Parties, and each Party shall retain one copy.

7) Transport and loading

- a) Unless otherwise agreed by the Parties, the delivery of the plants to and from the site, as well as their unloading from and loading onto the means of transport, shall be the responsibility of the Customer.
- b) Upon request, the Service Provider undertakes to carry out the transport and loading either itself or through a subcontractor, subject to a separate fee; in the event of such a request, the Service Provider shall provide the Customer with a written quotation.

8) Service fee, storage fee, terms of payment

- a) The service fee is calculated on the basis of the area occupied by the plants (square metres), as follows:
- b) Cold frame (min. 0–5°C): **28,000 Ft (22,047 Ft + VAT)/m²/wintering period**
- c) Warm house (min. 12–18°C): **39,000 HUF (30,709 HUF + VAT)/m²/winter storage period**
- d) If the Customer fails to collect the plants within 15 days of the expiry of the rental period, the Service Provider shall charge a storage fee of 5,000 HUF/m² + VAT for every 30 days or part thereof, applicable to both cold houses and warm houses. The Service Provider shall also be entitled to a storage fee in the event that the plants are not collected by the deadline because the Service Provider is withholding them due to the Customer's late payment. The Service Provider shall issue an invoice for the storage fee on the first day of each 30-day period commenced, with a payment deadline of 8 days.
- e) If the Customer fails to collect the plants within 15 days of the expiry of the plant overwintering service, the Service Provider shall be entitled to treat the plants, together with the pots and saucers, as waste; in such a case, the Customer shall not be entitled to make any claim for compensation against the Service Provider, shall be obliged to reimburse the Service Provider for any incidental costs, and shall not be exempt from paying the Storage Fee incurred.
- f) Payment of the service charge and any other charges shall be made by the Customer against an invoice (advance invoice, final invoice) issued in accordance with the applicable accounting rules.
- g) In the event of late payment, the Customer shall be liable to pay interest on arrears. If the Customer is classified as a business, the rate of interest on arrears shall be the central bank base rate in force on the first day of the calendar half-year affected by the delay, plus 8 per cent; in all other cases, the rate of interest on arrears shall be equal to the central bank base rate in force on the first day of the calendar half-year affected by the delay. When calculating interest, the central bank base rate in force on the first day of the calendar half-year affected by the delay shall apply for the entire duration of that calendar half-year.
- h) If the Customer is classified as a business, in the event of late payment the Service Provider shall be entitled, in addition to the interest on arrears, to a flat-rate collection fee equivalent to 40 euros, calculated as a forint amount based on the official mid-market exchange rate of the Hungarian National Bank in force on the first day of the delay.

9) Liability for Damages

- a) The Service Provider shall not be liable for damages if the damage was caused by unforeseeable circumstances beyond its control, and it could not reasonably have been expected to avoid such circumstances or prevent the damage. Circumstances causing such damage but excluding liability for damages include, in particular:
 - i) natural disasters (earthquakes, fires, floods, lightning strikes);
 - ii) extremely severe weather conditions;
 - iii) certain political and social events (war, revolution, uprising, sabotage, embargo);

- iv) government measures that render it impossible for the Service Provider to fulfil its contractual obligations;
- v) serious operational disruptions occurring outside the Service Provider's control (e.g. a disruption at a utility provider or in the utility network causing a serious power cut)
- b) The Service Provider's liability for damages arises from damage resulting from the failure to carry out care and maintenance tasks or from performing them without due care ('care errors'), in particular damage resulting from watering errors and from failure to maintain an appropriate temperature.

- c) Where the Service Provider's liability is established, the Service Provider – given that its principal activity is the trade in ornamental plants – may decide at its discretion whether to replace the damaged or dead plant or to compensate for the damage in cash. The time limit available to the Service Provider is 15 days from the date the damage is discovered. The Service Provider shall inform the Customer, and the Customer acknowledges, that the basis for calculating compensation is the value of the plant in question at the time of delivery, rather than the market value of a newly purchased plant.

- d) Changes occurring as a result of the plant's natural dormant cycle, such as the falling of leaves or the loss of flowers, shall not be considered damage.

- e) The Service Provider accepts no liability for plants planted in containers without adequate drainage.

10) Amendment and termination of the contract

- a) The contract may be amended or terminated in writing by mutual agreement.
- b) The parties are not entitled to terminate the contract unilaterally.

11) Method of making legal declarations; communication between the parties

- a) The Parties are obliged to make any legal declarations relating to the contract and affecting its essential content in writing and with a signature. A written declaration may also be communicated by sending it to the email address specified in the individual contract, with the signed declaration attached as a PDF file.
- b) Communication between the Parties shall primarily take place by email. Electronic correspondence between the Parties shall be conducted with delivery reports enabled. The time of delivery of an email message shall be the time stated in the delivery report, provided that the time stated in the delivery report falls within working hours (on working days from 08:00 to 17:00). If the time stated in the delivery report falls outside working hours, the time of delivery shall be deemed to be 08.00 on the following working day.

12) Miscellaneous

- a) The Parties shall endeavour to settle any disputes between them first by amicable means and, failing that, through the courts. In the event of legal proceedings, the matter shall be heard by the court with jurisdiction and competence.
- b) In matters not governed by the individual contract or these General Terms and Conditions, the provisions of Act V of 2013 on the Civil Code (the 'Civil Code') shall apply.

13) Amendment or repeal of the GTC

- a) The Service Provider is entitled at any time to unilaterally amend or repeal the GTC.
- b) Any amendment to or repeal of the General Terms and Conditions shall not affect contracts concluded prior to such amendment or repeal; the provisions of the General Terms and Conditions in force at the time the individual contract was concluded shall continue to apply to such contracts.

Signatures:

Service Provider: _____
Date: _____

Customer: _____
Date: _____