



GENERAL TERMS AND CONDITIONS (hereinafter referred to as “GTC”)

which is an inseparable part of the related Order and any contracts concluded by H.I.X. Ipari Gyártó és Szolgáltató Korlátolt Felelősségű Társaság (registered office: H-2931 Almásfüzitő, Fő út 24., company registration number: 11-09-008553, tax number: 12784662-2-11, hereinafter referred to as H.I.X. Kft.) as Contractor.

1. Establishment of the order

1.1. The Contractor undertakes to prepare, free of charge, a detailed quotation based on the exact technical drawing/manufacturing dimensions of the Product or Products provided by the Customer, upon written or verbal request of the Customer, confirmed in writing. The order is based on the data (technical drawing) provided by the Customer. In this case the Contractor shall not be liable for the correctness of the data. By signing the order, the Customer further acknowledges that he has provided correct and sufficient information about the size of the Product(s) included in the order. The parties agree that if no standard is indicated on the technical drawings, the Contractor shall manufacture the product in accordance with the following standards: unmarked tolerances, dimensional tolerances: MSZ ISO 2768 mk, for thermal cutting: geometric requirements and quality tolerances for products (ISO 9013:2017), which the Customer accepts by signing the contract.

1.2. If the Customer also requires the Contractor to install the Products, the Contractor shall provide forklift trucks, cranes and lifting equipment at the installation site, the cost of which shall be included in the quotation.

1.3. The detailed quotation prepared by the Contractor and made available to the Customer shall include – taking into account the Customer's requirements as set out in Sections 1.1 and 1.2 – the type of Products, their exact material, size, quantity, special customer requirements and their technical feasibility, the time limit of performance and the itemized net and gross sales prices. The quotation will be valid until the specified day.

1.4. The price indicated in the quotation applies only to the Products and accessories listed therein. In the case of installation by the Contractor, the quoted price – contractor's fee – includes, in addition to the unit price of the Products and accessories, the price of the installation requested by the client, including the cost of transport to the site and the necessary equipment (forklift, crane), auxiliary materials.

1.5. If the Customer accepts the Contractor's offer without modification within the time period specified in Section 1.3 and indicated in the offer, the contract between the parties is concluded as a mutual and unanimous expression of the will of the parties. To record the order, the parties may also conclude a separate written contract with the same content as the accepted offer. The Parties therefore stipulate that the Customer's order by electronic mail (e-mail) shall also be accepted as a written order, provided that the Customer refers to the Contractor's offer and the letter contains the fact of the order for the production and, if required, the installation. If the Customer initiates a modification of the offer, the parties shall conclude the contract on the basis of the modified quotation after the details have been agreed and the offer has been modified.

1.6. The commencement day of the delivery period agreed by the Contractor and indicated in the quotation and accepted in the order shall be the day of receipt of the order by H.I.X. Kft. (if on a weekday, otherwise the next working day), provided that the actual production dimensions (technical parameters) are available to the Contractor and the order has been set out in writing by the parties or the order sent by the Customer by electronic mail has been received and confirmed by the Contractor. If any of the conditions listed in this section are missing and are not remedied within 2 days, the Contractor shall be entitled to set a new deadline for performance and shall inform the Customer thereof without delay.

1.7. By signing this document (by sending an electronic letter), the Customer acknowledges that he has requested and received adequate and sufficient information about the quantity and technical parameters of the Products included in the order, the installation of the Product(s) if it has been undertaken by the Contractor, and the expected time limit of performance.

1.8. Unless otherwise specified, the place of delivery of the Product(s) shall be the registered office or place of business of the Contractor. Based on a separate agreement between the Parties, the Contractor shall undertake to deliver the Product(s) to the site and to install them professionally. The Contractor may use a subcontractor for the installation. The Contractor is fully responsible for the work of the subcontractor.

2. Scope of the contract, delivery deadlines and terms

2.1. The contract is only valid if the following conditions are met:

- Order signed with own hands by the Customer (e-mail sent from his e-mail address), a contract, if so stipulated.
- Final technical content (product specifications, technical documentation) accepted in writing by the Customer.

2.2. The Contractor shall specify the undertaken time limit of performance in writing not later than 2 working days after the entry into force of the contract.

2.2. Any modification requested by the Customer after the conclusion of the contract may entail a change in the date of performance and the price – contractor's fee. In this case, the Contractor shall inform the Customer in writing of the implication of the request for modification on the deadline and/or the price – contractor's fee. If the Customer orders the modification in writing, the modified terms and conditions shall enter into force and the parties shall modify the contractor's contract in accordance with the modified terms and conditions.

2.3. After the conclusion of the contractor's contract, the contracting parties may modify the concluded contract by mutual agreement in writing, subject to the following conditions:

- In the case of making changes, the costs incurred by the Contractor shall be reimbursed by the Customer as follows:
 - in the case of order processing, preparation of necessary drawings, production scheduling, and 30% of the order status value, then 30% of the net contracted value, and
 - in the case of a change to a raw material, when the raw material has already been ordered, and 50% of the order status value, then 50% of the net contracted value, and
 - if production has already been started and the order status value is below 50%, then 50% of the net contracted value of the Products affected by the change.
 - If production has already been started and the order status value is 75%, then 75% of the net contracted value of the Products affected by the change.
 - If production is finished, then 100% of the net contracted value of the Products affected

by the change.

In the context of the change, the Customer acknowledges and accepts the Contractor's information that the ordered products are unique products with unique parameters, therefore the possibility of their further sale is limited or extremely difficult, thus bearing the above costs is justified.

3. Withdrawal

3.1. The Customer may withdraw from the Contract by unilateral declaration at any time up to the date of performance of the order, in which case, however, it shall be liable to pay a frustration penalty equal to 50% of the gross purchase price of the Product(s) until the date before the start of production of the Product(s), and 100% after the start of production.

In the context of the change, the Customer acknowledges and accepts the Contractor's information that the ordered products are unique products with unique parameters, therefore their further sale is impossible, therefore the above rate of the penalty has been accepted.

3.2. In the event of delayed performance of the Contract due to the Contractor's fault, the Customer may also withdraw from the Contract by unilateral declaration sent to H.I.X. Kft. from the 60th day following the day of the delay, in which case the Parties shall settle accounts in full within 15 working days of the notification of withdrawal.

3.3. If the Contractor is unable to perform within a further 60 days of the agreed deadline due to a permanent breakdown at the manufacturer, a permanent shortage of materials required for production, traffic obstructions or other unavoidable cause (force majeure) and has informed the Customer of the reasons and causes of the delay and the modified deadline, the Contractor shall be entitled to withdraw from the contract by unilateral declaration and to settle accounts in full with the Customer.

Force majeure is defined as any extraordinary event unforeseeable at the time of the conclusion of the contract, which cannot be avoided by the parties, is not attributable to the conduct or omission of the contracting parties and makes the performance of the contract impossible or delays it. The Parties shall consider force majeure to include, but not be limited to:

- a) natural disasters;
- b) fire, explosion, mass disease (epidemic);
- c) war, acts of war (whether or not a state of war exists);
- d) revolution, uprising, riots, civil war or acts of terrorism;
- e) strike.

It is not a breach of contract if the contractual performance of the obligations is directly and demonstrably prevented or limited by force majeure. In the case of force majeure, the contractual time limits for performance shall be extended by the period of time during which the parties are unable to perform due to the force majeure event. A contracting party may not invoke force majeure if, despite the force majeure event, it is able to fulfil its contractual obligations.

4. Performance of the contract

4.1. The Contractor shall notify the Customer in writing of the date of performance.

4.2. The place of performance shall in all cases be the place where the Contractor is established, unless the Contractor has undertaken to deliver the Product(s) to the Site, in which case the place of performance shall be the address specified by the Customer and accepted by the Contractor.

4.3. The Customer or its authorised representative shall be available at the place of performance at the time agreed in advance. Pick-up must be agreed at least 1 working day in advance.

4.4. The Contractor shall deliver the Product(s) only to the Customer or to the person(s) authorised by the Customer in writing.

4.5. The Customer and the Contractor shall, in mutual cooperation, carry out a quantitative and completeness inspection of the goods on receipt at the Contractor's premises or, in the case of delivery to the site, at the address specified in the contract, and shall record any shortcomings or damage in a jointly signed minutes. The risk of loss or damage shall pass to the Customer at the time of handing over the product. The Delivery Note signed by the Parties shall certify that the handover has taken place in accordance with the contract. After taking over, the Contractor shall be liable for visible quality defects only if the Customer proves that they occurred prior to taking over.

Taking over may be refused by the Customer only if the technical parameters or quantity of the Product and the order differ in a manner that can be established by a simple visual inspection. In such a case, the Parties shall take minutes of the defective performance, which shall precisely state the objections noted by the Customer and in which they shall record the manner of performance of the order acceptable to both Parties. In all other respects, the Customer may enforce its claims against the Contractor arising from defective performance in accordance with the provisions of the Civil Code in force on warranty for material defects and guarantee.

4.6. If the Customer fails to take over the Product on the date specified as the date of handover and has not given prior written notice, the Customer shall reimburse H.I.X. Kft. for all additional costs related to delivery and storage. The Contractor shall be obliged to keep the Product(s) in accordance with the rules of agency without authority in the event of a delay in takeover by the Customer. The Parties agree that the Contractor, as an agent without authority, shall charge a storage fee for the separation, custody and storage of the Product(s) as foreign property transferred to it, at a daily rate of 0.3 per cent of the gross value of the order. The Parties further stipulate that if the Customer does not provide the opportunity to take over the Products within 7 (seven) working days after the previously agreed date for taking over, but which has been cancelled due to its delay, the risk of loss shall pass to the Customer after the expiry of this period.

4.7. The Contractor may terminate the Contract with immediate effect if the Customer fails to provide the opportunity to take over within 7 (seven) days after the previously agreed date. In the event of termination of the Contract by the Contractor with immediate effect, the Parties stipulate that H.I.X. Kft. shall be entitled to the frustration penalty stipulated in clause 3.1. and to compensation by the Customer for all damages in excess of the penalty.

4.8. After contractual performance, the Contractor shall issue an invoice for the remaining Contractor's fee, which the Customer shall pay to the Contractor's account number specified in the quotation within 8 days, or by separate agreement of the parties.

4.9. If the Customer is in default, i.e. if the payment deadline expires without result, the Customer shall pay default interest at the rate specified in the Civil Code. In the case of a contract between undertakings, the rate of default interest shall be the base rate of the central bank in force on the first day of the calendar half-year in which the default occurred – or, in the case of a foreign currency loan, the base rate set by the central bank of the issuing bank for the currency concerned, or, failing that, the money market rate – plus eight percentage points. The interest shall be calculated on the basis of the base rate of the central bank in force on the first day of the calendar half-year in which the default occurred for the whole of the calendar half-year in question.

In the case of a contract concluded with a consumer, the rate of default interest shall be the base rate of the central bank in force on the first day of the calendar half-year in which the default occurred.

5. Warranty, guarantee

If the customer is a natural person (individual), i.e. a consumer:

The duration of the mandatory (statutory) **guarantee** (valid for any defect)

- in case of a product of gross (27% VAT) value of 10,000 to 100,000 HUF: 1 year
- in case of a product of gross (27% VAT) value of 100,001 to 250,000 HUF: 2 years
- in case of a product of gross (27% VAT) value over 250,001 HUF: **3 years.**

H.I.X. Kft. bears the burden to prove that there was no (latent) defect at the time of manufacture

Warranty (if it can be established that the defect existed at the time of purchase = latent defect)

- **Its period is 2 years**

In the case of a defect detected within 6 months, the burden of proof is on H.I.X. Kft., with one exception: if the presumption that the defect existed at the time of performance is incompatible with the nature of the goods or the nature of the defect, after 6 months the consumer must prove its justification

Joint rules for guarantee and warranty:

All costs related to enforcement shall be borne by H.I.X. Kft. The time limits do not include the part of the repair period during which the customer cannot use the item as intended. The warranty claim starts again for the part of the item that has been replaced or repaired. This rule also applies if a new defect results from the repair.

There is no warranty (and no guarantee) for a defect known to the customer at the time of purchase.

If the customer is not a consumer, i.e. a company, entrepreneur, etc.

Warranty (if it can be established that the defect existed at the time of purchase = latent defect)

With regard to defects, it is recorded that the minimum deviation (tolerance) of the products from the ordered one is included in the technical drawing. Any discrepancy beyond this will be considered defective performance.

- **Its period is 1 year**

The burden of proof is on the customer. All costs related to enforcement shall be borne by H.I.X. Kft.

On the basis of a warranty claim for material defects, the customer may, at his/her option, request repair or replacement, or a proportionate reduction in the consideration. (Subject to clause 4.5) The Customer may repair the defect or have it repaired by another party at the expense of H.I.X. Kft. or may withdraw from the contract if the obliged party has not undertaken to repair or replace the defect, it cannot fulfil its obligation to do so, or if the Customer's interest in repair or replacement has ceased.

The time limits do not include the part of the repair period during which the customer cannot use the product as intended. The warranty claim starts again for the part of the product that has been replaced or repaired. This rule also applies if a new defect results from the repair.

In the case of painted products shipped or having shipped by the Customer itself, any defects resulting from paint flaking during shipment are the responsibility of the Customer and H.I.X. Kft. is not liable for such defects.

There is no warranty (and no guarantee) for a defect known to the customer at the time of purchase.

6. Other provisions

6.1. The parties mutually undertake to resolve any disputes relating to the order described in these

GTC primarily by amicable means, out of court and through negotiation. If these negotiations provide no result, the parties shall submit their dispute to the exclusive jurisdiction of the Komárom District Court or the Tatabánya Regional Court, depending on their respective competence.

6.2. Meaning of terms used in relation to the GTC:

- Customer: the person who has entered into a contractual relationship with H.I.X. Kft. in relation to the Product(s), and his/her authorised representative(s), certified by a private document, or in the case of a legal person, the person(s) authorised to represent the legal person, who certifies his/her right of representation by documents or specimen signature/signature.
- Product(s): any movable item produced by the Contractor and supplied to the Customer by H.I.X. Kft. on the basis of a contractual relationship, including also services provided by the Contractor.

6.3. The invalidity of any provision of these GTC shall not affect the validity of the other provisions of the contract, which shall remain in full force and effect.

6.4. In matters not covered by these GTC, the provisions set out in the order and Hungarian law, in particular the provisions of the Civil Code, shall prevail. The parties may derogate from the GTC in writing. In matters not regulated in the order, contract or other general terms and conditions that become part of the contract, or unless the Parties have agreed on other specific provisions, the provisions of these GTC shall apply to the legal relationship of the Parties.

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