

## **GENERAL TERMS AND CONDITIONS INDUPRO Kft.**

These general terms and conditions (hereinafter: GTC) are concluded to serve the mutual interest of **INDUPRO Kft.** (reg. seat: 2051 Biatorbágy, Rozália park 11., reg. place of business: 1112 Budapest, Repülőtéri út 2., tax code: 13298175-2-13, company reg. number: 01-09-292073, representative: Piheni Zsolt executive director) (hereinafter: Supplier) and the customers (hereinafter: Customer), providing an appropriate basis of a successful cooperation. Compliance with the following stipulations aims at satisfying our purchasers' needs as well as to create and maintain a mutually efficient partnership

If **INDUPRO Kft.** and Customer enter into a contractual relationship, Customer undertakes to comply with the stipulations of the present GTC and the stipulation of the prospectus of data processing.

The collected and structured content at [www.indupro.hu](http://www.indupro.hu) web portal (hereinafter: Portal) is the intellectual property of **INDUPRO Kft.**

### 1. The validity and application of the GTC

These GTC shall be an integral part of contracts concerning laser processing services and other related services as well as other contracted worked products' delivery, sale and purchase and other commercial agreements, except where Supplier declares otherwise in written form. Exceptions from the stipulations of these GTC are allowed only if cooperating contractual parties agrees in a written contract. The matters not covered by the contracts between Supplier and Customer shall be regulated by these GTC and Act V. of 2013 on Civil Code ("Ptk.").

These GTC enter into effect on ..... 2019, and shall be effective until revocation

### 2. Prices

Supplier offers the price of a possible order in a bid prior to the final order of the Customer. The issued bid prices of Supplier are given for information purposes only. Supplier reserves the right to settle accounts concerning certain orders on a later calculated price with Customer which shall be preceded by a written agreement. In case of framework orders and framework agreements, the Supplier guarantees the same prices within the period of the framework agreement, and the modification of these prices shall be stipulated by the framework agreement. Supplier indicates the possible modification of the contractual price in writing in case of contractual relationship (regulated by an effective framework agreement) prior to the actual exercise of the option.

The prices shall be considered without the price of delivery, except Supplier indicates the delivered price, which shall be deemed by means of road transport. The price of the delivery implied by the product's price is unrelated to the number of the partial deliveries. Customer shall bear the additional cost of partial delivery in case the delivery is not implied by the product's price, if the partial deliveries become necessary unrelated to Supplier's act. The current delivery prices are contained by the confirmations of the orders. In case the Customer specifies a different mode of delivery from what is contained by the delivery confirmations, Customer shall bear the additional costs. Supplier reserves the right of modifying on prices, but Supplier shall exercise the right above only when it is necessary (e.g. if the production period increases significantly, ex post modification of order by Customer, etc.)

The general validity period of the bids issued by Supplier is 1 month. Customer shall bear the additional costs of packaging (pallet, packing material, packing fee) if the order and order's confirmation does not include stipulation of packaging. Customer shall bear the additional costs of the packaging which is different from what is specified in the order's confirmation, but necessary in order to preserve the consistency of the product.

### 3. Ordering

Supplier accepts orders only in written form, via e-mail, sent at [office@indupro.hu](mailto:office@indupro.hu)

Contractual relationship shall be created by the written confirmation by Supplier. The written confirmation shall be performed via email at the given e-mail address of Customer.

If Customer does not take objection within 2 workdays, the contract shall be considered concluded between Parties. Customer receives these GTC together with the bid, and Customer shall send the signed bid back to Supplier. The stipulations of these GTC shall be deemed valid until revocation, and shall be considered accepted by both Parties

Customer shall provide Supplier with a sound and complete documentation in order to ensure the appropriate fulfilment of the order by Supplier. If Supplier defaults due to the defects of the documentation above, Supplier is entitled to modify the confirmed deadline, and Customer shall bear the additional costs. Customer shall notify Supplier in writing concerning any change in the documentation, indicating the actual change. Failing the above mentioned, Customer shall not take any objection to the default of performance, and shall pay the issued invoice. The production shall be based on the elements' seizures contained by the electronic drawings received by Supplier in the order.

### 4. Performance

The service shall be deemed performed if products are handed over and certified and qualitatively with a delivery note (as a completion certificate). If Customer wishes to carry the product, the quantitative handover shall be certified by the delivery note. The quantitative takeover shall be performed within 48 hours after the receipt of the delivery note by Customer. Objection shall not be accepted after the expiry of 48 hours, and the product shall be deemed taken over quantitatively.

### 5. Place and deadline of performance

The deadline indicated in the bid is given for information purposes only, and this deadline binds Supplier only after the order is confirmed. If Customer provides documentation with defects, Supplier is entitled to modify deadline unilaterally. Supplier is not obliged to meet the deadline in case of malfunctioning caused by an exceptional and unavoidable occurrence, or if there is a hindrance of the dispatch of the product, and the default of delivery is no longer than 5 workdays. Supplier shall inform Customer regarding the above mentioned, and agree with Customer in a formal manner on a postponed delivery.

Supplier is not obliged to deliver the product if Customer is in arrears with payment. In this case Supplier is entitled to suspend the delivery until Customer's debt is paid. If it is not agreed otherwise, the place of performance shall be at the Supplier's place(s) in Biatorbágy. Parties are free to stipulate otherwise the place of performance and the means of delivery.

### 6. Delivery

The place of product- handover shall be at the Supplier's places of business: 2051 Biatorbágy, Rozália Park 11. or 1112 Budapest, Repülőtéri út 2. Supplier informs Customer regarding the place of handover prior the handover.

The time of handover: on workdays, between 6.30 and 16.00, except where parties declare otherwise.

The person taking over:

- Customer directly
- the carrier agent authorized by Customer
- or the representative of the above mentioned (driver)

If the delivery is arranged by Customer (EXW), the place of handover shall be also the place indicated by the Supplier.

The recipient shall examine the products qualitatively and qualitatively at the time of the takeover. The delivery note shall be signed by both Parties after the examination. Customer is obliged to indicate the persons entitled to take over the products and the registration number of the transporting vehicle prior to the performance of Supplier.

Failing the above mentioned, Customer shall not take objection to the person or his/her authorization regarding the takeover. Carriage parities are pursuant to INCOTERMS.

#### 7. Invoicing

Supplier shall send the invoice completed in accordance with the delivery note to Customer's central place, by post, or the address/place of business given by Customer. Unless otherwise agreed between Parties, the payment deadline shall be 8 days after the issuance of invoice.

#### 8. Payment

In accordance with the agreement of Parties the amount of the invoice is payable by means of bank transfer into the account of Supplier. The payment shall be deemed completed on the day when the amount of the invoice is credited to the bank account of Supplier. In case of late payment Supplier is entitled to collect default interest calculated in accordance with twice the current base interest rate (MNB). Moreover, in case of late payment Customer shall bear all the cost regarding his/her default (request for payment, reminder by attorney at law, collection from bank account, litigation)

If Customer's debt is more than 15 days late, Supplier is entitled to suspend production and delivery of the ordered products until the amount of the invoice is paid.

#### 9. Confidentiality clause

Supplier undertakes to keep confidential the data of the Customer's ordering, technical information of ordering, documentation, and shall not disclose the information, documentation above to third party.

#### 10. Derogation from GTC

Parties are entitled to derogate from the these GTC by mutual consent.

#### 11. Prevailing law

Any issue not covered in the order, confirmation, delivery agreement, other agreement between Parties and in these GTC, shall be governed by the relevant Hungarian law.

## 12 Settlement of disputes

Parties declare that in case of any legal claim they will begin negotiations in good faith with each other. Should they not reach an agreement, any dispute arising out of or relating to this contract shall be subject to the competence of Budapest Environs Regional Court.

## 13. Alteration of GTC

Supplier is entitled to alter the stipulations of these GTC unilaterally, but obliged to keep Customer informed.

If Customer does not accept alteration, shall notify Supplier in writing within 15 days after receiving information regarding the alteration. The GTC preceding the alteration shall be deemed effective until the performance with respect to the Customer who does not accept alteration.

## 14. Rescission

Customer acknowledges that a consumer is not entitled to rescind a contract concerning (non-prefabricated) product made to the consumer's specifications or clearly personalized.

## 15. Data protection

Supplier shall publish at its website a **prospectus on information concerning the processing of personal data** received from the contractual relationship with Customer, and the prospectus shall be an integral part of every contract and other commercial agreement.

If Customer provides Supplier with personal data, Customer agrees that Supplier is entitled to record and process the received personal data for the time and purpose follows from the contractual relationship. Customer accepts and considers self-obligating the stipulations of Supplier's data protection policy published and downloadable at Supplier's [www.indupro.hu](http://www.indupro.hu) web site.

Supplier's [www.indupro.hu](http://www.indupro.hu) website aims at providing correct and credible information, the website operates for information purposes only. Supplier shall bear no responsibility for any damage incurred in connection with the information. Supplier cannot guarantee that the content of the website is fully accurate and being up to date, and does not guarantee its uninterrupted and faultless operation.

Budapest, .....2019

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INDUPRO Kft.  
executive director