

Aliaxis Hungary SEE Kft. General Terms and Conditions

1. General conditions

1.1 If Aliaxis Hungary SEE Ltd. as the Seller and the customer who orders or uses the product or service from the Seller, as the Buyer - together as Parties to the contract - do not agree in writing on different conditions, these General Terms and Conditions apply to all offers, orders, deliveries, and provision of services.

1.2 If any points of these contract terms lose their validity, the remaining points remain valid regardless. For the validation of possible agreements and changes, the written confirmation of the Seller is necessary. The general business rules defined by the Buyer can only supplement or replace the above conditions if the Seller has approved their validity in writing. The Buyer, by ordering products or services from the Seller, accepts the terms of these General Terms and Conditions.

Seller's details

Company name	Aliaxis Hungary SEE Kft.
Headquarters	2051 Biatorbágy, Budai út 8.
Tax number	11869474-2-13
Company registration number	13-09-082643
Issuing court, Registrar's Office	Budapest Környéki Törvényszék Cégbírósága
Contract language	English
Warehouse	2051 Biatorbágy, Budai út 8.
Electronic contact	https://www.aliaxis.hu/en/contact
Phone contact	https://www.aliaxis.hu/en/contact/people
Website	https://www.aliaxis.hu/en

2. Legal relationship between the parties

2.1. During its wholesale sales and service activities, the Seller serves only the needs of businesses - small and large retailers, industrial and public utility designers, contractors, who carry out the annual turnover determined jointly by the representative of the Seller's sales team and the Buyer. The Seller cannot directly accept and fulfill orders from individuals considered as consumers, only through its retail partners, therefore these General Terms and Conditions (GTC) do not contain provisions for "consumer contracts".

2.2 In this legal relationship, the Buyer is a legal entity or an economic organization without legal personality, qualifying as a business according to the point 4 of § (1) 8:1 of the Civil Code, acting within the scope of his profession, independent occupation or business activity, whose acting person guarantees that he is entitled to represent the given business. The contract concluded between the Seller and the Buyer qualifying as a business is not a consumer contract, so the scope of Government Decree 45/2014. (II.26.) does not extend to this legal relationship.

2.3 The Buyer can request a quotation and place a valid order by providing their real data, contact details in their own name. By placing the order, the Buyer accepts this General Terms and Conditions (GTC) published on the Seller's website (<https://www.aliaxis.hu/en>), which are applicable to the legal relationship, at all times.

3. Order, Fulfillment

3.1 The Seller operates as a regional wholesaler and distribution center, there is no retail or wholesale store at its location. Thus, immediate pick-up, in any case, is not possible even when ordering products available in the Seller's warehouse!

3.2 Fulfillment for the Buyer is only possible based on a prior written order, Seller's written confirmation, other written agreement, and the terms of this contract. We strive to respond to incoming inquiries and orders within 1 local business day, depending on our available capacities.

3.3 Data appearing on Seller's figures, drawings, size and weight tables, etc. are only approximate values, Seller reserves the right to technical changes. The Buyer may only use Seller's offers, plans, budgets, etc. during negotiations regarding delivery and at the time of order, it is prohibited to duplicate them or make them accessible directly or indirectly to a third party. Some documents still belong to the Seller after they have been handed over to the Buyer. If the contract is not concluded, the Seller is entitled to reclaim the handed over documents.

3.4 For orders below net 50,000 HUF, the Seller charges a service fee of net 10,000 HUF.

3.5 For orders marked as urgent by the Buyer, the Seller charges a service fee and the costs related to urgent handling (the price difference between the original and alternative, more expensive source of procurement, possible customs handling, separate, urgent delivery, etc.) to the Buyer.

3.6 For orders that can be picked up but have not been picked up for over a week, the Seller charges a storage fee.

3.7 The Seller does not keep non-rotating products in stock due to their specialty and uniqueness, therefore their order by the Buyer involves a pickup and payment obligation, the Buyer cannot cancel the order, and the Seller is unable to take them back later.

4. Delivery

4.1 Up to the extent of the Seller's Biatorbágy warehouse stock, once the Buyer's written order has been processed and confirmed by the Seller, the products in stock can be picked up or delivered.

4.2 Products not in stock must be ordered by the Seller from its partner factories or partners, the lead time for this varies by manufacturer, material and product group, and even by product, averaging between 1.5-12 weeks. The Seller, when ordering, indicates the expected delivery time on the confirmation, but this is only indicative as it depends on the Seller's and the manufacturer's warehouse stocks, processing, manufacturing and delivery capacities, so it can vary. If the Seller becomes aware of a discrepancy, it strives to provide the new expected delivery time. The same applies to agreed delivery times.

4.3 The delivery deadline automatically extends

- a) by the duration of the impediment, if any impediment arises, such as force majeure or other events that were not foreseeable at the time of the order (e.g., difficulties in material or energy procurement, manufacturing, processing, strikes, lawful exclusions, labor, energy or raw material shortages, technical difficulties in administration, difficulties in obtaining the necessary official permits, official measures, difficulties in organizing deliveries related to the target area and period, lack of a carrier, faulty or late delivery), for which we do not assume responsibility
- b) the case of handling exclusively in Biatorbágy by a minimum of 1 local business day, in the case of involvement of partner factories, partners by a minimum of 5 local business days per modification, if the Buyer requests a modification on the order already placed.

4.4 There is no delivery charge for personal pickup at the Seller's Biatorbágy warehouse.

4.5 At the Buyer's request, the Seller arranges the delivery of the goods for a delivery fee with contracted or market-available carriers - freight forwarders, post, courier services. This service, initiated from the Seller's Biatorbágy warehouse or directly from the Seller's partner factories or supplier partners, depends on external actors, the carriers, so the Seller has no influence on possible faulty or late performance and does not assume responsibility for these.

4.6 A chain transaction is realized if the Seller acquires the product within the EU abroad (not in Hungary) and sells it within the EU abroad (not in Hungary), and the goods are delivered directly from the Seller's supplier partner to the Buyer.

The rules of the 2006/112/EC (Héa directive) and the Hungarian CXXVII (2007) law (VAT Act) apply to the above three-party chain transaction.

The Seller stipulates that, in this case, transport of the goods from the Seller's supplier partners to the Buyer must be organized by the Seller. In this case, the purchase of a product for the Seller is exempt from VAT and for the sales VAT is paid by the Buyer.

If the Buyer does not comply with the above rule, i.e. organizes the transport himself and brings the goods from the supplier partner, the supplier partner invoices the goods with VAT, and the Seller - to cover his additional costs - invoices the goods at the net price increased by the amount of the purchase VAT.

5. Transfer of Risk

5.1 The risk of damage - even in the case of partial shipments - passes to the Buyer when the goods leave the factory or are handed over to the Buyer.

5.2 The risk of damage - even in the case of partial shipments - passes to the Buyer with the provision of the goods or when readiness for acceptance is indicated, if the forwarding or delivery of the goods is delayed or omitted for reasons beyond the Seller's control.

5.3 For other cases, the version of INCOTERMS 2010 valid on the day of contract conclusion applies.

6. Price

6.1 Unless otherwise agreed, the prices of the Seller's products and services are valid for pickup at the Seller's Biatorbágy warehouse, without delivery, packaging, and insurance costs. If the Buyer requests the goods to be delivered or packaged or handled differently than usual, the Seller will also charge these costs in addition to the prices of its products and services.

6.2 The basis for the prices of the Seller's products and services are the list prices valid at the time of the offer. If the Buyer and the Seller do not agree on "specific prices", the price change will affect the Buyer, either as a burden or a benefit.

7. Payment

7.1 The Buyer must make the payment in accordance with the payment terms stated in the order confirmation.

7.2 The Seller primarily sends its invoices, which are equivalent to a properly issued paper-based invoice, electronically in pdf format to the Buyer's email address. The Buyer acknowledges that

a) the Seller sends such an invoice;

b) sending the Seller's invoice to the Buyer's email address constitutes proper delivery of the invoice;

c) the electronic invoice sent by the Seller is a complete and regular accounting document even without the Seller's signature and stamp;

d) the Buyer is obligated to transfer the purchase price to the Seller's bank account by the deadline specified in the invoice, following the receipt of the properly issued invoice by the Seller.

7.3 Non-circulating products, due to their specialty and uniqueness, are not kept in stock by the Seller, so their order by the Buyer comes with the obligation to accept and pay, the Buyer cannot cancel the order, and the Seller cannot take them back later.

7.4 The Buyer has no right to withhold payment due to a quantity objection, warranty claim, or other claim not accepted by the seller.

7.5 If the Buyer delays with the payment of the agreed amount or with other performance, the Seller either insists on the provisions of the contract, and

a) postpones its own obligations until the outstanding payments and other obligations are collected;

b) modifies the delivery deadline accordingly;

c) validates the total open purchase price;

d) if no exonerating explanation arrives from the Buyer according to point 9, from the due date, the default interest determined by the Central Bank of Hungary + 4% will be charged to him, or the Seller terminates the contract involving its partner, the Coface debt manager, in case of the expiration of a specified grace period.

7.6 If the overdue payment or other performance does not occur after the grace period specified in the payment demand has expired, the Seller may terminate the contract in writing. The Buyer is obligated to return the goods already delivered to the Seller at the Seller's request and to pay for any possible depreciation of the goods, and to reimburse the Seller for all legal expenses that were necessary for the conclusion and termination of the contract. In the case of goods not yet delivered, the Seller has the right to make the finished or processed items available to the Buyer and to charge the appropriate portion of the selling price for this.

7.7 The Seller invoices the replacement of certificates at a price of 80 EUR+VAT per certificate.

8. Ownership

8.1 As long as the Buyer does not fulfill all financial obligations, the goods remain the property of the Seller. The Buyer is obliged to comply with the formal requirements necessary to preserve the ownership. In case of pledging or any other claim, the Buyer must enforce the Seller's ownership and notify him immediately.

8.2 During the processing of the goods or their transformation into a new unit, the new unit remains the property of the Seller in proportion to the value of the goods. In the case of claims resulting from reselling, the Buyer renounces all other rights in favor of the Seller. If the latter does not use the right available at any time to enforce the claim, the Buyer has the right and obligation to immediately serve the amount in question to the Seller. The Buyer is only allowed to sell the goods with ownership in the usual commercial circulation, and it is not allowed to pledge or serve it as security. The Buyer is obliged to protect the Seller from any infringement of his rights by a third party and to notify him in case of such events.

9. Warranty and Guarantee

9.1 The Seller guarantees for any possible deficiencies in its products and services, as well as for quality objections arising within 6 months from the start of operation, but no later than 12 months after the risk of damage has transferred, providing that the Buyer immediately reports the deficiency in writing. The Seller will completely repair it in its service or, if

necessary, will provide a replacement with the involvement of its suppliers, provided that the damage demonstrably originates from before the transfer of risk.

9.2 The replaced parts become the property of the Seller, and at the Seller's request, the Buyer must make them available to the Seller.

9.3 The Buyer carries out the installation and removal of the replacement for the deficiency of the damaged goods - possibly several times - at his own expense. Any shipping costs are borne by the Buyer. If it is subsequently proven that the deficiency originates from a period after the transfer of risk, the costs of commissioning are also borne by the Buyer.

9.4 There is no way to claim compensation if the Buyer makes/has changes or commissioning work done on the goods without the prior consent of the Seller, if he does not provide the conditions for professional commissioning, and if he does not fulfill his obligations undertaken in the contract, especially if he has partial or complete arrears in payment. The Seller guarantees for the replaced parts and repairs, or even for the goods themselves within the warranty period.

9.5 If the subsequent repair carried out by the Seller is deficient or not successful at all, and the defect cannot be corrected even after an appropriate grace period, the Buyer may apply for a decrease in value. If an agreement cannot be reached as to the extent of the decrease in value, the Buyer may withdraw: he can withdraw from the contract and the purchase. Any further claim is unlawful.

9.6 The warranty claim entitled to the Buyer expires 6 months after the immediate notification of the deficiency - but not before the expiration of the warranty period, according to point 9.1.

9.7 The warranty does not apply to damage resulting from natural wear and tear, improper storage, operating and installation conditions, unprofessional assembly, or improper maintenance.

9.8 The Seller is not obligated to provide any compensation to the Buyer for personal injuries or material damage that did not constitute the subject of the contract, as well as for other damages or loss of profit. The Seller's liability for compensation is limited to the lower of the following values: (i) the actual damage incurred by the Buyer or (ii) the purchase price of the product in question.

10. Force Majeure

10.1 The following circumstances are considered force majeure events, if they occur after the conclusion of the contract and prevent its fulfillment: labor disputes and all other circumstances independent of the parties, such as fire, mobilization, confiscation, embargo, prohibition of currency transfers, rebellion, lack of transport equipment, general shortage of supplies, restrictions on energy use.

11. Industrial Property Rights

11.1 If a third party infringes patent rights, and therefore the use of the goods is partially or completely prohibited for the Buyer, then the Seller, excluding further claims, may opt to withdraw from the contract, or transfer the right to use the goods to the Buyer at its own expense, or create the goods without patent rights, or replace it with another object of similar performance, but not enjoying patent rights. The Seller is released from the obligation in front of it and does not provide compensation if the Buyer does not immediately report in the case of patent infringement, and supports it in a litigious or non-litigious manner when warding off a claim for a patent fee by a third party.

The Seller does not provide compensation if it manufactures based on the Buyer's plans, thereby committing a patent infringement, or violating a protective right.

12. Jurisdiction, Applicable Law, Place of Performance

12.1 For all disputed matters arising from the contract between the Seller and the Buyer, the court competent according to the Seller's headquarters is called upon to act.

12.2 The legal basis of the contract is formed by Hungarian laws, in unregulated matters, the currently valid laws are guiding.

12.3 The place of performance for delivery and payment is the Seller's headquarters.

13. Buying Back Goods

13.1 The Seller, after a preliminary consultation and inspection of the products in the Seller's warehouse, buys back the products procured AND in stock within the EU at the Buyer's request, at a value of the original purchase price reduced by logistic costs, with the original payment terms

a. In exchange for a copy of the original invoice AND

b. Within 90 days from the purchase AND

c. In a condition suitable for resale, thus in the original packaging unit, in the original packaging, in an undamaged condition, without contamination, at a value reduced by 50% of the original purchase price

13.2 The Seller does not buy back

a. Products procured from outside the EU, regardless of their condition OR

b. Non-stock, non-rotating products, regardless of their place of procurement or condition - these cannot be sold to others due to their uniqueness, the Seller does not keep them in stock, thus their order by the Buyer is associated with an obligation to accept and pay - OR

c. Tubes OR

d. Any other product in a condition unsuitable for resale.

13.3 In the case of a net product value higher than 1,000,000 Ft, a unique buyback agreement is necessary.

These delivery terms apply to all future transactions between the Seller and the Buyer until they are withdrawn.