

MARKET POLICY



Valid from: **14 October 2014**

Amended on: 24 July 2018

Budapest Wholesale Market Ltd.

The Board of Directors of Budapest Wholesale Market Ltd. hereby defines the Market Policy as follows pursuant to the provisions of Government Decree No. 55/2009.(III.13.) on fairs, markets and shopping centres.

1. This Market Policy shall mandatorily apply to any natural and legal persons or organisations without legal personality that are gaining regular or occasional access to market premises for the purpose of selling and buying goods or performing other business activities.
2. This policy shall be applicable in all market premises. **Entry to the market is subject to the schedule of current opening hours. The market is a dangerous environment, therefore, and having regard to the nature of the market, persons under the age of 14 are not allowed to enter the market even if supervised by adults.**
3. The outdoor points of sale (sectors) of the market can be used to sell the following products in compliance with the rules and regulations of public health and sales:
 - a./ vegetables, fruits, cultivated mushrooms, foodstuffs of animal origin such as eggs, honey, pickles, seeds, seedlings, flowers, pine trees (sectors B, D, E, F, G, H)
 - b./ other foodstuffs: preserved food, dried pasta, confectionaries, household chemicals, stationary and plastic products, other manufactured products sold at a separate point of sale dedicated for this purpose (sector A).

Agricultural products which have been treated with pesticides shall only be sold upon the expiry of the withdrawal period. The relevant record (the Spray Record) must be made available upon request.

No producers shall sell imported products on market premises dedicated to sales by producers.

4. Sales activities at points of sale and **storage rooms** can be carried out by
 - incorporated business associations having the necessary official permits for conducting business,
 - natural persons holding a valid licensed traditional small-scale producer certificate (with tax number and registration number) and having registered with the competent authorities as a small-scale producer (selling their own produce),

and acting in compliance with the rules and regulations related to conducting business, including this Market Policy, and having **obtained a Producer Card (type T1) issued by Budapest Wholesale Market Ltd.**

5. Only business activities specified in the Rental Agreement shall be conducted at the rented facilities (store, warehouse, etc.) on market premises.
6. Anyone providing services in the area of the market must have a relevant rented facility and the relevant business activity must be included in the Rental Agreement.

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7. All sellers of food products shall ensure the traceability, labelling, etc. of the goods being sold in compliance with legal regulations. Food business operators having a rented facility must have an HACCP system in place (Regulation (EC) No 852/2004). Repackaging and re-labelling of goods falsifying their source of origin is prohibited.
8. The opening hours of the market are adapted to seasonal needs.
Any changes in the opening hours shall be published in a statement by the Company and made available at its website (www.nagybani.hu).
Opening hours may be changed for the high-volume sale of seasonal goods.
The CEO of the company or their representative shall have the right to authorise deviation from the published opening hours in consideration of sales turnover.
9. Vehicles entering the market for the purpose of selling or purchasing goods shall pay a fee as defined in the market price schedule, **while** those seeking other purposes (such as goods transporters, service providers) must have a separate permit to enter market premises through the cash desks of the market free of charge in compliance with the terms and conditions set out in the permit. The registered transport vehicles of the tenants (holding a valid entry card) are not subject payment and allowed to enter the market through the available gates during their opening hours. The access card(s) and the receipt for the proof of payment must be presented upon the request of the controlling staff at the time of the verification.
Carriers supplying goods on order to businesses having

a rented facility on market premises do not have to pay a fee if they have a valid dispatch note that carries the necessary information. Classification as a goods carrier is subject to holding and properly filling out the CMR international transport document (with all required data included), a delivery note or invoice, and presenting these upon entry.

Businesses operating market premises shall inform their business partners about the rules of this Market Policy.

Vehicles carrying goods (trucks) are allowed to stay in the market free of charge for 12 hours.

The sale of goods from the producers' transport vehicles is subject to the payment of fees as set out in the price schedule.

The vehicles of businesses holding a share in the banana-ripening facility shall comply with regulations applicable to the vehicles of the tenants.

10. Upon the payment of the fee, entities arriving with a producer card for the purpose of selling goods shall obtain the right for the one-off use of the market point of sale during opening hours as indicated on the receipt and designated by paint markings. The market point of sale must be evacuated by the time the market closes.

The payment of the point of sale reservation fee entitles to one-off entry from market opening to closing. If the fee paid at the cash desk varies from the that set out in the price schedule, the person travelling in the vehicle shall pay the difference and a surcharge. **Persons driving a trailer, a semi-trailer or a vehicle larger than the dedicated area shall occupy the space as instructed by the shift supervisors.**

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11. The daily point of sale reservation fee specified in the market price schedule shall be paid by anyone occupying a space larger than the dedicated market point of sale and by tenants using a space larger than set out in the Rental Agreement including the area used for displaying the goods.
12. **Budapest Wholesale Market Ltd. shall issue a separate information document regarding when and how entry is allowed before opening hours on a case-by-case basis.** Vehicles arriving at the market for the purpose of selling or buying goods before the opening of the market shall wait at the dedicated parking place as instructed by the Market Supervisor.
Those arriving before the announced opening hours and entry intervals set out in this Market Policy and in a separate applicable information document are not allowed to wait on the access road of the market. Vehicles awaiting entry to the market on the public roads surrounding the market shall not be a hindrance to public traffic. Any person violating this provision or acting against the prohibition of the traffic signs can be expelled from market premises.
13. Place reservation, unloading of goods and parking of vehicles shall be carried out in compliance with this Policy and as per the instructions of the Market Supervisor. Places which have been occupied wrongfully shall be evacuated by the Market Supervisor at the request of the legitimate owner. The company may resell spaces that become vacant during the opening hours.
A certain part of available points of sale may be reserved in advance. Following such reservation, these

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market points of sale are made available to the legitimate owners until the market opens. Persons who have made a reservation for a market point of sale may enter the market by going through the dedicated cash desks, but only once a day, as per the published terms and conditions of place reservation. Producers must issue a statement on their compliance with all legal regulations applicable to their activities. **This statement is a prerequisite to the receipt of the producer card.** The holder of the access card shall assume responsibility for use of the card. The card holder shall be liable for any misuse arising from the transfer of the card to others. **Violation of the market policy may result in the immediate revocation of the reserved space.**

Producers who have reserved their place can occupy their market point of sale at least two hours before the opening of the market.

14. Wholesalers holding a V2 access card are allowed to enter market premises at least two hours before the opening of the market and keep waiting at the place designated by the Market Supervisor.
15. The right of use of place shall be limited to the dedicated area bordered by painted lines and as described in the Rental Agreement. Occupying any other extra space is prohibited or subject to payment. If the place occupied (for unloading goods or packaging materials) interferes with traffic and continues to do so despite of notification to cease such interference, the Rental Agreement may be terminated and the producer may be expelled from the market. In the event that place is occupied wrongfully, the Market Supervisor may

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oblige the violator of the above rules to pay a fee in compliance with Section 11 of this Market Policy, and if such violation reoccurs, the Rental Agreement concluded with the defaulting party may be terminated, the party may be expelled from the market and their card may be invalidated.

16. Places subject to the payment of a daily fee must be evacuated by the time the market closes. The Company shall have the right to move or arrange for the removal of goods, vehicles and equipment left at the market point of sale at the owner's expense and risk, and either destroy or store these items depending on their nature. If the owner fails to collect and verify the right of ownership and usage of the stored goods in 3 days, the Company shall be free to sell them. The Company is entitled to charge storage fees.
17. Permanent and intermittent place users shall use their rightfully occupied places for the intended purpose. In the event this Policy is violated, the Market Supervisor may call upon the place user to stop using the place contrary to its intended purpose with immediate effect. Failing that, the Market Supervisor may revoke the right of use of place effective immediately and initiate the termination of the Rental Agreement.
18. Any changes made to the rented market facility, equipment or any other building activities are subject to the Company's prior written approval. Any construction, conversion or changes made without such approval shall result in a liability for damages, and the place user shall also have the obligation to restore the original condition at their own expense within 30 days

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of being served with such notice. The tenant shall be responsible for obtaining all the necessary official permits for using, operating and converting the rented market facilities.

19. The responsibility for safeguarding goods and valuables brought onto market premises shall lie with the owner of the goods or their representative. The Company shall not be liable for the incompleteness or deterioration of such items. The place users shall ensure the safekeeping of goods and packaging materials stored at the open-air market points of sale with authorisation after business hours.
20. The operator shall display the name of the company across the façade of the wholesale trade storage facilities and the points of sale, and the shops and service tenements, while licensed traditional small-scale producers and small-scale producers selling goods at outdoor points of sale shall make their names clearly visible.
21. Company names and advertisements shall not be displayed on market premises (external wall of permanent tenements, outdoor points of sale, internal routes, external access roads, parking lots and green areas) without the prior written approval of the Company, in compliance with the regulations of the authorities.
22. Anyone providing portering services on market premises must be registered by the Budapest Wholesale Market Ltd. and shall pay the Company the storage fee of the carrier cart. The service provider must affix the

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registration number issued by the Budapest Wholesale Market Ltd to the carrier cart and store it at the dedicated storage place.

23. Businesses having rented facilities in the market are only allowed to use forklifts and lift trucks which have been registered with Budapest Wholesale Market Ltd. and carry a registration number. **The registration number shall be provided by Budapest Wholesale Market Ltd. and shall be affixed to a prominent place on both sides of the forklift truck by the supervisory staff.** Furthermore, businesses shall meet fire safety standards and store gas cylinders in the dedicated storage facility provided free of charge by Budapest Wholesale Market Ltd. When using forklifts and lift trucks, the following regulations shall apply:
- No diesel-powered forklift trucks are allowed in the storage hall.
 - Forklift trucks used and operated in the market must undergo semi-annual safety inspection (structural and main inspection).
 - Lift trucks shall only be driven by persons who possess a lift truck driver's licence as required under the regulations and have a valid certification of fitness for work.
 - The loads of the lift truck shall not prevent the driver from driving the lift truck or obscure the clear view of the driving route or the vision ahead, sideways and behind. The driver must drive the lift truck in reverse if vision is obscured by the load.
24. **The provisions of the Traffic Code shall apply to traffic on market premises.** Speed restrictions and

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traffic rules regulated by traffic and road signs on market premises must be complied with. Budapest Wholesale Market Ltd. may open proceedings for traffic offences against anyone who commits a serious violation of the traffic rules.

25. In order to maintain the safety and continuity of traffic, it is PROHIBITED from:
- having any vehicle, goods or packaging materials blocking traffic routes, exits and emergency exits on market premises,
 - **using the emergency exit for traffic except for extraordinary events or emergencies,**
 - idling the vehicle engine or repairing a vehicle,
 - transporting goods from the customer parking lot onto market premises,
 - transporting goods from the customer parking lot and through the pedestrian exits with a handcart (porter trolley).
26. Customers shall park their vehicles on market premises for the purpose of collecting their purchased goods so as not to obstruct continuous traffic. Customers shall abide by the actions taken by the supervisory or safety staff for ensuring the flow of traffic. The registered vehicles of tenants are allowed to stay in the dedicated parking lot except for “B 3” access card holders who can wait at the place specified upon the issue of the access card.
27. Particular care shall be taken to ensure compliance with the food hygiene, public health and environmental safety requirements on market premises.
- Place users shall continuously collect all litter and waste at and in the immediate vicinity of the point

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of sale during the sales activity and dispose of such waste into the dedicated waste bin per type of waste. Any contamination caused as a result of negligent or wilful behaviour or violation of this Market Policy shall entitle the company to charge a cleaning fee as set out in the market price schedule.

- Performing activities that generate waste on market premises (e.g. making garlic braids or ropes) is **PROHIBITED**.
- Bringing waste, deteriorated goods or shop litter onto market premises and its parking lot is **PROHIBITED**. Violating this provision is subject to the payment of a surcharge for breaching environmental safety requirements and in the event of recurrence, the violator can be excluded from using the services of the market.
- Any amount of waste, deteriorated goods and packaging materials (wood, plastic, paper) in excess of the volume of the waste bin for collecting daily waste must be transported - separated per type of waste - to the waste yard. **Compostable wastes (vegetables/fruits) and packaging materials (wood, plastic, paper) shall be collected in the orange skip bin and in the aluminium containers, respectively. If the Tenant transports mixed waste to the waste yard (as municipal waste) or leaves it in front of their tenement, the Tenant shall be liable to pay a special waste transportation surcharge for the disposal of waste.** Depositing waste and packaging materials outside the enclosed area of the rented facility or placing such waste into the outdoor waste bins is **PROHIBITED**.

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- Pouring oil, acid, etc. into surface water drains and sewers is PROHIBITED. Pouring waste water into storm-water drains is also PROHIBITED.
 - The Tenant shall clean and necessarily disinfect the unoccupied area adjacent to the rented facility on a daily basis if they keep any goods, packaging materials and other equipment in this area outside of business hours, thus preventing machine cleaning to be performed. Budapest Wholesale Market Ltd. may remove and destroy any unauthorised equipment left lying around the market.
 - Catering services shall adhere to food hygiene and environmental safety requirements. Catering services shall not be allowed to operate unless they have installed, if necessary, an adequate grease trap or equipment in conformity with environmental safety requirements. Catering units shall collect any special waste generated during their operations (plastic cup, spoon, etc.) and dispose of it into the central waste bin of the market.
 - Persons holding a disability card may enter market premises free of charge 2 hours before the closing the market, **driving a passenger car.**
28. To run a business on market premises, businesses renting a facility must hold an operating license, an identical copy of which must be submitted to the Facility Management Directorate no later than 30 days after commencing operation. Only businesses (natural persons or legal entities) specified in the Rental Agreement shall operate in the rented facility. The Tenant must submit a list of their employees at the request of the Landlord.

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29. NO sales activities shall be performed outside of the area of the market designated for sales (e.g. market access road and parking spaces) or at the outdoor points of sale outside of business hours. Itinerant sales are PROHIBITED on market premises.
30. Any disruptive behaviour interfering with the operation of the market or illegal gambling is PROHIBITED. **If the disruptive behaviour or the illegal activity continues despite warnings, the perpetrators may be excluded from using the services of the market, their access card may be suspended and revoked.**
31. Persons involved in sales activities in the market (wholesalers, producers) shall exclusively use authenticated weighing instruments. Customers may use the control weighing scales accepted in the market. **Control weighing scales located at the main entrance of the market are available for use free of charge.**
32. Tenants shall ensure compliance with authority requirements related to the operation of the rented facility (public health, fire safety, occupational safety, electrical shock protection, security, etc.). Tenants shall be responsible for rodent and pest control in their rented facilities concurrently with pest control on market premises.
- The Company shall have the Market Supervisor and the Security Staff check compliance with the Market Policy and official requirements. Tenants shall allow the representative of Budapest Wholesale Market Ltd. to check whether the rented facilities are used for their designated purpose.

33. In an effort to protect human life, health, personal freedom, provide evidence for infringements and protect the private area accessible to the public necessary for Budapest Wholesale Market Ltd to perform its activities, the Company has a camera system in place suitable for capturing images. Data processing in private areas open for use by the public shall be based on the voluntary consent of data subjects, and such consent shall be deemed to have been granted upon entry to the areas under surveillance pursuant to Section 30 (2) of Act CXXXIII. of 2005 on Security Services and the Activities of Private Investigators. The acceptance of the operation of the camera system and the voluntary consent to the processing of captured images, as personal data, shall be granted by way of the implicit behaviour of the persons concerned.

The Company shall publish a clearly legible respective warning (“Security cameras on these premises”) and a policy (“Video Surveillance Policy”) at the access points of the market such as the *entry cash desks, Gate “G”, personnel entrance, entrance to Building No. 1, customer parking lot at Nagykőrösi út*. Furthermore, the Company shall display a clearly visible warning (“Security cameras on these premises”) including the identification number of the camera at the exact location of the cameras. Persons entering market premises can obtain data on key information regarding the processing of their personal data (captured images) by reading the exhibited information notice and also detailed information relevant to the processing of camera images is available at the website of Budapest Wholesale Market Ltd. (www.nagybani.hu, Documents/Data privacy menu item) and the

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information is also available in printed form at the reception of Building No. 1, the loading bay at Building No. 7/a and at the personnel entrance gate.

34. Budapest Wholesale Market Ltd. has an electronic access system in place in order to identify people entering market premises, control access rights and prevent unauthorised access, and to verify the payment obligations of the customers of Budapest Wholesale Market Ltd. Personal data shall be processed by the Company with the consent of data subjects concerned under the authority of Section 26 (1) and Section 32 (1) of Act CXXXIII of 2005 on Security Services and the Activities of Private Investigators. The consent shall be deemed to have been granted upon entry to protected areas subject to permission.

The Company shall display a clearly legible respective warning sign and information notice at the access points of the market - such as the 5 entry cash desks at the end of the access road leading to market, the 6 automated access gates upon direct entry to the market, Gate "G" exclusively reserved for entry by tenants and employees vehicles, the exit gates leading out of the market - for the purpose of informing people entering the market.

35. Any extraordinary event observed on market premises, **including traffic accidents, whether or not it entails a personal injury or an agreement between the parties regarding compensation for damages**, shall be immediately reported to the video surveillance service of the company. **In case of any personal injury or the inability of the parties to reach an agreement about compensation for damages, the ambulance and/or the police must be called right away. The**

persons involved shall not leave the scene until the police arrive, the vehicles shall not be moved and it must be ensured that any evidence is preserved. If an ambulance is called, the video surveillance service must be immediately notified to ensure that the ambulance car has unrestricted access to the scene.

36. Budapest Wholesale Market Ltd shall, with the consent of the data subjects concerned, keep a record of and process the personal data of natural persons gaining regular or occasional access to market premises for the purpose of processing and recording their personal data as set out in Government Decree No. 55/2009 (III.13) on fairs, markets and shopping centres, ensure and control access to market premises, prevent unauthorised access, provide services and verify relevant privileges. Detailed information about data processing is available at the website of Budapest Wholesale Market Ltd. – at www.nagybani.hu, under Documents/Data privacy - and the printed version of the same is available at the main cash desk of the market, the Building No. 1, the loading gate and the personnel entrance gate on Nagykőrösi út.

Licensed traditional small-scale producers and small-scale producers allowed to enter and sell goods on market premises must grant written consent on the Producer Card Application Sheet for the processing and recording of their personal data pursuant to the relevant regulations and the data processing information above.

37. The Market Policy is available at the access points of the market, at the Facility Management Directorate, on

the exhibited information boards and at
www.nagybani.hu.

38. This Market Policy is effective as of **14 October 2014**.

THE
BOARD OF DIRECTORS OF BUDAPEST WHOLESALE
MARKET LTD.