

## **General terms and conditions Metal-Tech Expert Ltd.**

### **1. General conditions**

These General Terms and Conditions shall apply to the Purchasing Orders with Metal-Tech Expert Kft. (Hereinafter MTE) for manufacturing, buying and selling of steel structures and components, subject to the terms and conditions detailed below, unless the Contracting Parties have agreed to differ from these General Terms and Conditions in an written form.

The Buyer's other unique or general business request is only expected by the written consent of MTE.

The deviation not contested by MTE does not imply acceptance of the derogation.

The General Terms and Conditions of the MTE web site are public and are validly stipulated in the legal terms of the Parties.

### **2. Quotations and Purchasing Orders (Agreement)**

MTE considers the price quoted by it to be valid for the quantity, quality and price of the goods and services included in it, without the obligation of stock or capacity.

The PO may only be considered to be accepted by MTE if it has been sent in written form by the Customer or if the Parties have jointly agreed in it and recorded in written form as well as the necessary technical documentation is available.

The order may be considered valid by the confirmation of MTE sent in written form to the Customer, with the accurate specification and the expected delivery time and other conditions. MTE reserves the right to accept orders for certain goods or services only with advanced payment.

In case of cancellation of ordered products or services with advanced payment, the Buyer loses it, and MTE is not obliged to reimburse it, reserving the right to enforce the penalty caused by the actual damage beyond the advanced payment.

In case of disputes, the order confirmation is considered to be relevant for the content of the contract. The order shall clearly include the name, address, tax number, notification and delivery address of the Customer and the name and position of the contact person who sent the order.

Any stipulations on the order are only valid if it is confirmed by MTE in written form.

In the event of the lack of the written confirmation of the verbal order, MTE shall exclude any liability for any deviations resulting any erroneous performance. If the order is returned to the Customer with different conditions modified by MTE, than that order, shall be considered to be a new offer and until the order confirmation of the Customer it is not approved and the original PO is invalid.

After the confirmation of the valid PO the MTE starts the production of it.

If the customer meanwhile terminates the contract followed by its acceptance, MTE is entitled to reimbursement of its costs.

The Buyer has, no right to cancel the contract for the already manufactured products, and obligated to pay the contracted price to MTE.

### **3. Prices, Terms of payment**

The prices of MTE are, unless otherwise agreed, at their premises, which include uploading of the goods to the transportation equipment. The prices of products and services do not include the costs of pallets and other aids used in packaging. MTE lists the packaging and delivery charges on the invoice for the delivered product. The Account is deemed to be accepted by the Parties if the buyer does not expressly state any written objection within 3 days of receipt.

MTE reserves the right to change prices without any restriction.

Payment of the contracted purchasing price is taken by in cash in advance or by bank transfer within a pre-agreed calendar day counted from the date of delivery. In the event of late payment, MTE may charge late payment interest on the Client based on the effective law.

In case of repeated or delay exceeding 15 days of late payment, MTE is entitled to unilaterally change the terms of payment, shorten the payment deadline or refuse the postponed payment.

In such a case, all other claims arising from other deliveries or services rendered to the customer are immediately due, irrespective of possible different agreements.

If MTE learns a credible knowledge of the Bankruptcy or Liquidation Procedure initiated against the Customer, MTE has the right to demand immediate payment of the value of the already delivered goods, regardless of the payment deadline; in the case of orders not yet completed, MTE will only be obliged to pay, if the Customer has paid the purchase price in advance. In case of late payment of the Customer, MTE is entitled to stop or suspend further deliveries to the Customer, without breaching of the contract. MTE may make the commencement of further shipments subject to collateral (bank guarantee, lien, etc.).

### **4. Time, place and mode of delivery, risk transfer**

The deadline for completion, unless otherwise agreed, shall be deemed to be met if the MTE informs the Customer the last day of the delivery deadline stated on the order confirmation or, an if that day is a public holiday, on the first working day following the order that the ordered goods can be dispatched. The goods are considered to be delivered or received as quantitatively and qualitatively according to the delivery note accompanying the goods.

Unless otherwise agreed, pre-fulfillment and partial completion are possible.

Within 3 working days from the date of the completion report, the Customer shall send an appropriate means of transport to the MTE site and carry away the produced goods.

If Customer fails to deliver the goods within 3 business days of the accomplishment report, MTE is entitled to charge a storage fee. This is a minimum of 0.5% and a maximum of 5% of the net invoice value for all started months of delayed take over.

After the third day, MTE is entitled to invoice the order goods, the Customer shall accept the delivery and initiate the payment of the purchased price within the terms of deadline.

The risk is transferred to the customer by transfer to the customer, the forwarding agent, the carrier, or to a person or institution assigned to carry out the transportation, even in the case of free shipment. The transfer of the goods, the choice of means of delivery and routes and the appropriate packaging is carried out by the MTE with the necessary care.

MTE has the right but is not obliged to conclude a shipment insurance. The cost is borne by the customer.

In case of preliminary agreement with the Customer, MTE also organizes shipments, on the cost of Customer.

MTE shall not be liable for delayed deliveries due to freight organization.

## **5. Limitation of liability**

Reasonable modification of the delivery deadline, or the price of the product can be requested and MTE is exempt from liability for work stoppages and unforeseen barriers and changed circumstances that cannot be influenced by it (eg. lack of material, energy, workforce and transportation equipment, unforeseen significant price increases production disturbances, traffic disturbances, regulatory provisions, vis major, etc.), provided that the above obstacles have a demonstrable impact on the preparation or delivery of the subject of delivery. For the aforementioned circumstances, the MTE also assumes no responsibility for any delay or price increases in the event of confirmed orders in the event of late delays in the event of unintentional or gross negligence.

MTE is entitled to participate in the performance of a third party.

If the MTE involves a third party, the liability for third Party liability is ruled out as above.

MTE will inform the Customer as soon as possible about of such obstacles.

If due to the above events the order is rendered impossible, the contract is terminated and the MTE becomes no liable for the delivery obligation. The party who becomes aware of the impossibility of performance, shall immediately notify the other party thereof.

The Party who fails to notify the other one, is liable for the damages .MTE's liability does not cover indirect, consequential damages, including damages resulting from loss of market or loss of production, delays in its suppliers, and those that cannot be anticipated, including damage resulting from any loss of profit. The amount of damages must not exceed the value of the defective goods that are subject to the performance.

## **6. Ownership transfer**

The ownership of the ordered and received goods passes to the Customer at the same time as the full purchase price is paid. Regardless of the payment of the commodity, regardless of its processing or incorporation, MTE maintains its ownership.

Upon termination of the order, the Customer shall waive the MTE's liability for the receivables arising from the further sale of the reserved property on the amount of the debt and the costs.

For the purpose of taking back the reserved property, MTE has the right to go to the customer's premises and dispatch the unpaid goods, to which the Customer shall provide loading assistance. The same shall apply, if other circumstances suggesting a material deterioration in the client's property relations and endangering our demand for payment give the customer an authorization to do so after the order has entered into force.

We will issue a credited invoice for the goods returned with a value of 80% of the original invoice value and further reducing our associated costs.

## **7. Complaint, Guaranty, Warranty**

MTE is responsible for ensuring that the goods it sells meet the quality and quantity requirements specified in the order and acknowledgment.

In the event of a discovery of a manufacturing failure, the Customer shall provide MTE detailed information about the fault, possible repair,

The complaint must include the name and identification of the defective goods or consignment and the exact marking of the defect with the evidence.

The Customer may use, repair, dispose of, install, or repair the claimed goods at their own risk, but shall also ensure that the MTE may inspect the goods.

MTE shall inform the customer in written form about the method of repair, deadline and correction of the fault, repair and replacement.

MTE reserves the right to repair the goods complained of and to approve the repairs made by the Customer.

The Customer agrees to ensure MTE to repair on his site the required parts as required.

### **8. Settling of legal disputes**

Parties shall settle their disputes in a peaceful manner, preferably by avoiding litigation. Issues not covered by the Agreement are governed by Hungarian law and PTK and other legislation.

The courts of the Nagykanizsa Municipal Court shall decide on the jurisdiction of each of the parties in case of any dispute arising from this Lease Agreement.

Nagykanizsa, 01.03.2022