

General Terms and Conditions applied by

PRECITOOL Kft

(hereinafter referred to as the GTC)

1. The objective of the GTC

Setting down the uniform conditions of selling goods and provision of services by PRECITOOL Kft and regulation of the legal relationship of the parties falling under the personal scope thereof.

2. Scope of the GTC

Contracting parties

- A) PRECITOOL Kft – H-2085 Pilisvörösvár, Szent László u. 20; company registration number: 13-09-120933 (hereinafter referred to as the “Seller”)
- B) The natural person or legal entity having resort to the commercial services of PRECITOOL Kft (hereinafter referred to as the “Purchaser”)
 - collectively the “Contracting Parties”.

The present GTC shall be applicable in respect of the commercial activities pursued and services provided by PRECITOOL Kft. The exclusive basis for the legal relationship to be established between the Parties shall be the unique orders to be placed with contents complying with the present GTC and any other possible written agreement of the Parties, irrespective of the circumstance whether the Purchaser applies its own contractual terms or not. By placing its order, the Purchaser declares that it has become aware and accepted the terms of the present GTC in advance.

3. Price offer

The price offer is a document prepared by the Seller in a written form indicating the heading of Precitool based on the request for quotation delivered by the Purchaser which contains at least the followings: the denomination, net unit price and the number of pieces of the products offered as well as the expected date of supply. The supply deadlines indicated in the offer are for information purposes only. Seller is bound by its offer for a period indicated by it in such offer and the validity of its offer – in the absence of an order – shall terminate and it shall be entitled to sell the product reflected in the offer to a third party.

If a contractual relationship is established between the Seller and the Purchaser through the placing of the order, the contents of such contractual relationship shall qualify as business secret and the Parties shall not be entitled to disclose such business secret without the written consent of the other party.

4. Contract conclusion

A contract is deemed to be concluded if the Purchaser accepts the Seller’s offer without any modification and if the Purchaser sends its order in writing to the Seller. Any order sent to the Seller in the form of a letter or via facsimile or email shall qualify as a written order. The Seller

shall be obliged to confirm the order of the Purchaser in writing. The written confirmation of the Seller shall be applicable in respect of the contents of the contract.

A contract may also be concluded by way of a verbal order placed by the Purchaser if the products ordered may be unambiguously identified and the Contracting Parties have reached an obvious agreement in respect of the price, the supply deadline, the payment method, the payment deadline and the place of fulfilment and the Seller has confirmed the same in writing, and if the Purchaser has not disputed such confirmation within 24 hours following the receipt of the same. Any order made personally or via telephone shall qualify as verbal orders.

It shall be the duty and responsibility of the Purchaser to check the data reflected in the confirmation. In case of an order placed for prompt supply, the Seller's delivery note or invoice shall supersede the confirmation.

The Purchaser shall be obliged to indicate any further requirements relating to the product or the services in its written order at the latest. In case of any such requirement, Seller shall be entitled to modify its offer and it shall not be bound by its initial offer. The acceptance of the modified offer shall be made by the Purchaser by delivering a modified order. Purchaser shall not be entitled to cancel, credit or exchange non-stored or unique products. In case of improper order of stored products, the Seller shall exchange the products in return for a handling fee.

5. Purchase price

The purchase price is the net price determined in HUF or EUR and set forth in the order confirmed by the Seller. The amount of value added tax determined in applicable Hungarian laws shall be added to the net price.

The price of the products shall only contain the possible delivery costs if the same was indicated by the Seller in its confirmation as part of the purchase price and no separate delivery cost was indicated therein.

6. Payment of invoices

6.1. The Purchaser shall be obliged to pay the invoices of the Seller as set forth in the individual order confirmations in advance, in cash, in the form of cash on delivery or by bank transfer within the payment deadline calculated from the date of issuance of the invoice, in line with the order and as reflected on the invoice.

The date of payment shall be the day on which the respective amount is credited on the bank account of the seller.

Terms of payment may only be modified with the mutual consent of the Contracting Parties in writing.

6.2. In case of the Purchaser's default in payment, the Seller shall be entitled to send a payment notice to the Purchaser. The Purchaser's payment default – even without a payment notice – shall commence on the day following the payment deadline indicated on the invoice.

In case of payment default the provisions set forth in the legal regulations shall be applicable.

6.3. The Seller shall be entitled to retain the products goods ordered by the Purchaser until the Purchaser has any due and unpaid debt towards the Seller arising out of any contract. The Seller shall be entitled to suspend the supply of any items not yet delivered, unilaterally

terminate the respective contract with retroactive effect or request a security for payment from the Purchaser for further supplies in case the Purchaser has any default in payment under any contract or if the Purchaser has failed to comply with its payment obligations set forth in any contract. If the Seller unilaterally terminates the contract with retroactive effect, it shall be entitled to take ~~back over~~ the product from the Purchaser and to claim costs arising out of ~~any~~ damage, breakdown or deterioration of the product or the of the value of an identical new product to the extent of the value of the product.

Further, the Seller shall be entitled to change the payment method in case of future supplies to advance payment, cash payment or cash on delivery payment or to set a shorter payment deadline.

6.4. The Purchaser shall not be entitled to set-off any of its claims it may have against the Seller on any legal title against its payment obligations existing towards the Seller without the prior approval of the Seller.

6.5. In case of default in payment the Seller shall be entitled to charge default interest as determined in the Hungarian Civil Code and the flat rate collection costs determined in the Act on flat rate collection costs as from the end of the payment deadline.

6.6. The Seller retains its ownership of the product until the full payment of the purchase price. Until the full payment of the purchase price, the Purchaser shall not be entitled to alienate the product or encumber the same in any manner. If any third party enforces any claim against the Purchaser on any legal title, Purchaser shall inform the Seller thereon. Further, the Purchaser shall notify such third party in writing on the fact that the product is owned by the Seller. Besides the above, Purchaser shall also be obliged to notify the Seller without any delay if any product the ownership of which has not been transferred to the Purchaser yet have been confiscated.

6.7. In case of a sale and purchase transaction in which the purchase price is payable in instalments the full remainder of the purchase price shall become due and payable if the Purchaser is in default with any of the instalments.

7. Delivery

The delivery deadline shall be the deadline set forth in the confirmation of the offer.

The Seller – unless the order confirmation contains an explicit provision to the contrary – shall be entitled to make partial deliveries within the delivery deadline.

The method of delivery and the type of the transportation vehicle shall be determined by the Seller based on the requirements of the Purchaser.

The method of delivery is to be determined in the order confirmation. The Seller reserves its right to select the delivery route and vehicle for the case that the Purchaser requests the products to be delivered to its own premises.

8. Fulfilment

The place of fulfilment shall be the delivery address to be agreed on by the parties in the confirmed order. The delivery is deemed to have occurred once the Purchaser has taken over the goods confirmed by a receipt.

If the Purchaser organizes the delivery by itself and the goods are handed over to the freighter until the time determined in the contract or the Purchaser has been served a notice within the deadline set forth in the contract, the commercial deal is deemed to be fulfilled. In such case the place and date of fulfilment shall be the place and date of the handover of the products to the conveyor or to any party engaged in the transportation of the product.

By fulfilment the risk of loss shall burden the Purchaser.

The delivery deadline shall be extended by the period of all hindrance arisen by the suppliers and/or sub-contractors not being attributable to the Seller, the period of force majeure events and the period of the Seller exercising its retention right. Extraordinary environmental and political events, strikes, fire, floods, actions of authorities, catastrophe situations, extraordinary snow barriers, wars and riots shall qualify as force majeure events.

9. Product takeover, complaints

The products may be taken over by the Purchaser or its legal representative personally. Any other person may only take over the goods for and on behalf of the Purchaser based on a duly signed Power of Attorney. The quantitative and qualitative examination of the goods shall be the duty of the Purchaser which shall be conducted by the Purchaser without any delay following the takeover and/or the receipt of the goods. The Purchaser shall be obliged to make a complaint on all visible delivery defects without any delay and to draw up minutes jointly with the Seller (or with the Seller's freighter if approved by the Seller). In case of deficient performance, the Purchaser shall be obliged to notify the Seller in writing following which the Seller shall examine the lawfulness of the complaint and takes the necessary measures for the averting and settlement of the defect.

Retransfer of the goods may only occur based on a separate agreement.

10. Guarantee, warranties

10.1. The Seller warrants that the product provided by it complies with the features set forth in applicable legal regulations and in the order confirmation. For the case of proper use and compliance with the provisions / limitations of use determined by the Seller / Manufacturer the Seller guarantees that the products are suitable for proper use.

In respect of liability for defects the provisions of the [Hungarian](#) Civil Code shall be applicable. If the product is defected at the time of the transfer of the risk of loss, the Seller undertakes to either repair – during working hours of the Seller – or to exchange the same with another intact product, unless the repair or exchange is not possible or the fulfilment by the Seller of the warranty claim would result in disproportionate additional costs.

10.2. Following becoming aware of the defect the Purchaser shall be obliged to notify the Seller on its complaint without any delay.

10.3. If the Seller fails to exchange the product within an appropriate deadline or fails to repair such product, the Purchaser – in its discretion – may request the decreasing of the purchase price or it may be entitled to unilaterally terminate the [order](#)/contract with retroactive effect. Such unilateral termination right may not be exercised in case the defect is insignificant.

10.4. In case of the negligent breach of any material contractual obligation the Seller's liability for damages shall be limited for damages directly arising from such breach.

10.5. Any further warranty claims of the Purchaser are hereby excluded, unless the liability of the Seller may not be excluded for example in case of wilful actions and gross negligence.

11. Limitation of liability

Besides the damage claims referred to above, any further damage claim of the Purchaser on any legal title shall be excluded. This provision shall not affect the case if Seller's liability for damages is based on its wilful conduct, its gross negligence or is caused by way of committing a crime and further if it arises from a breach of contract resulting in the damaging of life, bodily integrity or health, and further, if the same is based on any legal regulation pertaining to liability or guarantee obligations.

Purchaser hereby acknowledges and accepts that the Seller shall not be liable for any consequential or indirect damages arising out of any default in performance or any other non-contractual performance. Purchaser hereby acknowledges and accepts that the liability of the Seller for such damages shall be limited to the purchase price and it shall not be obliged to pay any amount exceeding the purchase price. The exclusion of liability for damages set forth in the present clause shall not be applicable for cases when the exclusion or limitation of liability for damages are prohibited by law.

12. Supplementary arrangements

All supplementary arrangements shall only be valid if made in writing.

13. General provisions, competent court and applicable law

13.1. The Seller shall be entitled to unilaterally modify the provisions of the present GTC by publishing on its website of the modified GTC with 5 business day notice to be delivered in advance. In respect of the individual orders the provisions of the GTC being effective at the time of the confirmation shall be applicable. The effective GTC is available on the website of the Seller.

13.2. The Contracting Parties shall attempt to settle all legal disputes which may arise between them in an amicable manner within 30 days. Should this prove to be unsuccessful, either of the parties shall be entitled to submit such legal dispute to the competent courts having jurisdiction based on the registered seat of the Seller.

13.3. For issues not regulated herein the Hungarian Civil Code and other applicable Hungarian legal regulations shall be applicable.