

## **General Terms and Conditions**

### **1. *General provisions – validity***

- 1.1 The following General Terms and Conditions refer to all contracts, transport and other services regarding to the contracts are concluded by our Company. The present General Terms and Conditions refer exclusively to all contracts are concluded by our Company, our permission is necessary in writing form if the Client would like to change the terms or if it has any conflicting term.
- 1.2 All the agreements are concluded between us and the Client is regarding fulfill the present contract, the writing form is obligatory.
- 1.3 Our General Terms and Conditions valid against all of our contracting partners.
- 1.4 Our General Terms and Conditions valid for all contracts are concluded in the future even if the Parties did not make any agreement expressly posterior.
- 1.5 The minimum value of the order : 10.000,- (to say ten thousand) HUF, under the value the Client has an obligation to pay all the costs of the transport rate.

### **2. *Offer- Offer Documentation***

- 2.1 The Client can ask its demand towards our Company on phone, fax and in email. Our Company sends an offer for the order.
- 2.2 The order that the Client informed our Company it is an offer it is based on the 211.§ of the Civil Code, refer to 30 days, the elimination of the offer obligation is invalid, in case that our Company does not send an offer so the Client get out of the offer obligation.
- 2.3 Regarding the figure, drawing, calculation and other documents we hold up our ownership right and copyright, these documents are business secrets, so it is prohibited to give them to the third party. Regarding the same all, but mainly thereon written documents are signed by “confidential”. The Client’s permission needs before these documents are sent to the third party.
- 2.4 Regarding our Promotion material/ Discount Cost offer or newsletter are informed, for want of order the offer obligation is not apply.
- 2.5 For the definition of the matter of the transport the written form order and offer is the precedent.

### **3. *Prices- the conditions of the payments***

- 3.1 If from the order- confirmation does not follow other, our prices valid transport store parity. If the ware needs special wrapping so the Parties make an extra agreement. Transporting out of Hungary the Client has an obligation to pay the transporting costs.
- 3.2 Our prices do not include the VAT, the VAT is indicated on the bill it is based on the rate of the law.
- 3.3 The deduction of sconto (discount which it is up to the term of the payment) can be by right of written form agreement.
- 3.4 If form the order- confirmation/ bill do not follow other, the net (without deduction) purchase price become due within 8 days from the date of the bill. If the Client is in delay, we are entitled to the duplex of the bank of issue basic interest, as delay interest. Our Company is entitled to enforce the damage which is beyond the delay interest. In case that the order is not pass the 100.000,HUF, to giving the wares is based on collect or on prepayment.
- 3.5 If the transport delays on the Client request, after one month after the information of the suitability of the transport (happening in the store of the transporter) the revealed costs but minimum the 0.5% of the amount of the bill it is on invoice for the Client as a storage price. The transporter entitled to dispose of the ware and to transport for the Client for an elongated dead-line after when it has fixed a dead-line and the dead-line has run out pointless.
- 3.6 The Client entitled to count in its offsets if its offsets are stated legally binding or those are admitted in written form by our Company. The Client has a right for lien if the offset is based on the same legal relation.
- 3.7 If the transport is failed by the Client actionable conduct, so the Company entitled to enforce indemnity which is the 25% of the order price.

### **4. *Delivery Term***

- 4.1 To commence the delivery term appointed by the Company, all technical details must be cleared.
- 4.2 Client is entitled to abandon the contract in the event it has already provided the Company with a prolonged term by giving a warning for the abandonment and this prolonged term ends with no result. Damage arising from the lack of completion can only be claimed by the Client when the delay has occurred as a result of deliberate or severe negligence of the Company or as a result of serious violation of the contract. The Company's liability for damage claims shall be limited to 5 % of the resulted damage. Our prices have been stated independent from the limitation of liability.

- 4.3 Keeping our delivery obligations requires the Client to complete its obligations legally, in good faith and in time.
- 4.4 In the event the Client should be in delay with the receipt or should in any other way violate its obligation to cooperate, the Company shall be entitled to claim damage that rises above the delay penalty included with all extra costs. In this event the risk of the destruction and damage of the product shall be born by the Client from the time when the Client is in delay with the receipt of the product.

## **5. *Transfer of risk and receipt.***

- 5.1 Unless other is resulted from the order-confirmation/invoice the delivery shall proceed in storage delivery parity.
- 5.2 The risk, also included the casual destruction shall transfer to the Client when the product has been given to the Client's disposal in the storage of the Company or has been given to the forwarder, latest when leaving the storage.
- 5.3 As a request to the Client we shall provide delivery insurance which cost shall be born by the Client.
- 5.4 In the event the delay in the delivery is resulted by a reason for which the Company is liable for, the risk shall transfer to the Client on the day the product is suitable for delivery, but in this case upon the request of the Client the Company shall be obliged to claim the insurance at the expense of the Client. The Client shall be obliged to take over the products not violating its rights stated in chapter 6., even if they have non-essential defaults.

## **6. *Warranty***

- 6.1 The warranty rights of the Client shall be applied when the Client has fulfilled its control and claim rights stated in article 283. (3) of the Hungarian Civil Code within 3 working days. The claim must be filed in writing containing the detailed content of the claim and all interests and matters arising from the claim. Our Company shall reply to the claim within 15 days from the confirmed receipt.
- 6.2 In case of any default, the Company is obliged to solve the certain matter and bear the arising costs when the default is not a result of improper use.
- 6.3 In the event the Company should not prepare the fault or should deny to do it or should be in delay for a reason the company is responsible for or the defect was not solved for another reason, then the Client shall be entitled to abandon the contract or ask for a discount.

- 6.4 The Company shall not be responsible for any damage that does not result in the product itself, especially the Company is not liable for any lost profit or any other damage of the Client.
- 6.5 The above mentioned exclusion of liability is not applicable in cases when the damage is a result of deliberate act of severe negligence.
- 6.6 Twelve months warranty is effective from the day of the transfer of risk.
- 6.7 Our guarantee services only concern defects regarding material and production, any fault arising from the simple use of the product, further more damage caused by deliberate act or negligence our warranty shall be excluded.
- 6.8 The warranty services shall only be completed when the Client keeps the terms of the use instruction also regarding control and maintenance and using professionals.
- 6.9 The products shall be considered equal to the agreed content when it is exact with the product description.

## **7. *Maintenance of property***

- 7.1. Until all payments have been fulfilled arising from the delivery contract the Company shall maintain its right of ownership on the products. In the event when the Client breaches the contract, especially any delay of payment, the Company shall be entitled to claim back the product. This does not mean that the Company equally abandons the contract except if the Company gives such an expressed declaration. If the Company does abandon the contract, it is entitled to claim back the product and to claim 25 % of the purchase price as frustration penalty and any damage caused over this amount. After having taken back the product the company has a right to sell it and from the incoming payment – deducting costs of the sale – other claims of the Client may be offset.
- 7.1 Client shall be obliged – until the full payment of the purchase price – to handle the product delicately and to insure the product at its own cost against fire-, water and theft damages at the products new-bought price.. In the event any works of control or maintenance should be needed, Client has to complete it at its own cost.
- 7.2 In the event of any seizure or intervention of any third party, the Client shall be obliged to immediately inform the Company in writing in order for the Company to file its claim. In the event the third party is not in the position to compensate all costs occurred by the extra-judicial or judicial, then the Client shall be liable to compensate the company with all these costs. Parties state that in case the total purchase price has not been completely paid then until this happens the products remains in the ownership of the Company, therefore it is not possible to seize it, in these cases it is recommended to ask the Company

for a certification of ownership to avoid such seizures proving that the product is not owned by the Client.

- 7.3 The Company maintains its right to request extended and separate guarantees in case of orders with a high amount.
- 7.4 The company shall obligate itself to release the guarantees made to our benefit when asked by the Client if the real value of our guarantees should extend the guaranteed claim with more than 20 %, the choice of which guarantee shall be terminated remains our right.

## **8. *Resent products***

- 8.1 Client shall be entitled to resend the product when the Company states that the product and its belonging equipment are unharmed and it still has the original packing.
- 8.2 After any resent product not concerning the Company's liability there shall be any average fee invoiced in an amount of 15 % of the original product value, but at least 20.000 HUF. In this case the product needs to be in its original packing and it needs to be unused, otherwise the Company shall maintain its right to claim a higher average fee than the one mentioned in this article. The previous consent of the Company shall be required in all cases of resending products, also for those products that have been prepared on individual requests.

## **9. *Court competence – place of performance***

- 9.1 Regarding any legal debate arising from the present contract – depending on the debated amount limit – the court operating at the Company's seat shall have juridical competence.
- 9.2 Unless other can be understood, the place of performance shall be the Company's seat.

## **10. *Storage of Data***

- 10.1 Client shall acknowledge that based on the present agreement in order of the electronic process (such as order-confirmation/invoice/issuing the invoice) the Company shall store the data of the Client.

## 11. *Partial validity*

- 11.1 In the event any of the provisions of the present contract should become invalid or the contract should lack any rules, this shall not effect the validity and force of the whole contract.

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