

GENERAL TERMS AND CONDITIONS



I. Service Provider's details

Company name:SEFAG Erdészeti és Faipari Zártkörűen Működő RészvénytársaságRegistered office:7400 Kaposvár, Bajcsy-Zsilinszky utca 21.Company registration number:14-10-300060Tax number:11227003-2-14

II. General provisions

1. These "General Terms and Conditions" (hereinafter: "GTC") regulate the use of the hunting services offered by the Service Provider. For the purposes of these General Terms and Conditions, hunting services (hereinafter: "hunting services") are defined as all services related to the hunting of game, which are included in the hunting contract.

2. Individual terms and conditions do not form part of these GTC, but do not preclude the conclusion of separate, specific agreements with travel agents, tour operators, with different terms and conditions for each specific transaction.

3. The Service Provider reserves the right to regulate the use of the hunting services and its services in certain force majeure situations, such as official measures, natural disasters, epidemics, by means of additional general instructions, published on the website of the Service Provider and available to all, in addition to these GCTC.

III. Contracting Parties

1. The hunting services provided by the Service Provider shall be used by the hunting guest.

2. If the order for hunting services is placed directly with the Service Provider by the hunting guest, the representative of the hunting group (hereinafter: "Guest") shall be the person who places the order for the hunting services for the guest or group (joint reservation by at least 2 persons). The Service Provider and the Guest together, if the conditions are fulfilled, become contracting parties (hereinafter: "Parties").

3. If the order for the hunting services is placed with the Service Provider by a third party (hereinafter: "Agent") on behalf of the Guest, the terms of cooperation shall be governed by the commission agreement or agency agreement concluded between the Service Provider and the Agent for one year or an indefinite term. In this case, the Service Provider is not obliged to verify whether the third party legally represents the Guest.

4. The Contract concluded by the Parties is not transferable to a third party.

IV. Method and conditions of use of the hunting service

1. The Service Provider shall provide hunting opportunities on its hunting grounds for domestic and foreign Guests. Domestic hunting services may be used only by Hungarian citizens over 18 years of age with a valid hunting weapon and weapon possession permit, or by foreign citizens over 18 years of age with a hunting weapon possession permit valid in their place of residence who hold a valid hunting permit.

2. The Service Provider will always send a written offer in response to the Guest's or the Intermediary's oral or written request for an offer. To prepare the offer, the Guest is required to provide the following information: name, telephone number, e-mail address, hunting service requested. If no confirmation of a specific order and/or reservation is received from the Guest/Intermediary within 14 days of the offer sent or within the other period of validity indicated in the offer, the Service Provider's obligation to make an offer on the subject matter shall cease.

3. After the acceptance of the offer, the Service Provider shall conclude a hunting contract with the Guest (hereinafter: "Contract"), which is valid only if it is in writing and signed by both parties. Any modification and/or amendment of the Contract with the Guest shall require a written agreement signed by the Parties. Any verbal order, agreement, modification or oral confirmation of the same by the Service Provider shall not be deemed to be a contract.

4. The Contract for the use of the Hunting Service is for a fixed term. If the Guest permanently leaves the grounds before the expiry of this fixed period, the Service Provider is entitled to resell the hunting service.



5. The extension of the use of the hunting service initiated by the Guest requires the prior written consent of the Service Provider.

6. Foreign Guests may only hunt in Hungary with a Hungarian hunting permit. The hunting permit shall be applied for by the Service Provider, together with the hunting liability and accident insurance, for a fee, at the Somogy County Hunting Chamber through the Client Portal. The permit may be valid for a minimum of 30 days or a maximum of one year. The Guest shall send a copy of the documents required for the application (passport or identity card, domestic hunting licence, EU firearms pass, domestic hunting liability insurance in Hungarian) to the Service Provider by e-mail.

If the Guest uses the services of an Intermediary for hunting, the Intermediary will apply for the Hungarian hunting permit for the Guest at the competent county hunting chamber and will send the permit number to the Service Provider.

7. Based on the data of the Hungarian hunting permit issued, the Service Provider shall notify the Agricultural Department, Land Cultivation Unit of the Somogy County Government Office of the use of hunting services by the foreign Guest through the Company Portal at least 24 hours before the start of the hunting service.

8. In the hunting areas of the Service Provider, individual hunting may only be pursued in the company of professional hunters and the Guest may only take game that has been certified as huntable by the escort.

9. Game that has been wounded but not taken down is considered to have been taken. The Guest shall pay the price indicated in the Hunting Price List for the weight of trophies estimated by the professional hunter accompanying him for the wounding of a game. If the wounded game is taken down during the hunting service, the full price shall be payable. If the game found only after the Guest has left, the Guest must pay the balance of the total price minus the price of the wounding of the animal, and can take possession of the trophy only then.

V. Trophy, trophy handling

1. The trophy of the taken down game belongs to the Guest who took it, and the hides and meat of the game can be purchased by the Guest who took it at the price indicated in the current valid hunting price list (hereinafter: "Hunting Price List").

2. By signing the Contract, the Guest acknowledges that the size of the trophy indicated in the Contract is only a guide value and that, therefore, in the event of the acquisition of a trophy smaller or larger than the size of the trophy indicated in the Contract, the Guest shall be obliged to pay +/-15% of the size of the trophy indicated in the Contract. If the difference in weight is greater than this, the price to be paid must be agreed separately between the Service Provider and the Guest.

3. The Service Provider is obliged to prepare and judge the trophies of the game taken down.

4. A trophy that is determined to be an abnormal by the National Trophy Judging Committee is considered an abnormal trophy.

5. Guests must take all trophies with them, if possible, after the payment of the invoice. At the request of the Guests, the Service Provider will arrange for the transport of the trophies home for a fee.

VI. Prices

1. In addition to the information provided in the Contract, the Guest will be informed of the price of the hunting services by the Service Provider prior to the commencement of the service.

2. The hunting services of the Service Provider are sold on the basis of the Hunting Price List. By ordering the hunting service, the Guest acknowledges that the prices of other hunting services (accommodation, catering, etc.) used during the hunting service include the cost of flexible time adjustment in accordance with the nature of the hunting service.

3. The Service Provider has prepared individual, area-specific offers for big game co-hunting, which will be sent to the Guest or the Intermediary upon request.

4. The Service Provider's current hunting service prices and discount offers-are also available on sefaghunting.com.

5. The current Hunting Price List is an integral part of the Contract.

6. The published prices include VAT as defined by law. The Service Provider shall, upon prior notice, pass on to the Contracting Party any additional charges due to changes in the applicable tax law (VAT).



7. The Service Provider may change its advertised prices without prior notice if there are good reasons for doing so. For the purposes of these GTC, such good reasons shall be deemed to include, but not be limited to, changes in the EUR exchange rate (deviation of +/- % from the EUR exchange rate in the Hunting Price List for more than one month), increases in transport costs (e.g. increases in fuel prices), increases in taxes for certain services, etc. If the Guest has booked a service in writing and the Service Provider has confirmed it in writing, the Service Provider cannot change the price.

VII. Promotions, discounts

All current offers and discounts are published on the Service Provider's website sefaghunting.com and other individual sales channels.

VIII. List of game shot

1 The quality and quantity of game species taken during the hunting service and the services used are recorded in the list of game shot (hereinafter: "list of game shot"). The Guest's obligation to pay includes all kills, wounds and other services used which are recorded in the list of game shot, irrespective of whether they are specified in the Contract. The accuracy of these data is acknowledged and certified by the signature of the Guest and the representative of the hunting ground.

2. The list of game shot is the basis for the final invoice. Any wishes or objections of the Guest shall be recorded in list of game shot. The Service Provider shall not take into account any comments or complaints not included in the list of game shot.

IX. Methods of payment

1. The Guest is obliged to pay for the hunting service on the spot in cash or by the payment method specified in the Contract (bank transfer). If the Guest pays in cash on the spot, a proforma invoice will be issued to confirm receipt of the payment. A final invoice will be issued at a later date and will be sent to the Guest by e-mail or post. The invoice will be issued in HUF or EUR for domestic Guests and in EUR for foreign Guests. When the invoice is issued in HUF, the middle exchange rate of the MNB on the last day of the hunting service will be used as the basis for invoicing.

2. When the hunting service is paid by bank transfer, the Guest is obliged to transfer the amount to the Service Provider's bank account after departure, unless otherwise agreed in the individual agreement with the Service Provider. If the payment is made by bank transfer, the payment for the hunting service shall be made to the following bank account number: HUF 10918001-00000036-96850003, EUR 11763433-18447886-00000000

3. The costs associated with the use of any payment method shall be borne by the Contracting Party.

X. Advance payment terms and conditions

1. The Service Provider may request an advance payment of part or all of the amount payable for the hunting service in order to guarantee the use of the hunting service under the Contract and the payment of the consideration. The requirement to pay the advance and the amount and the payment method shall be set out in the offer or, in the case of an intermediary, in the confirmation of the reservation or in the Contract.

2. The amount of the advance payment shall be 50 % of the estimated value of the hunting service. The Guest acknowledges that, due to the nature of the hunting service, the amount of the advance payment may differ from the 50% to be calculated on the basis of the actual value of the hunting service. If the Service Provider requests an amount for the advance payment that differs from the aforementioned 50% rate, it shall be stated in the offer or, in the case of an Intermediary, in the confirmation of the reservation and in the Contract.

3. Unless otherwise agreed by the Parties, the deadline for payment of the advance shall be the day following the signing of the Contract or, in the case of Intermediaries, ten calendar days following the date of the confirmation of the reservation. Method of the advance payment: bank transfer, the costs of the advance payment shall be borne by the Contracting Party. Upon receipt of



the advance payment, the Service Provider shall issue an advance invoice and send it electronically or by post to the Contracting Party or the payer. The Intermediary shall pay an advance for the hunting service on the basis of the Advance Request Letter sent by the Service Provider. If the advance payment is made by bank transfer, the amount of the advance must be paid to the following bank account number: HUF 10918001-00000036-96850003, EUR 11763433-18447886-00000000.

XI. Cancellation and amendment terms and conditions

1. If the hunting service has not yet been completed, the reserved hunting service may be cancelled (hereinafter: "cancellation") in writing. The date of receipt of the cancellation by the Service Provider shall be the date of cancellation.

2. Unless otherwise specified in the Contract, in the case of cancellation by the Guest, the conditions for cancellation, except in case of force majeure, are as follows:

- the hunting service is cancelled 60 days before its start: 100%
- the hunting service is cancelled between 59 and 30 days before its start: 60%
- the hunting service is cancelled from the 29th days before its start: 0%

advance shall be refunded to the Guest or the payer.

In such cases, the Service Provider will not claim any further compensation from the Guest.

3. In the event of cancellation by the Service Provider or force majeure, 100% of the advance paid shall be refunded to the Guest or the person who paid it, without interest, or, at the option of the Guest/Intermediary, the advance paid by the Guest/Intermediary may be used for a hunting service at a later date agreed by the Parties. No further claim for compensation may be made against the Service Provider beyond that amount.

4. In case of group hunting for big game, if the group uses the hunting service with fewer people than the number of persons indicated in the Contract, the Service Provider is entitled to the amount per person per day indicated in the offer attached to the Contract.

XII. Refusal to perform the Contract, termination of the hunting service obligation

1. The Service Provider shall be entitled to terminate the Contract with immediate effect and thus refuse to provide hunting services if the Guest is under the influence of alcohol and/or a substance that adversely affects their hunting ability or is otherwise not in a fit state to hunt safely.

2. If the Contracting Party has secured the use of the hunting services by advance payment or by other means provided for in the Contract and does not arrive by 24:00 local time on the day of arrival or does not give notice of arrival later, the Service Provider shall charge the hunting service fee for the given day as a penalty. If the Guest fails to arrive by 12:00 noon on the day following the day of arrival, the Service Provider's obligation to provide hunting services shall cease. In this case, the Service Provider shall be entitled to the full amount of the hunting service charge as stipulated in the Contract and the hunting service may be resold by the Service Provider.

XIII. The Guest's rights

1. The Guest has the right to hunt the game specified in the Contract and/or to use the other hunting services at the designated place for the fee specified in the Hunting Price List and/or the Contract.

2. The Guest may complain about the performance of the hunting services provided by the Service Provider during the stay at the Service Provider. During this period, the Service Provider undertakes to deal with any complaint made in writing and received certifiably (and verbal complaints recorded in the Service Provider's records). The Service Provider will handle any complaints individually. The Guest may make a complaint in writing to the following address and contact details:

SEFAG Zrt. Address: 7400 Kaposvár, Bajcsy-Zsilinszky u. 21. Postal address: 7400 Kaposvár, Bajcsy-Zs. u. 21. Phone: +36-82/505-105 E-mail: <u>sefag-labod@sefag.hu</u>



The Service Provider shall investigate the written complaint in accordance with Act CLV of 1997 on Consumer Protection.

XIV. The Guest's obligations

1. All Guests shall be obliged to familiarize themselves with the current Hungarian hunting regulations before using the hunting service, to comply with them in full and to comply with the instructions of the hunting guide during the hunting service. In case of taking down protected or unauthorized game species, the Guest shall act in accordance with the relevant legislation and shall be financially liable for the consequences stated in the relevant legislation. If the Guest behaves in a manner unbecoming of a hunter, the professional hunting guide is entitled to terminate the hunting service. For this reason, the Guest shall be obliged to pay the Service Provider the full amount of the hunting service that has been cancelled, together with any additional costs that may result, including the payment of the Service Provider's proven damages resulting from this.

2. The Guest shall be obliged to pay for the hunting services provided by the Service Provider by the payment deadline specified in the invoice issued and sent to them.

3. The Guest is responsible for ensuring that children under the age of 18 who are under the responsibility of the Guest stay in the hunting grounds only under the supervision of an adult.

4. The Guest shall be liable for all damages and losses suffered by the Service Provider due to the fault of the Guest, the Guest's companion, the Guest's dog or any other person under the Guest's responsibility (including any damage caused to a third party due to the fault of the Guest, the Guest's companion, the Guest's dog or any other person under the Guest's responsibility, which is claimed against the Service Provider). Any damage caused by the Guest, the Guest's dog, their companion or any other person under their responsibility, whether negligently or intentionally, shall be compensated by the Service Provider to the person who caused the damage.

5. Any damage caused by the Guest during a hunting trip within the framework of the hunting service shall be settled at the expense of the Guest's liability insurance. This insurance does not cover the possible killing of protected game.

6. The Guest must immediately report any damage they suffered to the Service Provider and provide the Service Provider with all the necessary information to clarify the circumstances of the damage, possibly for the purpose of a police report/police procedure.

XV. Responsibility of the Service Provider for the success of the hunting service

By signing the Contract, the Guest acknowledges that the Service Provider cannot guarantee the taking of the game species specified in the Contract, the desired size and weight of the trophies, and that no compensation or refund of the hunting service price can be claimed in this respect. The Guest is always responsible for the shot. If the hunting guide has authorised a shot at a game, the game may be shot. However, the actual decision to shoot shall be made by the Guest. Should the Guest decide to shoot, they will bear all consequences (fouling, wounding, trophy size/quality).

XVI. The Service Provider's rights

1. If the Guest does not fulfil the obligation to pay the fee for the services used or ordered in the Contract but not used by the deadline indicated on the invoice, the Service Provider shall first send a written reminder to the Guest, and if the debt still prevails, the Service Provider shall refer the matter of the legal recovery of the amount to his legal representative.

2. We reserve the right to make obvious errors, programme and price changes in the Hunting Price List and on sefaghunting.com.

XVII. The Service Provider's obligations

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1. The Service Provider's obligation is to provide the hunting services ordered under the Contract to the Guest in accordance with the applicable regulations.

2. The Service Provider is obliged to investigate the written complaint of the Guest and to take the necessary steps to solve the problem, to record them in writing and to inform the Guest about them.



XVIII. The Service Provider's liability for damages

1. The Service Provider shall be liable for any damage suffered by the Guest as a result of loss, damage or destruction of the Guest's belongings, if the Guest has placed them in a place designated or normally designated by the Service Provider or has handed them over to an employee of the Service Provider who was entitled to accept them.

2. The Service Provider's liability does not extend to damages caused by an unavoidable cause beyond the control of the Service Provider's employees and Guests, or caused by the Guest themselves.

3. The Service Provider shall be liable for valuables, securities and cash only if it has expressly accepted the goods for safekeeping or expressly refused to accept them for safekeeping, or if the damage has been caused by a cause for which it is liable under the general rules. In this case, the burden of proof is on the Guest. The Service Provider is also not liable for damages resulting from improper use.

XIX. Confidentiality

In fulfilling its obligations under the Contract, the Service Provider shall act in accordance with the provisions of Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information (hereinafter: "Privacy Act").

XX. Privacy

1. The Service Provider attaches great importance to the protection of personal data in its activities. In any case, the personal data provided to us will be processed in compliance with the legislation in force, ensure their safety, take the technical and organisational measures and establish the procedural rules necessary to comply with the relevant legislation.

2. In the course of the Service Provider's activities, the Service Provider uses the users' data exclusively for contracting, billing and its own advertising purposes in accordance with the Privacy Act.

3. Data processing is subject to the General Data Protection Regulation (GDPR) of the European Union and national laws. The Service Provider's Privacy and Data Security Policy is available at http://sefag.hu/tarsasag/altalanos-informaciok/kozerdeku-szabalyzatok.

XXI. Force majeure

1. No cause or circumstance for which either of the Contracting Parties is responsible, which arises after the conclusion of the Contract or prior to the conclusion of the Contract, but which is unforeseeable and beyond the control of the Contracting Parties (e.g; war, fire, flood, adverse weather conditions, power shortage, strike, epidemic, occurrence of official/governmental restrictions) over which the Party has no control (force majeure) or which directly prevents that Party from performing its obligations under the Contract shall relieve either Party from performing its obligations under the cause or circumstance exists.

2. The Parties agree that they will use their best endeavours to minimise the possibility of these causes and circumstances occurring and to remedy any damage or delay caused thereby as soon as possible.

3. In the event of non-availability of the Hunting Service due to force majeure, the Parties shall either agree on a new date within 12 months of the original booking for the provision of the Hunting Service or, if either Party notifies the other Party in writing that it is unable to provide the Hunting Service at another date, the Contract shall terminate immediately upon unilateral declaration by either Party to that effect.

4. If the performance of the hunting services provided for in the Contract has become impossible due to force majeure, neither Party shall be liable for damages, the Parties shall be obliged to settle accounts with each other for the hunting services performed up to that date, and the Parties shall be exempted from the performance of hunting services that cannot be performed due to force majeure.



XXII. Place of performance of the Contract and the applicable law and competent court in the Parties' legal relationship

1. The place of performance of the Contract shall be the place where the Guest uses the hunting services of the Service Provider.

2. The legal relationship between the Parties shall be governed by the provisions of Hungarian law.

3. In matters not regulated in these GCTC the relevant Hungarian legislation, in particular the provisions of the currently effective Civil Code, shall apply.

4. In the event of a legal dispute, the Parties agree on the exclusive jurisdiction of the Kaposvár District Court or the Kaposvár Regional Court, depending on the value limit.

XXIII. Effective date of the GTC

1. By entering into the Contract, the Guest acknowledges that they have read and understood the terms and conditions of the GTC and agrees to be bound by them and to apply them in relation to the Contract.

2. The current version of the GTC is available on the Service Provider's website (www.sefaghunting.com). By concluding the Contract, the Guest acknowledges that the GTC may be amended, of which the Service Provider shall not send any separate notification to the Guest. It is the express obligation of the Guest to monitor the content of the current version of the GTC during the term of the Contract.

3. The Parties unanimously declare that in the event of any discrepancy between the specific terms of the Contract and the GTC, the provisions of the Contract shall prevail.

4. By entering into the Contract, the Guest accepts and acknowledges that the general terms and conditions available on the website of the hunting lodge shall prevail in the case of other services (accommodation, catering, etc.) provided by the hunting lodge during the hunting service.

These GTC are valid until revoked.

Dated: Kaposvár, 1 March 2022



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