

Iktatószám/Reg.nr.: *1133/10 - 4/2020*

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

Előadó/Contact: [raisza@kefag.hu](mailto:raisza@kefag.hu)

Melléklet/encs.: Draft contract

**Kecskemét, 8 December 2020.**

Dear Supplier,

Herewith we issue our inquiry for the supply of our two sawmills with nails in the **first quarter** of the forthcoming Year 2021.

We kindly ask our Suppliers to fill in all the yellow fields of the draft contract enclosed. With her/his signature Supplier confirms the terms of the draft contract, and commits herself/himself to undersign the final contract if her/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 her/his offer in the way of sending the signed draft contract electronically to the following e-mail address:

[raisza@kefag.hu](mailto:raisza@kefag.hu)**Deadline for the reception of the offer is: 14 December 2020.**

Buyer is doing his best, to inform all the participants about the result by the 15 December 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 : OTP Bank NyRT. 11763323-65144888; SWIFT: OTPVHUHB

tel: ++36-76/510-421; fax:++36-76/ 328-318; E-mail: [raisza@kefag.hu](mailto:raisza@kefag.hu); [okopal@kefag.hu](mailto:okopal@kefag.hu);

[fodorm@kefag.hu](mailto:fodorm@kefag.hu); [kanyob@kefag.hu](mailto: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 Purchaser, Supplier produces and delivers nails, necessary for the activity of 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, EUR or EPAL pallets. Amount of EUR and EPAL pallets should be noted on the lading bill and interchanged (sent back) accordingly.

**Prices, quantities:**

Type of nail	pieces/kg	€/kg	Quantity in kg			€
			Jánoshalma	Bugac	Total	
EPAL ring nail 34x90*			16 000	10 000	26 000	
EPAL ring nail 34x70*			12 000	9 000	21 000	
EPAL ring nail, 2,8x 40*			6 000	4 000	10 000	
Ring nail 31 x 80**			12 000	-	12 000	
Ring nail 31 x 60			-	-	-	
Ring nail 34 x 40**			-	-	-	
<b>Smooth nail 31 x 70</b>			-	-	-	
<b>Total</b>		-	<b>46 000</b>	<b>23 000</b>	<b>69 000</b>	

*\* Supplier declares, that the signed nails have valid EPAL certifications throughout the whole period of this agreement. Supplier has to inform 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.*

*\*\* 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 Purchaser in Bugac and Jánoshalma. Delivery is on charge of Supplier. Prices do not include the costs of customs clearance, which is on charge of Purchaser.

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

- EPAL pallets: **6,7 €/pcs** (only from Jánoshalma)
- UIC-EUR pallets: **6,7 €/pcs**

Pallets are kiln dried and IPPC treated. Prices are „ex works” prices, without taxes and environmental product fee, 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 **01 January 2021. – 31 March 2021.**

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 Purchaser, as following:

To sawmill Bugac:

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

34x 90 EPAL ring nail.....10 000 kg

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

28x40 EPAL ring nail..... 4 000 kg

Delivery on the 6<sup>th</sup> week (beginning with the 08 February 2021.)

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

First delivery:

34x 90 EPAL ring nail.....8 000 kg  
34x70 EPAL ring nail..... 6 000 kg  
28x40 EPAL ring nail.....3 000 kg  
31x80 ring nail..... 6 000 kg

Delivery on the 2<sup>nd</sup> week (beginning with the 11 January 2021.)

Second delivery:

34x 90 EPAL ring nail.....8 000 kg  
34x70 EPAL ring nail..... 6 000 kg  
28x40 EPAL ring nail.....3 000 kg  
31x80 ring nail..... 6 000 kg

Delivery on the 11<sup>th</sup> week (beginning with the 15 March 2021.) **Please note, that the 15 March is a national holiday in Hungary, with no taking over of goods at that day, and no application for EKAER Nr..**

The items of delivery should be precised 2 weeks before delivery.

If shipment delays, Purchaser is enabled to prefer a claim of damage, arising from the default. Furthermore, in case of delay, Purchaser is authorised to validate a penalty of 130 €/day, but not exceeding 10% of the total value of the shipment.

Delivery is fulfilled 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 **March 2021**.

3.b. EKAER number

*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. 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.

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

*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. 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 Supplier undertakes to refund the amount of the penalty imposed and to make up for other costs and damages of Purchaser incurred related to the defaulting within 5 days after the written request of 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 influenceing 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 December 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, ..... December 2020.

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

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