

# GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT AT DEWERTOKIN KFT

6000 KECSKEMÉT, SZENT ISTVÁN KRT. 24, CG.03-09-133905

## 1. SCOPE

- 1.1. Our General Terms and Conditions of Delivery and Payment ("**GTC**") shall apply exclusively; we do not accept any terms of delivery and payment of our Clients contrary to or different from this, unless we have expressly agreed in writing to their validity. Our terms of delivery and payment shall apply even if we are aware of the terms of delivery and payment of our Clients which are contrary to or different from our terms of delivery and payment, to whom we deliver and provide services only in accordance with our terms of delivery and payment.
- 1.2. The GTC to apply shall be the one in force at the time of the conclusion of the contract. We are entitled to update or amend the GTC from time to time. The current GTC are available to our Clients on the page [www.dewertokin.hu](http://www.dewertokin.hu) at any time.
- 1.3. The subsequent amendment of the GTC shall apply to existing contractual relations as follows: the Clients will be informed of the planned modification in due time. If the Client does not object to the amendment within 4 weeks, this shall be considered as acceptance of the amended GTC. When notified of a planned amendment, the Client shall be specifically warned of the consequences of acquiescence. If the Client does not agree with the proposed amendment to the GTC, we shall be entitled to terminate the contract with immediate effect, at the same time as the amendment to the GTC enters into force.

## 2. CONCLUSION OF A CONTRACT

- 2.1. If the Client's order is considered to be an offer pursuant to the provisions of Section 6:64 of the Civil Code ("Ptk."), we can accept it within four weeks.
- 2.2. If our offer does not include an explicit time limit on how long we are bound by the offer, the binding effect of the offer shall terminate on the 28th day after the day on which the offer was sent.
- 2.3. At the time of the acceptance of the offer, the contract shall be concluded. If the offer is accepted with supplements or amendments, it shall be considered a new offer. In case of a framework contract, the contract shall be concluded upon confirmation (acceptance) of the order.

## 3. DELIVERY / TIME OF DELIVERY

- 3.1. Delivery time limits or delivery dates (due dates) shall only be valid if confirmed in writing. The time limits or due dates refer to the date of dispatch and shall be met by confirming that delivery is possible in accordance with point 4.4.
- 3.2. Partial delivery or partial performance is permitted within reasonable limits, as long as it does not entail any unjustified additional costs for the Client.

- 3.3. Force majeure and other cases beyond our control which make delivery substantially more difficult or impossible, such as breakdowns or traffic disruptions, difficulties in obtaining raw materials or energy, labor disputes, official proceedings, armed conflicts, delays in or in connection with delivery, such as non-delivery by our suppliers, for whatever reason, shall exempt us from our obligations under the delivery contract. This also applies to temporary natural obstacles, but only until the obstacle persists, with a reasonable adjustment of time limit. If the Client cannot accept the consignment because of the delayed delivery, the Client may cancel the delivery contract with immediate effect by written declaration, with notification sent to us promptly.
- 3.4. If the Client is late in accepting, or if delivery is delayed at the Client's request, or if the Client fails to comply with their obligations to cooperate due to their fault, we shall be entitled to claim compensation for damages, including any additional costs incurred (e.g. storage costs). The delivery deadlines shall be extended by the period until the Client has fulfilled their obligations under this contract (e.g. by providing adequate security or making payments). The same applies to the due dates of deliveries. All other rights and claims are reserved.

#### **4. PRICES, DELIVERY, PACKAGING**

- 4.1. Unless otherwise agreed, the prices, fees and charges will be those in force at the time the service is provided. The prices and fees generally do not include travel costs, fares, packaging fees, freight and insurance. These costs will be invoiced separately to the Client. All prices are factory prices, excluding packaging, plus VAT at the prevailing rate in accordance with the current legislation.
- 4.2. If the payment of the consideration for the service is not made in Hungarian forints as agreed by the parties, and the exchange rate of the given currency – based on the official exchange rate published by the Hungarian National Bank – changes by 2.5% or more after the offer is sent or after the conclusion of the contract, we shall be entitled to adjust the price fixed in the contract or the offer according to the extent of the change, for all deliveries and performances following the change.
- 4.3. If production costs increase due to the world market price of raw materials or energy, or for any other reason, we shall be entitled to unilaterally adjust the price set in the offer or contract.
- 4.4. Delivery shall take place at the risk of the Client. The risk of accidental destruction or damage shall pass to the Supplier upon delivery to the Supplier, and to the Client at the latest upon the consignment leaving the plant. If the dispatch is delayed for reasons not attributable to us, the liability shall pass to us at the time of confirmation stating that the delivery is possible.
- 4.5. Packaging materials, such as pallets, wooden boxes and other packaging materials, may only be returned if this has been agreed with the Client in advance and the purchase price of the packaging materials is stated separately on the invoice.

## **5. BILLING, PAYMENT AND WAIVER OF CLAIMS**

- 5.1. Invoices shall be due to be paid in full to the Supplier from the date of issue, according to the payment terms indicated on them, provided that the Client has received the consignment.
- 5.2. The agreed payment deadlines shall be met if the amount to be paid was available to us when due in accordance with the provisions of Section 6:42(2) of the Ptk.
- 5.3. The Client's right of retention shall apply only to claims which are not disputed and are established on the basis of the general terms and conditions.
- 5.4. In the event of a defect in part of the delivery or performance, payment may be withheld only to the extent of the value of the defective delivery or performance.
- 5.5. Payments shall first be set off against older outstanding claims against the Client. If these are already subject to interest on arrears, we shall be entitled to settle accounts regarding the payment of interests first and then the principal.
- 5.6. In the event of payment default, the Client shall be liable to pay the interest on arrears at the rate specified in Section 6:155(1) and the amount specified in Section 6:155(2) of the Ptk. If the Client is in payment default, the Client shall be liable for all costs arising from the enforcement of the claim against it, in particular the costs of the order for payment and collection, or the costs of court proceedings and seizure, including the payment of postal, legal and other procedural and administrative costs and fees.
- 5.7. In the event of any doubt as to the solvency of the Client, in particular in the event of payment arrears, payment default, suspension of payments, bankruptcy or moratorium on the part of the Client, all debts owed shall become immediately due. The same shall apply if the Client's assets are declared bankrupt or if the initiation of bankruptcy proceedings is refused in the absence of bankruptcy. In such case, we may demand payment in advance and the provision of securities and revoke the payment deadline. This shall not affect the right to cancel the contract.
- 5.8. The Client may only set off claims that have not been disputed by us or that have been established with final and binding effect.

## **6. RESERVATION OF OWNERSHIP**

- 6.1. We retain title to the delivered product until the invoiced purchase price has been paid in full. The payment of part of the purchase price on the invoice does not entail the passing of ownership of part of the products delivered.

## 7. QUALITY, OBJECTIONS

- 7.1. The specified quality of the goods corresponds exclusively to the agreed product description, system specification or our product specification. We shall not be liable for the usability of the goods for a particular purpose, unless expressly agreed in advance.
- 7.2. We provide our services according to the state of the art and the agreed specifications. We expressly **reserve(maintain?) the right** that the delivered product may differ from the order, especially in terms of material and design, within the limits of technical progress.
- 7.3. The Client shall be obligated to accept delivery of the products delivered from the carrier after conducting a quantity check, including a check of the weight and number of items, in the presence of the carrier. If the Client notices a shortage, a difference in quantity or damage to the packaging, or that the goods delivered do not correspond to the goods ordered, the Client shall be obligated to draft a protocol on the fact in the presence of the carrier and record the fact of drafting of the protocol on the consignment note or delivery note, and the protocol shall be signed by the carrier also.
- 7.4. The Client shall be obligated to send the protocol to us within three (3) working days.
- 7.5. If the Client fails to draft the protocol, the Client shall lose the right to have the missing quantity delivered at a later date or to enforce any warranty claims in this regard, and shall not be entitled to claim damages from us and shall be liable for any damage in connection therewith which could have been claimed from the carrier.
- 7.6. The Client shall be obligated to start the quality control immediately after receipt, but not later than within eight (8) days, and to carry it out within the shortest time necessary. If the Client notices any defects or deficiencies, the Client shall immediately, but no later than within three (3) working days, give notice thereof in writing. While the complaint is being investigated, the Client shall be obligated to store the defective/deficient goods separately.
- 7.7. We provide services involving staff or a service partners qualified in accordance with basic professional practice.
- 7.8. We provide our employees with suitable work equipment and workplaces for all the duration of our services provided to the Client.
- 7.9. After successful acceptance, in the case of contracting agreements, we only consider objections relating to latent defects in the structure. The objection must be sent immediately upon detection of the defect and within three (3) working days at the latest. If no objection is raised within two (2) weeks after the defect is detected, the product shall be deemed accepted by the Client. The objection must be in writing and contain the details of the defect.

## 8. WARRANTY

- 8.1. The Client may not refuse to accept delivery on the grounds of minor defects.
- 8.2. In the event of a legitimate quality complaint about the goods, we will, at our discretion, repair the defective goods free of charge or resupply the goods free of defects.
- 8.3. We shall be liable for damages caused by defective performance under the provisions of the Civil Code, where our liability for damages is limited to the VAT-exempt value of the defective

goods – in the case of partial performance, the VAT-exempt value of each defective product – except for damages caused intentionally, by gross negligence or by a criminal offence, or for breaches of contract that lead to harm to human life, physical integrity or health.

- 8.4. The return of goods in the event of a defect is only possible with our prior approval. We shall not be obligated to accept goods returned without prior approval. In such cases, the cost of returning the goods shall be borne by the Client.
- 8.5. The warranty claim shall expire one (1) year after delivery of the goods to the Client. The statute of limitations applies to claims for damages arising from bodily harm or damage to health or damage caused intentionally or with gross negligence by us or with our assistance.
- 8.6. The warranty claim shall be terminated if the result of the services or the subject of the construction or delivery changes. If the Client refuses to allow us to inspect and examine the defect in question or repairs it without our prior consent, the right to assert a warranty claim shall also cease, provided that the Client is not obligated to take immediate action themselves due to the risk of deterioration. The warranty claim does not apply to natural wear and tear, nor to damage resulting from faulty or negligent handling, unsuitable equipment and electrical and/or mechanical impact after the passing of risk of damage, or to damage resulting from normal use.

## **9. COPYRIGHTS**

- 9.1. For all documents, instruments and other items handed over for delivery or performance, the Client shall warrant that the copyright of a third party will not be infringed thereby. The Client shall be liable for any claims by third parties and shall compensate us for any loss or damage suffered by us. If a third party prohibits our performance, production or delivery on the grounds of a copyright issues concerning them, we shall be entitled to stop the work without examining the legal status and to claim reimbursement of the costs incurred. We shall return, on request, any documents, instruments and other items that have been provided to us but which have not led to the conclusion of a contract, against reimbursement of costs. Otherwise, we shall be entitled to destroy them three (3) months after the offer has been sent.
- 9.2. In connection with copyrights and ownership rights, we reserve the right to unrestricted use of all samples, models, quotations, drawings, calculations and similar information, whether tangible or intangible, including those in electronic form, and other documents; providing access to these by third parties may only take place with our prior written consent. Drawings and other documents attached to the offer must be returned to us immediately upon request.

## **10. INDUSTRIAL PROPERTY PROTECTION, WARRANTY FOR LEGAL DEFECTS**

- 10.1. Unless otherwise agreed in writing, we shall be obligated to deliver free from industrial property rights and third-party copyrights (hereinafter: property rights) only in the country of delivery. If a third party asserts a legitimate claim against the Client for infringement of their copyright in connection with a shipment delivered by us which has been exploited in accordance with the contract, we shall be liable to the Client within the period specified in point 8.5, with the option of either establishing a right of use for the shipment concerned or changing it in such a way that the right of protection is not infringed, at our own expense, and the Client shall be entitled to the statutory rights of cancellation and price reduction.

The aforementioned obligations shall only apply if the Client notifies us immediately in writing of the claims asserted by the third party, does not admit the infringement and reserves to us all the protection measures and the possibility to conduct conciliation procedures. If the Client discontinues the use of the shipment for mitigation of damage or other important reasons, they shall be obligated to warn the third party that the discontinuation of use does not constitute an admission of any breach of protection.

10.2. If the Client takes action against the infringement of the property rights themselves, all claims shall be excluded.

10.3. The Client's claims shall also be excluded in the event that the Client's special requirements infringe copyrights, with an application unforeseeable to the Supplier, or if the delivery is modified by the Client or the shipment is used in combination with products not supplied by us.

## **11. TRANSFER OF THE DELIVERY CONTRACT**

11.1. We shall be entitled to transfer the order or part of it to a third party without the prior written consent of the Client. We shall be liable for this third party under the rules applicable to the fulfillment partner.

## **12. PASSING OF RISK**

12.1. The risk of damage passes to Client even in case of delivery without carriage fee according to the following:

- a) for deliveries without installation or a place of assembly, when the shipment is dispatched or when it is collected. At the Client's request and expense, the shipment may be insured against the usual risks of transport.
- b) in the case of delivery with installation or with a place of assembly, on the date of receipt at own plant or, if agreed by the parties, after a satisfactory trial operation.

12.2. If the dispatch, delivery, commencement or implementation of installation, receipt at the Client's plant or trial operation is delayed for reasons attributable to the Client, or if the Client is otherwise in default of acceptance, the risk of damage shall pass to the Client.

## **13. CESSATION OF PAYMENTS, BANKRUPTCY, WINDING-UP PROCEEDINGS**

13.1. If the Client ceases to make payments, a provisional administrator is appointed, bankruptcy or liquidation proceedings are initiated or a bill of exchange or cheque is outstanding against the Client, we shall be entitled to cancel the contract in whole or in part without any claim being made against us. In the event of the cancellation of the contract, the services provided until then shall be charged at the price stipulated in the contract.

## **14. PARTIAL INVALIDITY**

14.1. If any part of the present GTC is or subsequently becomes invalid, the validity of the remaining provisions shall not be affected; the same shall apply to the filling of any legal gaps in these GTC.

## **15. DATA PROCESSING AND DATA PROTECTION**

15.1. The Parties, as data controllers and data processors, are committed to protecting the personal data of each other's agents, representatives and employees acting in their capacity as contact persons, in all their processing activities.

The Parties shall process the personal data of their employees (in particular: name, position, email address and telephone numbers) provided to each other electronically or on paper (included in the contract or its annex) in the course of their business activities in connection with the contracts concluded or to be concluded with each other, for the purpose of the establishment, performance or maintenance of the contract or business relationship, to the extent necessary for the establishment, performance or maintenance of the contract (Article 6(1)(f) or (b) of the GDPR). The Parties shall store the personal data in their IT systems and shall not perform any other data processing activities on them.

The Parties agree that only those authorized employees of theirs shall have access to the above personal data, who are required to for the performance of their duties. These employees must sign a confidentiality agreement. The Parties shall store all data only for the period specified in the applicable legal provisions or until the purpose of the processing has been fulfilled, but no longer than 5 years after the last business relationship has ended, in compliance with the data security requirements set out in Article 32 of the GDPR, i.e. the appropriate technical or organizational measures are in place to ensure adequate security of personal data, including protection against unauthorized or unlawful processing, accidental loss, destruction or damage.

After the purpose of the processing no longer exists, all personal data shall be deleted or returned to the other Party, at their discretion, and the Parties shall also delete existing copies, unless EU or Member State law requires the storage of personal data.

The Parties shall not use any other data processor without the prior written authorization of the other Party, whether general or ad hoc.

Act CXII of 2011 on the Right to Information Self-Determination and Freedom of Information (Infotv.) and the Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR), the rights of the Parties in relation to data processing are the following: the right to be informed, the right to rectification, the right to portability of their data, the right to erasure, the right to be forgotten, the right to block/restrict data, the right to withdraw data, the right to object, the right to legal remedy, the right to apply to courts and authorities.

In response to specific requests regarding data processing, the Parties shall provide without undue delay, but no later than one month after receipt of the request, information and shall provide the other Party with all information necessary to verify compliance with the above obligations and to enable and facilitate audits, including on-site inspections, by the other Party as controller or by another auditor mandated by this Party.

## **JURISDICTION, GOVERNING LAW**

15.2. In consumer disputes relating to the quality and safety of goods and services, the application of product liability rules, the conclusion and performance of contracts the Client shall have the right to refer their complaint to the Conciliation Body competent for the place

where they reside or are domiciled and to initiate the Body's proceedings:  
[https://fogyasztovedelem.kormany.hu/#/bekelteto\\_testuletek\\_elerhetosegei\\_2](https://fogyasztovedelem.kormany.hu/#/bekelteto_testuletek_elerhetosegei_2)

15.3. In the event of any dispute between the Parties, the courts of Hungary shall have exclusive jurisdiction in addition to the proceedings before the Conciliation Board.

The district court or the regional court of our registered seat shall have exclusive jurisdiction for disputes between us and the Client arising out of a contract between these Parties, including any legal disputes arising out of the GTC and their interpretation, in accordance with the provisions of the Code of Civil Procedure on the jurisdiction of courts.

15.4. Statements made to justify, protect or exercise rights must be in writing. Transmission of data in text form (e.g. email) or by fax satisfies the requirement of written form, unless written form is required by an Act.

15.5. In matters not regulated by these GTC, the provisions of Act V of 2013 on the Civil Code shall prevail.

15.6. These GTC are drafted in Hungarian, English and German. In case of dispute of interpretation, the Hungarian text shall prevail.

**(Contract status of 1 March 2024)**