

# **GENERAL TERMS AND CONDITIONS OF PURCHASING**

The translation was made with an automatic google translator, in case of a dispute the Hungarian text shall prevail.

#### 1. General information- Applicability

The terms and conditions of purchase described below form the basis of all our orders, even if we do not expressly reject certain terms and conditions of sale that contradict them. We cannot accept any conflicting business terms from the Supplier.

#### 2. Order

We consider orders to be binding only if they are sent in writing (electronically or on paper) with a signature. Oral orders are only binding on us if they are immediately confirmed in writing and signed.

We do not accept performance for verbal orders only. The order sent on paper will be sent by the company to the address in the supplier's business register or other address provided by him in writing by registered mail or in a personal meeting with the supplier's representative. In the case of an order sent electronically, the order will always be signed and attached to the e-mail.

# 3. Order confirmation

Orders sent by post must be confirmed electronically in writing within 48 hours of receiving the letter. In the case of an order handed over in person, the supplier's representative must always confirm the receipt of the order by signing it.

An order sent electronically is considered confirmed if an electronic confirmation is received from the supplier within 48 hours of sending the order.

Weekends and public holidays are not included in the confirmation period indicated above, so if the order arrives at the supplier on a weekend or public holiday or the deadline expires on a weekend or public holiday, the confirmation will be sent by the supplier on the next working day 16: You must send it to our Company by 00:00.

The order binds us for 14 days from the date of the order. Deviations from the order are only possible with our prior written permission.

#### 4. Delivery

If the Supplier fails to meet the confirmed delivery deadline due to a circumstance affecting the Supplier, or the shipment has an incomplete or faulty right - without prejudice to further legal claims - to cancel the order and / or demand compensation in accordance with our decision. Additional costs resulting from incomplete, defective delivery or provision of services shall be reimbursed by the supplier. Delayed or incomplete delivery or acceptance / acceptance of the provision of services by us does not constitute a waiver of further claims.

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The supplier is obliged to confirm the order and adhere to the agreed delivery time. If, after sending the confirmation, a circumstance occurs that delays or delays the delivery time, the supplier shall immediately notify our Company in writing of the new delivery date.

The supplier is obliged to provide our Company with tracking information for all shipments upon request, as well as to track the shipped goods. If a problem occurs during the delivery that delays its fulfillment, you must inform our Company immediately, provided that the supplier is obliged to do so in writing after the telephone notification.

The delivered order will be accepted by the representative of our Company by signing the delivery note according to the quantity indicated therein. If the receiving representative detects an error or defect that can be identified upon receipt, we will indicate it on the delivery note or record it, which must be signed by the carrier's carrier or other representative.

The goods are picked up at the customer's registered office. Until delivery, the supplier bears the full risk of damage.

The Supplier is late from the expiry of the agreed performance deadline even if the Customer does not inform about it, unless the delay is not attributable to the Supplier.

Acceptance of late performance without reservation does not constitute a waiver of any right available to the customer in the event of non-compliance with performance deadlines.

# 5. Warranty for Defects

Defects in delivery or provision of services, whether detected immediately or only later, are warranted by the Supplier for the statutory warranty period, ie 2 years from the date of the transfer of risk. We have the right to withdraw from the contract without prejudice to any claims for damages. require free troubleshooting or a proportionate discount. In urgent cases, we are entitled to rectify the defects at the expense of the Supplier without specifying additional agreed deadlines. In this case, the Supplier waives the agreement on the additional deadline. The Supplier also waives the right to object to a late claim.

# 6. Samples, drawings and confidentiality

All documentation provided by the supplier, such as samples, drawings, models, etc., must be returned to us by the supplier as soon as it is no longer required to complete the order. The documentation shall not be made available to third parties by the supplier, the supplier's employees or the parties involved in the performance. In other cases, a separate confidentiality agreement with the supplier for this purpose shall apply.

# 7. Regulatory requirements

The supplier undertakes to comply with all legal and regulatory requirements.

# 8. Payment

30 days without deduction. An agreement to the contrary is only made in writing in the order. The first day of the payment period begins when the invoice is received by our company. If the shipment arrives only after the above date or the service is performed only after this date, the respective payment deadline will only be calculated upon full receipt of the shipment to our company or after full performance of the service.

# 9. Packaging, freight

Unless the parties expressly agree otherwise in the agreement, the prices shall be taken over from the manufacturer's premises, including packaging.



With regard to freight rates, the freight parity on the orders is authoritative. Unless otherwise agreed, the supplier shall, at his own expense, arrange for the goods to be packaged for transport. This does not affect the customer's right to give instructions regarding the applicable packaging.

#### **10.** Place of performance, competent court, choice of law clause

Place of payment and performance Bicske 2060, Tatai út 35. The parties intend to settle their disputes arising from the contract or orders primarily through negotiations. If the conciliation does not lead to a result, the Székesfehérvár District Court and the Székesfehérvár General Court shall have exclusive jurisdiction over the dispute. The legal regulations in force in Hungary apply to all orders.

#### 11. Validity Clause

For each transaction, the invalidity of any of the above clauses shall not affect the validity and enforceability of the other clauses. Invalid clauses in the contract or order must be replaced by the regulations in force which best serve the economic purpose of the contract.

Bicske, May 2022