

Iktatószám/Reg.nr.: 1133/3-1/2020

Tárgy/Subject: call for offers to supply the KEFAG Zrt. with nails for its pallet production

Előadó/Contact: raisza@kefag.hu

Melléklet/encs.: Draft contract

Kecskemét, 25.March 2020.

Dear Supplier,

Herewith we issue our inquiry for the supply of our two sawmills with nails in the second quarter of the current Year 2020.

We ask our suppliers to fill in all the yellow fields of the draft contract enclosed. With his signature Supplier confirms the terms of the draft contract, and commits himself to undersign the final contract if his quotation is accepted.

Buyer (i.e. the company KEFAG Zrt.) is free to choose the supplier on the basis of the offers, whereas Buyer is enabled to assign two or more companies to supply his locations, or even to invalidate the whole call for offers.

Supplier submits his offer in the way of sending the signed draft contract on paper (2 exemplars in a sealed envelope) via post office to the following address:

Árpád Raisz
KEFAG Zrt.
Kecskemét
József Attila u. 2
H-6000

Deadline for the reception of the offer is: 07. April 2020.

Buyer is doing his best, to inform all the participants about the result on the 08. April 2020..

With best regards:



Árpád Raisz
leader of the woodworking dep.

SUPPLY-CONTRACT

This agreement is between:

KEFAG Zrt.
6000 Kecskemét, József A. u. 2.
Hungary
EU VAT Nr.:HU 11032883
bank account :K&H Bank Rt 10402506-25008366-00000000
tel: ++36-76/510-421; fax:++36-76/ 328-318; E-mail: raisza@kefag.hu; okopal@kefag.hu;
fodorm@kefag.hu; kanyob@kefag.hu
further as **PURCHASER**

and:

company name:
Address:.....
.....
Bank:
Konto-Nr.:
IBAN:
SWIFT:
Contact:
further as : **SUPPLIER**

It is hereby agreed as follows:

1. Objective of the agreement

Upon assignment of the Purchaser, Supplier produces and delivers nails, necessary for the activity of the Purchaser. Details can be read in the following sections.

Quality, tolerance of dimensions: according to EPAL, UIC, and national standards

Packaging: in 500-1000 kg units on disposable pallets,

Price, quantity:

Type of nail	pieces/kg	€/kg	Quantity in kg			€
			Jánoshalma	Bugac	Total	
EPAL ring nail 34x90*			13 000	8 000	21 000	
EPAL ring nail 34x70*			6 000	9 000	15 000	
EPAL ring nail, 2,8x 40*			-	6 000	6 000	
Ring nail 31 x 80**			4 000	-	4 000	
Ring nail 31 x 60			-	-	-	
Ring nail 34 x 40**			-	-	-	
Smooth nail 31 x 70			-	-	-	
Total		-	23 000	23 000	46 000	

** Supplier declares, that the signed nails have valid EPAL certifications throughout the whole period of this agreement. Supplier has to inform the Purchaser immediately if one or more of his certifications should be withdrawn or expired. Thickness of 3,3 is accepted instead of 3,4 if in accordance with the supplier's certification.*

***34x40 ring nails without EPAL certification and sign. Head diameter not less than 7,5mm.*

These are net prices (without VAT), including the packaging and costs of delivery to the locations of the Purchaser in Bugac and Jánoshalma. Delivery is on charge of the Supplier. Prices do not include the costs of customs clearance, which is on charge of the Purchaser.

Supplier is enabled to buy pallets from Purchaser. Price of the pallets are:

- EPAL pallets: **6,9 €/pcs** (only from Jánoshalma)
- UIC-EUR pallets: **6,9 €/pcs**

Pallets are kiln dried and IPPC treated. Prices are „ex works” prices, without taxes, loaded on truck. If Supplier intends to buy pallets, from the list above, Supplier has to fix the following details at least **two weeks before delivery**.

- type of pallets,
- amount of pallets,
- type of blocks (solid or agglomerated),
- from which sawmill,
- stacked normally or nested together,

In case Supplier needs any special type of pallet, differing from the above mentioned, Parties shall agree separately.

2. Period of the agreement

This agreement is valid for the period **15.April 2020. – 30.June 2020.**

Any of the two parties can immediately denounce this agreement, if the other party performs an act against the rules of this agreement, in that extent, that the support of the contract is no more possible for the party at disadvantage.

3. Delivery

The quantity given in the first section is to be delivered upon the demand of the Purchaser, as following:

To sawmill Bugac:

(Delivery and billing adress:
KEFAG Zrt. Bugaci Erdészeti
Felsőmonostor 545.
H-6114)

34x 90 EPAL ring nail.....8 000 kg

34x70 EPAL ring nail.....9 000 kg

28x40 EPAL ring nail..... 6 000 kg

Delivery on the 19th week (beginning with the 04.May 2020.)

To sawmill Jánoshalma:
(Delivery and billing adress:
KEFAG Zrt. ÖKOPAL Raklap Üzem
Jánoshalma
Kisszállási út 10
H-6440)

34x 90 EPAL ring nail.....	13 000 kg
34x70 EPAL ring nail.....	6 000 kg
28x40 EPAL ring nail.....	-
31x80 ring nail.....	4 000 kg

Delivery on the 20th week (beginning with the 11. May 2020.)

The items of delivery should be precised 2 weeks before delivery.
If shipment delays, Purchaser is enabled to prefer a claim of damage, ariseing from the default.
Furthermore, in case of delay, Purchaser is authorised to validate a penalty of 130 €/day, but altogether not exceeding 10% of the total value of the shipment.

Delivery is fullfilled on lorries of 22-23 tons carrying capacity.

Optionally, Purchaser is enabled to buy 22 tons in addition to the items above on the prices given in the table. These prices are valid until the end of **June 2020**.

3. b. EKAER number

The Purchaser is obliged to apply for an EKAER number at the Hungarian authority for each and every delivery in order to keep the Hungarian legal regulations on electronic road transportation control. The Supplier is obliged to supply the following data for this purpose:

- *name and VAT ID of the consignor*
- *loading address*
- *unloading address*
- *designation of the goods*
- *customs tariff number*
- *gross weight*
- *value of goods*
- *licence plate number of the transport vehicle (truck and trailer separately) and nationality.*

The Supplier is obliged to send the above data to all of the following e-mail addresses: raisza@kefaq.hu; okopal@kefaq.hu; kanyob@kefaq.hu

The Purchaser is obliged to apply for the EKAER number upon these data. The vehicle can cross the border only in possession of a valid EKAER number. The Purchaser cannot apply for an EKAER number from 12:00 a.m. on Fridays till 7:20 a.m. on Mondays and on national holidays. Crossing the border and transporting goods on the territory of Hungary without a valid EKAER number will result in sanctions, in which case a default penalty may be imposed amounting up to 40% of the value of the transported goods and in addition the authority is entitled to seize the transported goods as a security. In case that a sanction is imposed due to defaulting the Supplier undertakes to refund the amount of the penalty imposed and to make up for other costs and damages of the Purchaser incurred related to the defaulting within 5 days after the written request of the Purchaser.

4. Responsibility, complaints

Supplier bears the responsibility of the work fulfilled. Purchaser has to inform Supplier about quality claims in written form. On the other hand, Supplier has to inform Purchaser about the method of settlement - also in written form.

Purchaser has to store the disapproved nails separately until the settlement of the complaint. Both parties shall use their best endeavours to resolve by agreement any dispute between them with respect to quality complaints.

Supplier bears the responsibility for damages arising from the delivery of wrong quantity or substandard quality nails, either at Purchaser or at a third party.

5. Invoicing

Each delivery is to be invoiced separately. The invoices are to be paid 30 running days after delivery. The packing list is sent together with goods. Original of the invoice is sent by mail. Purchaser can pay in time, only if the invoice is arriving 10 days before its expiry.

Invoices are accepted, if all attachments confirming the items of the invoice are handed over.

In case of default paying, Supplier is enabled to add the default interest of annually 13 %.

In case Supplier buys pallets from Purchaser, CMR has to be stamped by the Supplier and sent electronically back to the Purchaser immediately after arriving of the goods at the destination. Reason for that is, that Purchaser has to prove, that goods have left the territory of Hungary. If the CMR hasn't been returned in the mentioned way, Supplier assumes to bear all the juridical and financial consequences.

Pallet lots are invoiced separately. Payment shall be done by compensation with the invoice of nails. If there is no open invoice for nails, the invoice for pallets is to be paid 30 running days after delivery. All terms and conditions are the same as for the payment of nails.

6. Disclosing, Arbitration

According to the hungarian law CXXII of 2009 regulating the more economic running of public enterprises, Purchaser is obligated to disclose on his website the following data of this agreement:

- Title of the agreement („supply-contract”)
- Objective of the agreement („delivery of nails for pallet production”)
- Name of the parties („..... / supplier – KEFAG Zrt./purchaser”)
- Period of the agreement (datum)

- Total net sum of the agreement (totals of agreements signed with the same partner within one year shall be added together)

Each Party agrees that it will keep secret all other confidential and proprietary information and will not intentionally disclose such information to anyone except as may be reasonably necessary for the performance of each Party's duties under this agreement. Disclosure of confidential information to a third party is only enabled if agreed between Purchaser and Supplier in written form.

Parties agree to handle all personal data according to the **Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and in particular according to the chapter II., part 6., section (1)/f of the above mentioned Regulation 2016/679.**

Concerning issues not regulated in this agreement, the Hungarian Law is accepted as authoritative.

Both parties shall use their best endeavours to resolve by agreement any dispute between them with respect to any matter relating to this agreement.

Any dispute which cannot be resolved by agreement shall be settled finally and exclusively by arbitration conducted in the Hungarian language in Kecskemét city (Court of Kecskemét city, or Court of Bács-Kiskun County).

7. Miscellaneous

Purchaser assumes to inform Supplier on time about conditions influencing the quantity of nails needed.

Supplier is working together with Purchaser to improve the technology, and does her best to decrease the cost of nails.

When this agreement comes into force (15 April 2020.), former contracts of the parties expire automatically.

The parties below agree to comply with the terms of this agreement as set out in the above sections:

Kecskemét,, 07. April 2020.

.....
Ferenc Sulyok CEO
On behalf of the purchaser
KEFAG Zrt.

.....
name.....
On behalf of the supplier
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