

# General terms and conditions

In the business conduct of the Company with respect to the Customer and business rights and obligations and seeks to maintain the “symmetrical principle” of civil law in its rules.

In matters not covered by this Agreement the 2013:V ( new civil code) relevant rules are governing

The contracting parties declare that they will cooperate with each other in the performance of the purchase contract, they provide each other with the necessary information, in possible disputes primarily on the peaceful path preferred solution

EERS-Hungary Kft data:

- Place and post: address: 2315 Szigethalom, Mű út 11.
- customer service: +36 70 636 41 98
- shop: 2315 Szigethalom, Mű út 11.
- Phone: +36 70 636 41 98 • Email address: [info@fibeersx.eu](mailto:info@fibeersx.eu)
- court of registration: Budapest Környéki Törvényszék Cégbírósága
- Company registration number: 13 09 188383
- tax number: 25326246-2-13
- EU tax number: HU 25326246
- the Company payment number: 10400353-50526781-70691001 (K&H Bank)

Order

2001:CVIII 6.§(2) according to the Customer order usually takes effect when confirmed by our staff by e-mail or telephone.

If the buyer does not receive it within 48 hours, then the buyer's bidding constraints they cease

Order confirmation language: Hungarian

The offers of EERS-Hungary Kft are not binding, In case of order, the Buyer a

The order is mandatory for seven days from the receipt of EERS-Hungary Kft

The contract on the Buyer's order is concluded only with the written confirmation of the order by EERS-Hungary Kft or after the delivery of the goods.

The contract is based on our written order confirmation images, and the manager also provides the volume of delivery

The dimensions, weights, diagrams, descriptions and the like included in the publications of EERS-Hungary Kft. Are only approximate data, and the right to deviate is to be understood in a sustainable manner, unless they are explicitly indicated as binding in writing.

EERS-Hungary Kft. During the delivery time maintain technical progress or legal (separate statutory and judicial) provisions the right of traceable design and form modifications, significant acceptance of these modifications can be expected from the Buyer

Obvious errors, typographical, calculation and calculation errors, as well as misspellings are not binding on EERS-Hungary Kft., And the Customer may not claim compensation on the basis of these. If EERS-Hungary Kft. Has not yet confirmed the order in writing, it is not obliged to notify the Customer of any changes. The production of intermediate products that are not included in the current price list can only be ordered as individual production. EERS-Hungary Kft. Unrestrictedly reserves the ownership of the cost calculations, drawings and other documents and the related intellectual property rights; these documents may not be made available or used by third parties without the prior written consent of EERS-Hungary Kft.

#### DELIVERY, DELIVERY TIME

Unless the Parties have expressly agreed otherwise, the sale of the goods shall be deemed to be from the premises. EERS-Hungary Kft. Provides the goods at its choice in the center of 2310 Szigetszentmiklós, ÁTI Sziget Ipari park 11, or delivers them from the designated place, EERS-Hungary Kft. May also perform partial delivery and performance, its acceptance is expected from the Buyer. INTERNATIONAL TRADE TERMS AND CONDITIONS 2010 rules apply

In the case of delivery by the Buyer's own means of transport or by the organization organized by them, the delivery of the goods takes place at the premises of EERS-Hungary Kft., In which case the risk of damage passes upon receipt of the goods.

If the Buyer does not deliver the goods no later than the date set by the Parties, the risk is due to the set delivery deadline or after the date is transferred to the Customer. If the EERS-Hungary Kft. Then undertakes to deliver the goods on behalf of the Buyer, at the expense of the Buyer. If the delivery takes place at a later date at the request of the Buyer, EERSHungary Kft will indicate that the shipment is ready for delivery.

If EERS-Hungary Kft. Delivers the goods, it is obliged to deliver the goods in the quantity, quality and type specified in the contract or order to the place of performance within the specified time.

deliver, as well as all related specifications and other documents in the contract / order. If the delivery is performed by EERS-Hungary Kft., He will take care of the organization of the delivery.

The delivery deadlines given by EERS-Hungary Kft. Are not binding, unless the Parties have expressly agreed in writing on the binding validity of a delivery deadline. The mandatory delivery deadline is considered to have been met if the goods have left our factory on time or, in the case of delivery by the Buyer, the availability for delivery has been announced.

If the observance of the mandatory delivery deadline cannot be influenced by EERS-Hungary Kft., Or circumstances not attributable to EERS-Hungary Kft - especially malfunctions, strikes, riots,exclusions, total or partial cessation of the transport operation, war event, official action or force majeure at EERS-Hungary Kft or its suppliers, the

mandatory delivery deadline for the period of elimination of the disturbance and its operational effects is extended without further ado

Such events provided for more than three months both parties shall have the right to withdraw from the contract in whole or in part without any obligation to pay compensation for the part not yet performed. If the Parties have agreed on a certain period or deadline for delivery by EERS-Hungary Kft., The delay shall occur only after the request has been made and the reasonable - usually at least four weeks - additional deadline has elapsed without result.

The Buyer is only entitled to withdraw from the contract or enforce compensation after the unsuccessful expiry of the additional reasonable time limit indicated by EERS-Hungary Kft. In the event of a delay.

In all cases, the Parties shall agree in writing on the determination of the Delivery Deadline

#### PRICES, PRICE ADJUSTMENTS

The price level is included in the price list of EERS-Hungary Kft. Valid at all times. All prices are for information only.

The exact prices shall in all cases be agreed by the Parties in a written contract.

#### PAYMENT

Unless otherwise provided, the buyer is obliged to pay the value of the goods by bank transfer within 30 days of the receipt of a formally and substantively impeccable invoice issued after the acceptance of the contractual performance

If the Buyer objects to the submitted invoice In this context, the Buyer is obliged to return the invoice to EERS-Hungary Kft. within 8 days . In this case, the transfer deadline is calculated from the receipt of the corrected invoice

Payment is made on time if it has been irrevocably credited to EERS-Hungary Kft.'s account to EERS-Hungary Kft. At the due date or on the last day of the payment deadline.

Withholding of payment or inclusion in any counterclaims is possible only in the event of a counterclaim of the Buyer recognized or legally established by EERS-Hungary Kft.

#### WARRANTY

EERS-Hungary Kft. Guarantees and warrants to the Buyer for the contractual performance, ie for the performance of the goods

1. complies with the conditions, legislation and official regulations prescribed in the Contract / Order;
2. meets the purpose for which it was manufactured and sold, for which the goods will be used (free from defects in material and workmanship (including overt and covert defects));
3. free from any claim or right of a third party of any nature.

The goods must be inspected immediately and defects / deficiencies must be inspected no later than six working days after receipt by the Buyer, if this can be done in the normal course of business.

Recognizable errors / deficiencies must be reported to EERS-Hungary Kft. Immediately

Errors that cannot be detected within this deadline, or that appear only later, must be reported to EERS-Hungary Kft. Immediately after they have been detected

If the Buyer fails to comply with its inspection and communication obligations under this section within the time limit, the goods shall be deemed accepted. The products sold by EERS-Hungary Kft. All have a warranty, the purchased new products have a 1-year warranty according to the current law, 6 months for used products guarantee.

According to the mutual agreement, EERS-Hungary Kft. And the Buyer may deviate from the duration of the obligatory guarantee, the parties may agree on an additional guarantee, which is fixed in the contract.

EERS-Hungary Kft. Assumes full responsibility for defects arising from the intended use, provided that the Waiter complies with the operating / use instructions described in the manual for the products.

For disembarkation, EERS-Hungary Kft. May charge a fee, about which the Customer may request information by telephone or in electronic form by providing the disembarkation address.

In case of any problems, EERS-Hungary Kft. Can request help / information and make a report at the contact details indicated in the section.

#### INDEMNIFICATION AND CLAIMS, LIABILITY

EERS-Hungary Kft. In the event of a breach of contract causing or accompanying damage, as well as on the contract for damage caused outside the Civil Code. shall be liable in accordance with its rules.

EERS-Hungary Kft. Is obliged to release the Buyer from all claims of third parties as a result of the Supplier's breach of contract.

In case of slight negligence, EERS-Hungary Kft. Is not liable for damages and costs. In particular, EERS-Hungary Kft. Shall not be liable to the Buyer for the loss of profit and other property damage caused by slight negligence. The disclaimer under the preceding paragraph does not apply to claims arising from the warranty, in the event of damage to life, limb or health, to claims arising from the Product Warranty Act, and claims arising from a negligent breach of material contractual obligations

However, in the event of a breach of contractual obligations due to slight negligence, the performance of which enables the contract to be performed properly and which the contractor can normally expect to comply with (material contractual obligations), liability is limited to damages that are foreseeable at the time of conclusion.

If the liability of EERS-Hungary Kft. is excluded or limited, it also applies to the personal liability of the employees, representatives and performance assistants of EERS-Hungary Kft.

#### WITHDRAWAL IN CASE OF BREACH OF UNDERTAKING

The buyer is not entitled to a right of withdrawal due to non-contractual or non-contractual performance provided by EERS-Hungary Kft. If EERS-Hungary Kft. is not responsible for the breach of the obligation and the production of an individual product has been requested.

This provision does not apply if the Buyer's right of withdrawal, independent of fault, derives from special agreements (eg a fixed transaction). Furthermore, it is not valid in the event of a defect in the goods; in this

in this case, the legal regulation of the right of sale shall apply, unless these terms and conditions contain a different regulation.

In case of cancellation, EERS-Hungary Kft. will not pay interest or any compensation to the Buyer, who waives his claim in this direction by sending the order, in addition to the full refund of the purchase price.

#### RESERVATION OF OWNERSHIP

The delivered goods remain the property of EERS-Hungary Kft. Until the full payment of the purchase prices and all previous and subsequent deliveries of goods - and ancillary receivables - within the framework of the business relationship. The retention of ownership is also valid against the forwarder to whom the goods are handed over on behalf of the Buyer or on the initiative of EERS-Hungary Kft. The enforcement of the retention of title by EERS-Hungary Kft. shall not be considered as a withdrawal from the contract. In addition to its claim for the release of the property, EERS-Hungary Kft. the rights deriving from the contract of sale, in particular claims for damages and loss of profits. The Buyer is entitled to resell the delivered goods in the course of regular business, unless he is late in payment or has terminated his payments. The Buyer is not entitled to dispose of the goods subject to retention of title in a different way than before, in particular to pledge or transfer them as security until the payment has been made in full.

The Buyer is obliged to remove the third party by the Intervention in the ownership of EERS-Hungary Kft., As well as the goods affected by the reservation of ownership seizure.

The Buyer is obliged to point out that the goods are the property of EERS-Hungary Kft. The Buyer is obliged to notify EERS-Hungary Kft. In writing without delay.

In the case of resale, the Buyer is already assigning to EERS-Hungary Kft. Its purchase price receivable from the buyer, as well as all its receivables arising from the resale together with the ancillary rights attached to them, and shall also record this assignment in its business books

Assigned claims serve as security for all claims under the first paragraph of the "RESERVATION OF OWNERSHIP" section.

The Buyer shall immediately, but no later than at the request of EERSHungary Kft., Notify EERS-Hungary Kft. Of the assignment made to third parties for the purpose of payment to EERS-Hungary Kft., The rights of EERS-Hungary Kft. provide the information and documents required for its enforcement.

#### CONFIDENTIALITY

The Buyer undertakes to obtain all information obtained during his cooperation or relationship with EERS-Hungary Kft. - this includes tactical or strategic visions, technologies and manufacturing information, capacities, business plans, contractual relationships - treated as a trade secret.

It also enforces or complies with this obligation vis-à-vis its partners. Information obtained in writing shall be treated as a business secret, regardless of that they bear a qualifying inscription indicating this. The Customer is obliged to keep the business secret strictly confidential and may only disclose it to third parties with the prior written consent of EERS-Hungary Kft.

Customer acknowledges that it obtains a trade secret without authorization or makes a trade secret otherwise lawfully in its possession available without the consent of the company, and therefore has full and unlimited civil and criminal liability for breach of confidentiality obligations.

#### GDPR, DATA PROTECTION AND DATA MANAGEMENT

This paragraph sets out the principles for handling the data provided by Customers.

Legal basis for data processing, voluntary consent

Data may only be processed if the purpose of the data processing cannot be reasonably achieved by other means.

Data: any data or information that makes the Customer identifiable (directly or indirectly).

The data subject shall have the right, at the request of the controller, to delete the data relating to him or her without undue delay, and the controller shall be obliged to delete the data relating to him or her without undue delay if:

- the data are no longer required for the purpose for which they were collected or otherwise processed
- the data subject withdraws his or her consent and there is no overriding legitimate reason for the processing

In the case of data processing based on consent, the Customer is entitled to withdraw its consent at any time, which, however, does not affect the lawfulness of data processing prior to withdrawal.

#### FINAL PROVISIONS

The contractual relationship between EERS-Hungary Kft. And the Customer is governed by Act V of 2013. (Ptk.) Concerning the sale and purchase shall apply.

In the legal relationship of the parties, unless expressly agreed otherwise in writing, the Hungarian substantive and procedural rules shall apply.

The parties try to settle the disputes arising from the contract / order amicably, first of all by personal consultation, in case of failure to do so, the court with competence and jurisdiction according to the Pp has the right to resolve the dispute.

Should certain provisions of these GTC be or become invalid in whole or in part, this shall not affect the validity of the other provisions.

In this case, the invalid provision must be replaced by a legal regulation that corresponds to the economic purpose of the invalid provision or the Presumed intention of EERS-Hungary Kft., Or is closest to it.

EERS-Hungary Kft. And the Buyer may deviate from the above conditions by mutual agreement in the form of a written agreement / contract. In all other cases, these general terms and conditions apply to EERS-Hungary Kft. And the Customer.