

# General Terms and Conditions

## GENERAL TERMS AND CONDITIONS

### 1. Generalities

1.1 (Colliding conditions, written form) Our terms and conditions are valid in the version announced for customers for all – also future – contracts with clients, other conditions are not subject terms of contract, even if we do not dissent them expressly. The client can refer to additional agreements before or at completion of a contract only by forthwith written confirmation. 1.2 (Offers, reservation of right, data entry) Our offers are non-binding as long as we do not agree upon concrete time limits. Technical improvements of our products remain reserved. We can save the data that are important for the settlement of the contract on the computer. 1.3 (Compensation, abstention) Compensation or abstention by customers are inadmissible – except in case of indisputable and legally valid ascertained counterclaims. 1.4 (Rush and small orders) In case of delivery within 5 workdays, we forgo a separate confirmation of order. 1.5 (Court option/ law option) The laws of Hungary shall apply to all legal relations arising in connection with this contract. The Sopron Court shall be venue for all legal disputes arising from this contract if sum in dispute is 5.000.000.-Ft, if sum in dispute more than 5.000.000.-Ft, .then Győr-Moson-Sopron County Court. 1.6 (Liability) We are liable for damages (also damages caused by delay) caused by our or our legal representative's breach of duty only in case of intention or gross negligence. As far as allowable we are liable only for from us foreseeable damages, at most up to the net value of the delivery.

### 2. Delivery

2.1 Place of performance is Sopron. The risk passes to the customer, when the delivery leaves our factory and also then if short deliveries take place or we undertake other services like shipping, export or listing, truck age, package or insurance costs. 2.2 In case of default of acceptance we can store the products under maintenance of our requirement of realization at the expense of the client or ulterior alienate after previous threat and setting of deadline on customer's bill.

### 3. Delivery time, delay

3.1 The delivery time is valid only approximately and run from the access of our confirmation of order to customers, at the earliest however after clarification of technical preliminary questions and entry of documentations procured by customers, permissions or releases, not before the entry of agreed payments. The term of delivery is abided, if the products have left the factory until their expiry or the willingness of delivery is acquainted. See damages caused by delay at paragraph 1.6. 3.2 Act of God and not by us represented strikes, lockouts, malfunctions in factory, lack of raw material and resources, delayed supply or no supply by suppliers or from customers demanded additional or changed services extend the delivery periods correlatively and release us thereby conditional impossibility from the delivery obligation. The before indicated circumstances are not represented by us not even then if they occur while a current delay.

### 4. Terms of payment, changes in prices

4.1 The prices are valid ex factory. The bills are without deduction payable net exempt of charges and expenses in euro and to our banc account in Hungary at specified date. The in-payment is operative. At customers with we work together for the first time or only periodically, after a payment delay at a prior delivery and by justified doubts about the creditworthiness of the customer, we can make dependent every single delivery from their advance payment or bail in the limit of the billing amount. 4.2 If there are more than 3 months between completion and delivery, so we are authorised to charge the current prices at the delivery. At a price deviation of more than 15%, the disadvantaged trade partner may step back. 4.3 In case of an agreed return of undamaged products, the customer is charged with examination and arrangement charges of 15% of the billing amount, in case of default payment interests for late payment at a legally allowed limit – respectively reserving progressed compensation claims-, if the client does not prove respectively that lower or no damages have occurred. 4.4 If the customer has a delayed payment, all our claims will become due immediately, and we are not obliged to assure further deliveries from running delivery contracts. We can ask cash payment for open deliveries of the term of payment before the product delivery. The same is valid also in case of suspension of payment or insolvency of the client.

### 5. Property provisos

5.1 (Property provisos) The product stays in our property until we receive the entire unrestricted payment from the customer. 5.2 (Prolonged property provisos) The customer is not allowed to use up reserved products, to combine them with other things as long as a third-party has a right on them. The client can work up and/or alienate the reserved products into his normal business activity, as far as his claims from the alienation are not ceded, hocked, distrained, otherwise mortgaged or with counterclaims countable. By the working-up/ alienation, we acquire immediately (partial) property on produces things and share on customers' claims towards his taker.

### 6. Warranty, guarantee, spares liability

6.1 If the customer needs our product for special, over the usual operating rage exiting purposes, he has to review its special appropriation for the products – also with regards to the safety of the product – and its confirmity with all relevant technical, legal or governmental prescriptions before the planned deployment. In case of material and construction prescription of the customers, we are not liable for suitability or legitimacy of the wished materials or construction and do not have in this respect any special testing obligation. 6.2 The warranty period for our products corresponds to the legal prescriptions of every country but it last maximum 2 years. Guarantee periods run from the time of our delivery. Expandable parts (for example glass lids, sifters) are not included in the guarantee. Guarantees don't contain the return shipment and cleaning of the objected products. 6.3 In case of indicated complaints we are obligated first of all only to realization at our option. The customer can diminish or resign the contract in case the realization fails. 6.4 The warranty period for delivered products in addition ends with the expiry of the valid time limit of the original products. 6.5 If the client works with environmentally harmful, noxious, radioactive or otherwise dangerous materials, it is very probable that legal and governmental prescriptions require mandatory a cleaning of the objected products and an appropriate disposal of the harmful substances at or by the customer before any return shipping. 6.6 Unless we have the obligation for department of spare parts, it is limited for a period of 5 years after the delivery. If we do not produce the spare parts and they are not available on the

market anymore or the starting material for their production is not available as well, we do not have the obligation to deliver spare parts.

#### *7. Legal reservation, commercial trade mark rights, nondisclosure*

7.1 The property and all commercial trade mark rights and copyrights are reserved for all by us produced or ordered forms, tools or other appliances, patterns, figures and commercial and technical documents. This is also valid if the customer has undertaken the costs entirely or partially. The customer is allowed to use these only in the stipulated way. The client is not allowed to produce himself or to let produce by a third-party the objects of agreement without our written consentment. 7.2 If we deliver products after drawings, models and patterns received from the customer, he is responsible for the liability that commercial copyrights and other rights of a third party wouldn't be hurt by their production and delivery. 7.3 The customer must keep privacy about the knowledge from the business connection obtained by us and not overt towards a third-party.

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