

## **General terms and conditions (GTC)**

The present General Terms and Conditions (hereinafter: "GTC") are applicable to all the offers, sales and deliveries by the **Contractor**, a B+M Hungária Kft., (registered office: 2045 Törökbálint, Tópark 4., Company registration number: 13-09-070976, Tax number: 12076800-2-13), hereinafter referred to as „**B+M**” to the **Customer** and defines the rights and obligations of the Parties regarding the fulfilment of the orders by the Contractor. The present GTC does not apply to the Customer who is a consumer according to the applicable legal provisions. Deviations and changes to these terms and conditions will only become effective if they have been specifically agreed in writing with B + M and then were approved. Orders are accepted and confirmed in accordance with these terms of sale and delivery. The present GTC is valid and effective indefinitely for the entire territory of Hungary from the date of issue. B + M reserves the right to unilaterally amend this GTC, in whole or in part, at any time, subject to the laws in force, and to make specific notice of the amendment and the changed text and its full disclosure on their own website.

The amendment does not affect the concluded contracts, the contracts are governed by the GTC in effect at the time of the conclusion of that agreement, whereas in the case of a framework contract and thus a lasting legal relationship, the terms will change upon its entry into force, in this case B + M is required to notify the Customer by email.

### **1. Offer, order and confirmation, prices:**

The delivery contract between B + M and the Customer may be the result of a request for quotation, an order without a request for quotation or a Commercial Framework Contract concluded in advance by the Parties. Request for quotation from Customer shall be made in writing (by email or telephone), in which case B + M shall provide a written offer within 5 (five) days of receipt of the request for quotation, on the basis of which the Customer shall place an order with B + M in writing in order to conclude the contract. B + M must confirm the order within three (3) days. The Customer shall declare in writing that they have read and accepted this GTC. Failing this, the contract shall not be concluded. If B + M does not make an offer on the basis of the request for quotation or a written order is not made on the basis of the offer, the contract shall not be concluded between the Parties. In case the Customer sends a written order directly to B + M without a request for a quote, the contract will be concluded with the written confirmation that the Customer declares that they have read and accepted this GTC. B + M will request the Customer to make a statement. In accordance with the commercial framework contract signed in advance by the Parties, Customer shall in all cases place orders in writing for B + M. B + M shall acknowledge receipt of the order in writing (both on the basis of the individual contract and the framework contract) within 3 (three) days. In case no confirmation is made within the time limit for any reason, the order shall no longer be binding on the parties and the particular transaction shall not be made. The Customer shall indicate in the order the name, telephone number of the representative, the data of the persons entitled to receive the goods, the exact address in case of delivery to different places and the suitable times for the receipt of the goods. Binding offers made by B + M, or offered rates unless otherwise stated, are valid for 30 (thirty) days. The Customer may complete his order within this time limit. If the order differs materially from the offer made by B + M, the order shall be considered as a new offer request. Unless explicitly stated otherwise, B + M offers refer to the receipt of goods from B + M's warehouse. Warehouse shall mean the warehouse of the branch which makes the offer. The unit prices quoted in the offer are net prices, and do not contain of value added tax. The cost of additional packaging, shipping, loading, freight, customs, duties, taxes and any (desired) insurance beyond the original packaging shall be borne by the Customer. The Customer shall be responsible for the handling of the packaging material at its own expense. If certain prices and / or conditions have been accepted by B + M under a framework contract, then these prices and / or conditions are expressly provided that they are based on price formation factors other than B + M's delivery (such as producer / supplier prices, collective bargaining fees, or factors outside B + M's interests) do not change it; in the event of any change in this regard, B + M shall be entitled to a correction upon immediate notice to the Customer.

### **2. Delivery / service:**

Delivery times start at the time of the receipt of the order in the case of a request for quotation, confirmation of the order in the case of a direct order, or fulfilment of the prior obligation to perform of the Customer. Such advance fulfilment obligations may include, for example, additional

specifications, bank guarantees, payment authorizations, advance payments, etc. B + M in its bid for the offer, in case of a direct order, it shall provide in the confirmation thereof the time limit for delivery of the ordered goods to the previously specified address or delivery from the warehouse. B + M will do its best to meet this deadline as much as possible. In case B + M exceeds the deadline within 5 (five) business days, Customer shall, in writing, provide B + M with notice, with the right to withdraw from the contract or demand performance, upon a reasonable extension. B + M delivery deadlines and dates will be extended according to the measures wage fights, in particular strikes and disqualifications, walkouts, unforeseen difficulties in supplying or affecting raw materials and consumables, defective manufacturing or execution, or unforeseen barriers, in the case of other force majeure beyond the will and interest of B + M, provided that the measures or obstacles have a significant impact on the production and delivery of the subject matter of the contract. These provisions also apply if the above listed circumstances occur with manufacturers or subcontractors. B + M will notify Customer as soon as possible of the beginning and end of these measures and obstacles. In case of subsequent changes and specifications, the delivery date will also be modified accordingly. In the event of a delivery delay not attributable to B + M, the Customer is not entitled to compensation for any damage that may arise. Compliance with the delivery deadline presupposes fulfilment of Customer's contractual obligations to B + M. If the Customer requests delivery of the Goods, it shall be delivered to the address specified in the order, failing this, the place of taking over shall be the address defined in point 3. In all cases, B + M shall be entitled to invoice the costs, expenses and costs incurred in the event of delay in performance in accordance with the wishes of the Customer or for any other reason in the interest of the Customer. The delivery deadline is met if the goods to be delivered have left B + M's premises or the Customer has been notified about the availability of the goods. If the Customer has been notified by B + M that the ordered goods are ready to be shipped or picked up, the Customer shall, without prejudice to his payment obligation, arrange for the receipt of the goods within 14 (fourteen) days of such notice. If no receipt is made within this time, B + M shall be entitled to store the goods at expense of the Customer and at its sole discretion. In the event of a delivery delay of more than 30 (thirty) days, B + M shall be entitled to sell the goods to another party. If the Customer fails to meet its acceptance or delivery obligation for more than 90 (ninety) days and resale by B + M is not successful, B + M shall be entitled to invoice the value of the goods and any other costs to Customer. Packaging materials will be billed and returned by B + M only as required by law. B + M will charge a deposit on pallets for goods delivered on the pallet. Packings / pallets with a deposit shall be invoiced by B + M upon receipt of the goods and shall be returned at the same value upon return by the Customer, provided they are in intact condition.

### **3. Fulfilment, delivery and liability transfer:**

The place of transfer and delivery, unless otherwise agreed, is the warehouse of the place where the B + M order was placed. If the Customer requests the delivery of the goods to a different place of delivery, they must provide this in the written order. Customer is also obliged to accept partial performance. With the transfer (from the first day of the delay in the case of receipt of delivery, including without taking over the goods), the risk of damage and full liability, especially due to unexpected events, are transferred to the Customer. In case the place of transfer is determined to be elsewhere, the risk transfer shall be affected by transfer to the freight forwarder, carrier or other agent. If shipment to another location is not made by or through B + M or the manufacturer, B + M will order the shipment to the account of the Customer. Where the place of delivery is determined at a location other than B + M, it shall be understood as being without unloading. Unloading the vehicle is the responsibility of the Customer. This shall always be ensured in the appropriate storage area next to the delivery vehicle; if Customer fails to comply with this obligation, it shall bear the cost thereof. The Customer shall take immediate action to unload the delivery vehicle, any delays in unloading shall be borne by the Customer and shall be invoiced to them.

Unless expressly agreed to be unloaded by the carrier, the unloading shall be invoiced separately. Unloading means unloading the goods at an appropriate warehouse designated by the Customer directly next to the delivery vehicle. Any additional services will be subject to separate agreement

and will be charged separately. Delivery to another location shall in all cases be carried out in such a way as to ensure that the delivery vehicles can enter as far as possible. Failure to deliver in the absence of possible and authorized entry or proper storage shall also constitute delayed receipt. Special arrangements are required for rail freight. If the authorized representative of the Customer is not available or cannot be found at the time of delivery, B + M shall be entitled to refuse delivery and to return it at the expense of the Customer. The Customer will be overdue for delivery if the Contractual performance fails due to a fault attributable to them or do not certify receipt of the Goods credibly, which forces B + M to refuse to deliver the Goods. In such case, any additional costs incurred as a result of the Customer's alleged conduct (such as return to site, storage, expiration of warranty period, etc.) shall be borne by Customer. The Customer is obliged to store and transport the received goods in a professional manner, using and installing them according to its intended purpose and in accordance with the applicable technological guidelines of the manufacturer of the product and with the required expertise. Any other action taken by the Customer shall be at their own expense.

#### **4. Guaranty (Warranty):**

B + M warrants for a period of six (6) months that the goods are, at the time of the risk transfer, in perfect condition and in accordance with the agreed nature and quantity. B + M acts as an intermediary. B + M does not test the properties of the goods provided and guaranteed by the manufacturers or importers. Information and warranties of merchandise, such as calculations, size and material extracts, average consumption values, test results and certificates provided by manufacturers and importers in publications, especially catalogues, brochures, leaflets, advertisements, diagrams, price lists, etc. are not binding for B + M, they do not create a warranty obligation on the part of B + M. Professional control, in particular with regard to the project specifically affected, is the Customer's sole responsibility, as well as any change needs resulting therefrom. It is the Customer's responsibility to promptly inspect the goods and promptly notify in writing any defect or objection. The Customer's authorized representative (or, in the case of taking over from warehouse, their authorized carrier) is obliged to ascertain and verify the parameters (equivalence, quality, quantity, integrity, etc.) of the goods shipped or acknowledge the receipt by signing the delivery note.

Any objections shall be made by the Customer in writing at the time of receipt of the goods, in all cases on the delivery note, or in the case of transport by the freight forwarder on the waybill. Failure to do so shall be borne by Customer. In the event of defective quantity or quality inadequacy of the goods, Customer shall notify B + M in writing at the same time as the receipt of the goods, and no later than 1 (one) business day thereafter, and give them the opportunity to view and verify them. If Customer does not provide B + M with an opportunity to view the goods, B + M will not be liable for any warranty. Claims arising from a defect shall not be enforced unless the Customer has failed to fulfil its immediate control obligation and has not complained of the defect immediately or, in the case of a hidden defect, at the time of its discovery, specifically and in writing. If the Customer experiences any defect in the delivery of the building materials at the time of installation or resale, it shall immediately notify B + M in writing. In the event of any objection to the quality of the building material, the Parties shall seek the opinion of the manufacturer first. If its opinion is not accepted by one of the Parties, the Parties shall seek the opinion of an independent expert, the cost of which shall be borne by the wrong party according to the result of the expert opinion. The Customer shall also open the packaging units for inspection. The warranty does not cover, in particular, the following: improper or inadequate storage, use, handling, operation, working or processing, improper installation or commissioning by the Customer or third party, natural wear, improper use of fuel by the seller in the goods non-compliance with the instructions given, modifications to the goods, improper chemical, electrochemical, electrical or other physical impacts on the goods and improper repair. If B + M is required to provide a warranty, this may be at the option of B + M in the form of a free repair or new or replacement shipment. Replaced parts and goods are the property of B + M. Customer shall provide B + M with the time and opportunity necessary to make repairs or to carry out replacement shipments as deemed necessary by B + M, without loss of any further claims arising from the defect.

Customer shall be entitled to rectify the defect itself or to claim reimbursement of B + M only in urgent cases of endangering operational safety and to prevent disproportionate damage to which B + M must immediately inform B + M of the error, Customer shall be entitled to remedy the defect by themselves or by a third party and to claim from B + M the necessary expenses. In the event that B + M's repeated actions on warranty obligations of at least twice do not lead to the rectification of the defect and no further repair is expected, the Customer shall be entitled to demand changes or price reductions. Subject to the above conditions, Customer is also entitled to have the defect repaired by itself or by a third party and to require B + M to reimburse the necessary costs. Customer is not entitled to any additional warranty claims. Replaced parts or repairs are subject to a 3 (three) month warranty (otherwise as described above); however, at least until the end of the original warranty period for the item shipped. Replaced parts and goods will be returned at Customer's expense.

#### **5. Replacement / Refund:**

In general, neither the replacement nor the return of goods is possible. B + M may, in its sole discretion, deviate from this rule in an exceptional, fair and specific manner. In all cases, the goods shall be in their original condition in perfectly undamaged condition and fully eligible to be resold. In the case of a refund by B + M, it charges the manipulation cost corresponding to 20% of the selling price. Under no circumstances shall the goods be returned at the expense of B + M.

#### **6. Payment:**

Payment and bank deduction deadlines are in effect from the billing date. Unless otherwise specified or as otherwise agreed between the parties, payment for the shipment is due upon receipt of the invoice. Incoming payments are generally used to cover immediate additional costs (costs, interest, etc.). The remaining amount is settled against claims for the earliest deliveries or services. The deduction of financial benefits (discount) will only be approved if it is made within the agreed amount and within the agreed deadline and there are no other overdue debts. In the event of late payment, the annual MNB base rate plus 8% interest on the delay shall be charged. In the event of liquidation or bankruptcy proceedings against the Customer, all claims are due immediately. In addition, B + M will be relieved of any further service and delivery obligations in the event of any failure to meet these payment terms or deadlines, and shall have the right to withhold shipments and services that have not yet been executed, to demand prepayment or security, or to terminate the contract. B + M can request an advance of up to 100% of the recommended value of the product for custom-made or custom-made items or for reasons of rarity or otherwise not sold in bulk. You must inform the Customer in writing of your request to that effect and the extent thereof in the offer sent to the Customer for the particular product or at the latest in the order confirmation. If this product is not received by Customer, B + M shall be entitled to claim the full amount by deduction of the advance already paid.

#### **7. Reservation of ownership:**

The goods supplied remain the property of B + M until all claims on the consignment have been settled (the amount of the invoice plus any interest and incidental expenses). The Customer shall inform its customer or the ordering party of this fact. Deliveries in connection with a specific construction project, even if they are ordered in instalments, shipped and invoiced, are counted as one order unit. In such a case, the right of retention of ownership regarding all goods ceases to exist when the receivables from this transport unit have been settled. In the event of late payment, B + M shall be entitled to withdraw the title products without withdrawing from the contract. By accepting these Terms and Conditions, Customer gives its final and irrevocable consent to B + M delivering any goods for which the Customer has a financial delay of at least 10 business days, either personally or through an agent from the Customer's premises, its warehouse or the place of installation. B + M is entitled to charge a reasonable cost for shipping and handling any return. The Customer is responsible for ensuring the delivery of the goods, any loss or non-delivery costs incurred by the Customer shall be borne by the Customer. Until such time as the right to retain title has expired, the Customer may not pledge or pledge the goods as collateral or pledge.

## **8. Compensation:**

B + M acts as an intermediary. B + M does not carry out its own tests to verify the properties specified and guaranteed by the manufacturers or importers. The particulars given by the manufacturers or importers in publications, in particular catalogues, brochures, leaflets, advertisements, diagrams, price lists, etc., relating to the characteristics of the goods, such as calculations, size and material extracts, average consumption values, test results, and certificates are not verified by own tests of B + M. Professional inspection, especially with respect to the project specifically affected, is the Customer's sole responsibility, as well as any modification needs resulting from any error. B + M assumes no liability whatsoever, beyond the warranty, for any of the features, quality, characteristics or usability of the products sold by B + M as specified in the Product Data Sheet. B + M assumes no liability whatsoever, beyond the warranty (see above), for the features, quality, condition and serviceability of the products sold by B + M. Furthermore, B + M assumes no liability whatsoever for calculations, uses, test results and certifications, etc., and in particular any information provided by manufacturers or importers in publications such as catalogues, brochures, leaflets, advertisements, diagrams, price lists, etc. The intended use of the Products by Customer is unknown to B + M. B + M is liable for breach of contract which it intentionally caused through gross negligence or damage to life, bodily injury or health during performance of the contract. B + M's liability towards the customers of Customer shall be excluded to the same extent as to Customer. Therefore, in the event of resale, the Customer is obliged to limit their customers' claims for any reason accordingly, failing which they shall bear. To the extent that B + M is collectively and severally liable to Customer and / or its successors in accordance with product liability law, all of them shall be entitled to claim damages from B + M unless it is proved that the product causing the liability existed before B + M has started to market the product and or the information obligation has not been violated. If the products are exported to countries outside the European Union, no claim for damages or warranty shall be made under the law, unless B + M has given its written consent to export to the specified country.

## **9. Withdrawal from the Agreement:**

B + M shall have the right to withdraw from the contract besides the ones listed in Section 6 in the following cases, without prejudice to any other right arising under the contract or the law: In the event of liquidation or enforcement proceedings against Customer, B + M shall be entitled to terminate the contract without any further time limit. In addition, B + M shall have the right to terminate the contract at any time up to the date of delivery of the product if B + M becomes materially wrong in the calculation of quotes or quotations with the Customer or third parties; consequently, Customer is not entitled to any rights in respect of B + M.

## **10. Annulment**

The annulment of one or more of these GTCs or sub-clauses shall not affect the other provisions of these GTC. The provisions or sub-paragraphs which have been annulled shall be replaced by the provisions which are closest to the meaning and purpose of the annulled provisions. These GTCs are an integral part of all sales / commercial contracts with B + M. Any business conditions of any kind, in particular the purchase terms and conditions, which are in conflict with these GTC, are completely invalid. If the GTC and other provisions of the contract are different, the latter shall be deemed part of the contract.

## **11. Choice of applicable law, competent court:**

The legal relationship between B + M and the Customer shall be governed solely by the provisions of Hungarian law. In the event of any legal dispute arising out of the existence of this legal relationship, the Budaörs District Court or the Budapest District Court shall be competent where it is applicable.

## **12. Data Protection:**

Information relating to the business relationship (in particular names, addresses, telephone numbers, fax numbers, email addresses, ordering, delivery and billing addresses, ordering date, goods or services ordered and delivered, number, prices, delivery deadlines, payment and notice deadlines, etc.) stored and processed in B + M's IT system. Customer expressly authorizes B + M to request information about them, in particular their financial position, from third parties (such as banks and creditors) and to process this data with automated support.

The Customer shall at any time, upon request, release any third-party bank secrecy or confidentiality obligation. The Customer expressly agrees that information (including balance sheet data) relating to its or its affiliated companies may be transmitted to insurers where it is necessary to secure customer receivables; and to protect the interests of creditors; and banking relationships for rating receivables or other risk assessments. Customer expressly authorizes B + M to transmit to third parties its address, telephone, fax, email and other company information (headquarters, number of articles of incorporation, etc.) and order statistics.

### **13. Copyright:**

Plans, sketches, drawings, cost proposals, samples, catalogues, brochures, and other documents and files, including in digital format, remain the intellectual property of B + M or other right holders, and copyright and other proprietary rights shall not be transferred to Customer. Customer is granted a limited right to use the documents of B + M, such as plans, sketches, drawings, etc., for the purposes specified in the contract; this use is subject to the full performance of Customer of their contractual obligations to B + M. If Customer violates these terms or breaches copyright, it is completely deprived of its ability to use and is fully liable for damages.

**Törökbálint, 01.07.2016**