

## GENERAL TERMS AND CONDITIONS OF SALE

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### 1. General information- Applicability

- 1.1. Our terms of sale are exclusive; we are unable to acknowledge the customer's claims to the contrary or to our terms and conditions of sale, unless we have given our express written consent to them. Our terms and conditions of sale thus also apply to those cases in which we carry out the delivery to the customer without reservation, knowing the customer's needs, which are contrary to or different from our terms and conditions of sale.
- 1.2. All agreements between our company and the customer in order to fulfill the contract must be recorded in writing.

### 2. Tenders, tender preparation documentation

- 2.1. If the subject of the request can be classified as a request for quotation according to the Civil Code, we can prepare it within 4 weeks. Our offers are non-binding and can be revoked at any time.
- 2.2. With respect to diagrams, drawings, calculations and other documentation, the property or we reserve our copyright, they cannot be made available to third parties. Before handing them over to a third party, the customer must have our express consent to this.

### 3. Price - payment terms

- 3.1. Minimum order value is 500 euros.
- 3.2. Unless otherwise stated in the order confirmation, our terms of delivery are to be taken over upon receipt at our site, with the exception of packaging and other costs. These are shown separately on the invoice.
- 3.3. Our prices do not include the statutory sales tax; the rate of value added tax specified in the law is credited to the account separately on the day the invoice is issued. In addition, our prices do not include other additional fees, public and customs charges.
- 3.4. Unless otherwise stated in the confirmation of the order, the value of the products delivered from the series production is due without deduction within 30 days from the date of issue of the invoice.

In the case of plant equipment, tools, automatic equipment, contract work, metal and precious metal surcharges, the purchase price is due immediately, without deductions. The following installments



are payable: 40% of the consideration upon confirmation of the order, 40% on the manufacturability status of the product.

The remaining 20% of the consideration is due within 7 days of the date of the transfer of risk or approval of the series.

3.5. If a given service is performed more than 4 months after the date of concluding the contract, we have the option of invoicing the wage and / or material price increases that have occurred since the offer was made in the form of a general cost surcharge.

3.6. If the customer is in arrears, we have the right to charge interest on arrears at the ECB's current Euro base rate increased by 8 percentage points. In case of all sent notices, we have the right to charge 10.00 Euros for the IX. according to the law. If we are able to prove greater damage as a result of any delay, we have the right to enforce our claim.

3.7. In all cases, the customer has the right to show if, in his opinion, due to the late payment, we have not suffered or significantly less damage than the claim we have shown.

3.8. The right of set-off belongs to the customer only if his counterclaims have been legally established, are undisputed or recognized by our company. In addition, the customer is entitled to exercise the right of retention if his counterclaim is based on the same contractual relationship.

3.9. Other provisions:

- If the price does not explicitly include the pallet, all EUR pallets will be invoiced, unless the buyer provides a replacement pallet.
- Confirmed deliveries cannot be modified or canceled within 2 weeks of the scheduled delivery date. If the buyer still insists on postponing the delivery, we will charge an administration fee of € 150.
- If the customer needs extraordinary production and delivery and the raw materials are available, we will charge a setup cost of € 650 per item.
- In the case of a regular order, the minimum order value per position is € 150, if the ordered value is below this, we will charge € 150 for that position.

3.10. We may require security in accordance with the terms of the Civil Code. If the deadline expires without being fulfilled, we may withdraw from the contract and claim damages.

#### **4. Delivery time, delivery delay**

4.1. The delivery deadline is only binding if it has been confirmed in writing in our order confirmation.

4.2. The binding delivery deadline implies the presumption that the customer has fulfilled all its obligations to cooperate in the business agreement. This includes the financial fulfillment of the established advance. If the customer does not fulfill his obligations under the cooperation, the delivery deadline will be extended accordingly.

4.3. A prerequisite for meeting the mandatory delivery deadline is that our suppliers fulfill their delivery obligations correctly and on time.

- 4.4. If the non-observance of the delivery deadline is due to reasons beyond our control or to events occurring in other areas beyond our control, the delivery deadline will be extended accordingly. This is also the case where the adverse effects occur at one of the supplier's subcontractors. We will notify our customers of the beginning and end of such a circumstance as soon as possible. The circumstances mentioned above are also beyond our control if they occur during a period of delay that has already occurred.
- 4.5. The delivery deadline is considered fulfilled if the product that is the subject of the sale has left the factory at the end of the fulfillment process or the finished report has been made to the customer. The time limit for receipt shall be the time limit for receipt of the goods, in addition to the refusal to accept them, or ready to receive status. If the delivery or receipt of the goods is delayed due to the customer for any reason, we have the option of delivery or delivery. from the month following the reporting of the readiness for receipt, the costs incurred due to the delay, but at least 5% of the invoiced amount, will be charged to the customer. At the same time, payment for all our deliveries or services provided so far will be due. Furthermore, we have the right to maintain our right to dispose of the goods after the appropriate deadline has been set and to expire, and to deliver for a longer period that is appropriate for us.
- 4.6. If required by the customer, partial delivery is possible.
- 4.7. The customer shall take effect immediately may be excluded from the contract if, on our part, performance is permanently impossible before the risk passes. The customer also has the right to withdraw from the contract if it is not possible to complete part of the delivery when ordering and the customer has a legitimate interest in refusing the partial delivery. In other cases, the customer is obliged to pay the price determined by partial delivery. In the event of non-performance, the above provisions shall apply. In other cases, our liability covers the contents of the invoice.
- 4.8. If the customer suffers damage due to the delay caused by us, the customer is entitled to claim general compensation for the delay. This rate shall be 0.5% of the gross value of the product concerned for each week of delay, up to a maximum of 5% gross of the part of the total consignment which, due to the delay, cannot be used in due time or in accordance with the contract.
- 4.9. If the customer sets a new deadline for delivery for the delay, taking into account the legal exceptions, which is not fulfilled by us, the customer has the right to withdraw from the contract within the framework of legal regulations.
- 4.10. The following sections summarize other possible claims for delivery delays.

## **5. Risk transfer and receipt of goods**

- 5.1 The risk is transferred to the Customer when the delivered goods leave the factory, including the performance of partial deliveries. In the case of takeovers at our site, the occurrence of the risk is decisive for the transfer. Receipt must take place immediately on the date specified for receipt, if necessary after the report has been completed. The customer may not refuse to accept due to minor defects.



5.2 We have the right to take out insurance against shipping for all deliveries at the customer's expense.

5.3 If transport damage is detected in the consignment upon arrival at the customer or is confirmed later, the customer may immediately request a written report from the driver of the freight vehicle.

5.4 If the delivery or acceptance is delayed or delayed from the date of delivery of the delivery due to a circumstance beyond our control or for reasons attributable to the customer, or it is transferred to the customer from the day of reporting the ready condition for acceptance. At the request of the customer, we undertake to take out insurance to cover such cases, the cost of which is borne by the customer.

## **6. Export to USA and Canada**

6.1. It is forbidden to export our products to the USA and Canada without our express written permission.

6.2. Customer is required to provide relief from all claims arising out of export shipments to the United States and Canada, even if we have given our approval for export.

## **7. Retention of title**

7.1 We reserve the right to own and dispose of the products subject to sale until the fulfillment of open receivables under the supply agreement and previously concluded contracts. This includes check and bill receivables as well as our receivables from open accounts and current payments. If our business partner issues a bill of exchange to us for payment, this will not terminate our ownership of the product until the bill of exchange has been paid.

7.2 Prior to the full fulfillment of our above-mentioned requirements, the customer may use the delivered products in the normal course of business, unless in accordance with Section 7.6. A prohibition on the transfer of claims assigned to us pursuant to point 1 has previously been or will be agreed with a third party. Prior to this, pledging or exchange of collateral property, as well as resale to resellers in the ordinary course of business, is permitted provided that the reseller receives payments from its customers, which it will forward to us immediately. The possible costs of the intervention shall be borne by the purchaser.

7.3 The customer must be notified immediately of any pledge, seizure, or other provision, as well as any involvement of a third party in the transaction.

7.4 In the event of a breach of contract by the customer, especially in the event of late payment, we have the right to take back the product upon request, for the return of which the customer is obliged to return.

7.5 Enforcing the retention of our title and pledging the shipment does not constitute a withdrawal from the contract.

7.6 The customer will transfer to us all receivables arising from the sale, including value added tax and all other additional rights, up to the amount issued on our invoices. This also applies if the customer



settles his purchase price claim through a resale of the product to a current account agreed with the buyer of the product or a third party. We accept this assignment.

- 7.7 In the case of an order for machining or processing related to the real estate or movable property of a third party and fixed in an employment contract, the customer transfers to us the receivable from the business fee and / or the resulting co-ownership share equal to the amount on our invoice, including VAT on processed goods.
- 7.8 The customer is hereby authorized to collect the receivables assigned above, within the framework of normal business turnover, independently, provided that the incoming receipts are forwarded to us without delay. Late payment, requesting insolvency proceedings out of court or out of court, check or bill of exchange automatically terminate the authorization to collect assigned claims.
- 7.9 If the product to be sold is a significant part of a property, the customer undertakes to allow the removal of the assets if they do not have a significant effect on the building structure and to return the ownership of the assets. If the customer restricts our rights set out above, we will be liable for compensation. The cost of disassembling the equipment and any other costs shall be borne by the customer.
- 7.10 If the fair value of the collateral provided to us exceeds our collateral requirement under the retention of title regulation or in combination with other collateral in excess of 10%, we will release some of the collateral at the express request of the customer.
- 7.11 Applying for the opening of insolvency proceedings entitles us to withdraw from the contract and to demand the immediate return of the delivered products, if the price of these products has not yet been paid by the customer.

## **8. Guarantee of delivery defects (guarantee)**

In the event of material or legal deficiencies in the shipment, in addition to rejection, we may satisfy additional claims as follows (subject to clause 11):

### **Material deficiencies**

- 8.1 All parts that are found to be defective during the risk transfer phase will be repaired or re-shipped free of charge, at our sole discretion. The finding of such a deficiency must be communicated to us in writing without delay. Replaced parts are the property of our company.
- 8.2 In order to carry out all post-processing and replacement work we deem necessary, as agreed between the parties, the customer must provide the necessary time and conditions, otherwise we will not be liable for any further consequences. Only in urgent cases arising from the endangerment of operational safety and in order to avoid disproportionately large damages, the customer himself or a third party authorized by him is entitled to rectify the defect and demand payment of the necessary expenses from us.
- 8.3 From the repair, respectively. We consist of the direct costs of re-transportation, if the objection is justified, the cost of spare parts with border delivery, the proportionate costs of installation and



removal, and, if the geographical location of the individual case so requires for cost-effective reasons, costs. In other cases, the customer shall bear the costs incurred. Replaced parts are the property of our company.

8.4 The customer has the right to withdraw from the contract within the framework of the statutory requirements if, taking into account the exceptions specified by law, our company fails to meet a reasonable deadline for repairs or replacement deliveries due to material deficiencies. If there is only a minor defect, the customer has the right to reduce the contract price. The right to reduce the contract price is excluded in other cases.

8.5 We do not maintain our warranty in the following cases:

Improper or improper use, incorrect assembly by the customer or a third party, or commissioning, natural wear and tear, faulty or negligent handling, improper maintenance, improper fuel, improper installation, unsuitable operating location, chemical, electrochemical or electrical influences, if these are not our responsibility. If a possible error occurs, the customer will announce its nature, based on which it will be possible to judge what it is from. If the on-site inspection reveals that the above was caused by the defect, the customer is obliged to reimburse our company for the costs incurred in inspecting the product.

8.6 If the customer or a third party carries out improper repairs, the supplier shall not be liable for the consequences thereof. The same applies to changes made to the product without prior consultation with the supplier.

8.7 If the customer delivers a part or raw material to the agent for processing or to fulfill an order without the prior agreement of the parties, no incoming raw material will be inspected for obvious errors.

8.8 If the provision of software for electronic data processing equipment is part of our service package, the following additional terms will apply:

- a. We warrant that the software provided is free from reproducible defects. The precondition for providing a guarantee is the contractual use.
- b. Defects must be reported to the customer immediately.
- c. It is our job to correct the reported errors. If troubleshooting does not seem to be possible, we are obliged to develop an alternative solution.
- d. If the c. Depending on the decision of the customer, the customer is entitled to reduce the agreed compensation (even in the case of devices whose use is not limited to a small extent due to a program error) proportionately or to demand the termination of the contract.
- e. We do not guarantee that the delivered software will meet the special requirements of the customer.

### **Legal loophole**

8.9 If the use of the product sold leads to an infringement of intellectual or copyright rights, we will purchase the basic rights necessary for the continued use of the product at our own expense, or we



will modify the delivered product in a manner expected by the customer to eliminate the infringement.

8.10 If the 8.9. under economically appropriate conditions or within a reasonable time it is not possible for the customer to withdraw from the contract. In addition to the above preconditions, we also have the right to withdraw from the contract.

8.11 Furthermore, our customers are relieved of the undisputed, legally binding claims of the holder of the relevant right of defense.

8.12 A 8.9. Our obligations mentioned in point 8.11. They are binding even in cases of infringement of the protection and copyright set out in point.

Only available if:

- The customer will immediately notify us of any valid protection and copyright infringement.
- The customer provides adequate support in defending the validated needs and allows modifications to be made in accordance with paragraph 8.9. in accordance with point.
- All protective measures, including out-of-court settlements, will remain sustainable for us.
- The legal defect is not based on a provision of the customer.
- The violation is not caused by the fact that the customer has independently modified the delivered device or has not used it in accordance with the terms of the contract.

## 9. Liability

9.1 If the raw material supplied by the customer is damaged, in particular for machining and repair, or becomes unusable by us, we only guarantee if the damage is caused by willful misconduct or gross negligence, but only 10% of the gross machining value. to the extent that unlimited liability exists by virtue of the binding force of a statutory provision. We take out insurance against the risk of fire damage to the customer's raw materials stored at our company at our own expense. The customer may request in writing to take out more extensive insurance at his own expense.

9.2 If the delivered product may not be used by the customer due to our own fault, due to the failed or incorrect implementation of pre-contractual or post-contractual suggestions and advice, or due to non-compliance with other contractual obligations, especially the instructions for handling and maintenance of the sold product, in addition to the exclusion of its claims. and 9.3. shall apply.

9.3 Damage not caused by the product sold is only covered in the following cases (in accordance with the applicable legal regulations):

- intent
- gross negligence

- guilt in endangering life, limb and health
- silent deficiencies and errors
- Product defect, which is guaranteed by the provisions of the Product Warranty Act for personal injury and damage to property in the case of personal use items.

9.4 We are also liable for any breach of material obligations under the contract in the event of gross negligence or reasonably foreseeable damage resulting from the contract.

9.5 In addition to the above, we cannot accept any further claims.

## **10. Our demand for a penalty in case of non-fulfillment of the customer**

10.01 We have the right to charge a penalty in the event of non-performance, the rate of which is 10% of the contract price excluding VAT, in the case of average, minimum compensable damages. The amount of the penalty will increase if the damage is demonstrably higher, or the amount of the penalty will decrease if the customer can prove that the value of the damage is lower than the value calculated above.

## **11. Limitation**

11.1 The customer's warranty claim - in accordance with the applicable legal rules, expires in 1 year, while all other claims expire under the Civil Code. These provisions also apply to cases of defects in construction works or products which are the subject of a supply of goods, provided that the product has been used for construction purposes in accordance with its intended use, or they caused the building to fail.

## **12. Contractual obligation**

12.1 The contract remains binding in the event of the invalidity of certain terms and conditions. This does not apply if compliance with the contract would not be expected to be unfair to one of the parties.

12.2 Where a regulation is invalid in whole or in part, the Contracting Parties shall endeavor to achieve the economic result sought by the invalid regulation in another legally permissible manner.

## **13. Competent court, applicable law**

13.1 All disputes arising out of the contractual relationship will be settled by the court having jurisdiction over the registered office of our company.

Bicske, May 2022