

ROSSMANN MAGYARORSZÁG KFT. GENERAL TERMS AND CONDITIONS

(effective from 1 January 2023)

Preamble

ROSSMANN Magyarország Kft. (seat: 2225 Üllő, Zsaróka út 8.; company registration number: 13-09-088090) endeavors to improve its cooperation with its supplier partners in all areas. ROSSMANN is introducing a new technical solution to improve cooperation and to ensure accurate, predictable, and fast delivery and receipt of goods while reducing waiting times for suppliers. The new technical solution makes supply more predictable for the supplier as well as ROSSMANN.

1. The effect of the general terms and conditions

- 1.1. The provisions of present general terms and conditions apply to the goods to be distributed by ROSSMANN as the Customer and to the commercial relationship between the supplying partner and the User in connection with the use of the Quicklog internet-based Time Slot booking system.
- 1.2. Deviations from the provisions of these general terms and conditions may be made only by a separate written agreement between the User and the Customer.
- 1.3. The terms and conditions of present general contract are deemed to be a contract concluded by electronic means, it is not filed by the Customer and does not constitute a written contract.
- 1.4. These general terms and conditions are issued for an indefinite period. ROSSMANN reserves the right to modify these general terms and conditions, which will be published at least 15 days in advance on <https://rossmann.trucksarrival.com/>.

2. Definitions

- 2.1. **Time Slot:** a time-interval – delivery window- during which the orders are received by ROSSMANN. The time window that is part of the Time Slot does not include the duration of the administrative service related to the delivery of the goods.
- 2.2. **Supplier:** foreign and Hungarian companies, other organizations and individual entrepreneurs selling goods to ROSSMANN under a contract.
- 2.3. **Parties:** the Customer and the User together.
- 2.4. **User:** the supplying partner or the carrier in the case of carriage by a third party engaged by the supplying partner.

- 2.5. **Carrier:** a third party transporting the goods ordered by ROSSMANN from the Supplier on behalf of the Supplier.
- 2.6. **Customer:** ROSSMANN Magyarország Kft. (seat: 2225 Üllő, Zsaróka út 8.; company registration number: 13-09-08890).
- 2.7. **Quicklog:** the Quicklog internet-based Time Slot booking system.
- 2.8. **ROSSMANN:** ROSSMANN Magyarország Kft. (seat: 2225 Üllő, Zsaróka út 8.; company registration number: 13-09-08890).

3. The use of Quicklog system, registration

- 3.1. The use of Quicklog system is optional, the Customer does not enforce the Users to use said system. If the ordered products are delivered to ROSSMANN without using the Quicklog system, they will be delivered on a first-come, first-served basis depending on the Customer's capacity; therefore, increased waiting time for the delivery of the goods will be expected. If the Quicklog system is used, ROSSMANN undertakes to arrange the receipt of the goods loaded and packed on the means of transport in accordance with the agreement of the Parties during the period of the Time Slot booked by the Customer. The User shall arrange the delivery in such a way that the User will have performed the administrative services related to the acceptance of the goods by the beginning of the Time Slot booked and is ready for unloading on the ramp specified by ROSSMANN.
- 3.2. The Quicklog time slot system is cloud-based. The software may be accessed using a computer with an internet connection and a modern browser.
- 3.3. Reservation of a Time Slot is subject to prior registration in the Quicklog system at the following link: <https://rossmann.trucksarrival.com/>. During the registration, the User is required to provide the following data: company name, name, e-mail address, company tax number, company/individual entrepreneur's headquarters, password. The data provided may be modified later.
- 3.4. The Customer shall activate the User's account within 24 hours from the registration and notify the Registrant about it by means of a message sent to the e-mail address provided by the User. The User may book a Time Slot after the activation of its account.
- 3.5. Depending on who actually transports the goods ordered by ROSSMANN, both the Supplier and the Carrier commissioned by the Supplier are entitled to register in the Quicklog system and to book a Time Slot.

4. Booking a Time Slot

- 4.1. Booking of a Time Slot is subject to the time schedule of the performance.
- 4.2. In order to book a Time Slot, the User shall provide the marks of nationality and number plates of the transport vehicle and the towed unit, the order number and the number of pallets to be delivered.
- 4.3. The User may book a Time Slot for the day(s) of performance specified in the order(s) placed by ROSSMANN, by selecting the desired calendar day(s) and time(s) under the menu item "Request Time Slot". A Time Slot may only be booked for a working day and

may be selected between 6:00 am and 10:00 pm. The times shown are in Central European Time (CET).

- 4.4. The Quicklog system calculates the optimum time for delivery on the basis of the data provided by the User for the shipment.
- 4.5. It is possible to book Time Slots for several delivery dates for different orders in a single booking. If the User has assigned several order numbers for one vehicle, even from several different business partners, the Quicklog system allows for the possibility to combine these orders, in which case only one Time Slot reservation is required.
- 4.6. A maximum of one vehicle may be assigned to one Time Slot.
- 4.7. After a Time Slot has been booked, the Quicklog system indicates that the booking has been successful and confirms the plate number, order number, booked calendar day and Time Slot. The issued confirmation may be downloaded from Quicklog at any time by the User, however, the User has no obligation to present or keep it. The Time Slots previously booked by the User and their details may be viewed in Quicklog at any time thereafter.
- 4.8. If the User subsequently wishes to modify or cancel the reservation of a Time Slot, the Customer must be notified thereof via the "Chat" window integrated into the Quicklog system. The modification or cancellation of a Time Slot may be initiated by the start date of the booked Time Slot at the latest.
- 4.9. The User shall cancel its reservation in accordance with the rules set out in Section 4.8 if the User sees that it has become impossible to fulfil the obligation to deliver the goods at the time booked.
- 4.10. If the User fails to appear at the premises of ROSSMANN or is late and has not modified or cancelled the previously reserved Time Slot, the User shall pay the fee set forth in Section 5.1. In the event of cancellation of a Time Slot reservation, the reservation fee set forth in Section 5.1 will be refunded by ROSSMANN by crediting it to the User's Quicklog balance.

5. Billing and payment

- 5.1. The booking of a Time Slot in the Quicklog system is subject to a fee payable by the User placing the booking, which is 2 EUR + VAT per booking (i.e. 2.54 EUR in total). The VAT payment obligation applies only to taxable persons who are liable to pay VAT under the legislation in force.
- 5.2. The Quicklog system has a credit card payment module operated by SimplePay, which may be used to top up the balance of Users with active access registered in the system. The User may view the balance in Quicklog at any given time. Before booking, the User must top up the balance with an amount of choice, which may be selected from a drop-down menu. Each time, SimplePay sends a receipt of the replenishment of the balance to the User, to the e-mail address provided at the time of registration. At the same time, ROSSMANN will send the User an advance payment invoice for the top-up via the system of szamlazz.hu. If the balance is not topped up, no booking may be made. ROSSMANN is not liable for any damage incurred by the User due to the User not having topped up the balance, not

arriving at the time booked, providing incorrect information and Quicklog therefore calculating an inadequate time for the receipt of the goods.

- 5.3. The parties agree on periodic invoicing for the booking of the Time Slots in the Quicklog system, and ROSSMANN acts in accordance with the provisions of Section 58 (1) of *Act CXXVII of 2007* in force. Accordingly, costs related to the booking will be invoiced monthly, in aggregate. By the first day of the month following the month in question, the Customer will aggregate the number of the User's bookings made for the previous month and will send an invoice for the amount of the fee calculated on the basis of the aggregated number to the User, to the electronic contact e-mail address provided, on the understanding that the amount shown on the invoice has already been paid in advance by the User.
- 5.4. Any unused balance at the end of the month may be carried over to the following period and used freely. If the Supplier ceases its activities, the unused balance will be returned to the User.

In the event of cancellation of a booked Time Slot, the cost of the booking will be refunded to the User and credited to the User's balance in Quicklog.

6. Final provisions

- 6.1. The present General Terms and Conditions are drawn up in Hungarian and English. If there are any discrepancies, the Hungarian text prevails. The Privacy Policy is an integral part of the present General Terms and Conditions. In matters not covered by this contract, the provisions of the supply contract between ROSSMANN and the Supplier applies *mutatis mutandis*, with the proviso that the use of the Quicklog system or the discontinuation or termination of its use will not affect any provision of the agreement between ROSSMANN and the Supplier (which will continue to bind the contracting parties under the conditions agreed between the parties).

The amendment to these General Terms and Conditions effective from 1 January 2023 affect the Time Slot reservation fee set out in Article 5.1. The fee applicable after the amendment will apply to reservations made on and after 1 January 2023.