KAYS Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság
General Terms and Conditions

I. Scope of the contract

These General Terms and Conditions have to be interpreted together with the quotations, order confirmations, invoices, delivery notes and all the other documents that are connected to notifications issued by KAYS Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság, as the Supplier – hereinafter referred to as Supplier -, and the contracts and framework contract concluded by the Supplier and the Buyer.

Any effective deviations from these General Terms and Conditions may take place only in written form, signed and approved by Supplier and Buyer.

Data of Supplier:
Name: KAYS Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság
Short name: KAYS Kft.
Registered seat: 9028 Győr, Régi Veszprémi út 14-16.
Company registration court: Company Registration Court of the Regional Court of Győr
Company Registry Number: 08-09-012149
Tax number: 13272786-2-08
Community tax number: HU13272786

II. Prices

Supplier shall issue its invoices on the basis of individual agreements. The prices given by supplier are included in the quotations, therefore, they may be modified without any separate notice in the case of legislation changes and authority measures that are independent of Supplier.

The prices indicated in the quotations of Supplier are net prices, they do not contain the VAT.

III. Validity deadline of quotations

The quotation of Supplier is valid until the deadline that is indicated therein. The contents of the quotation do not oblige Supplier in any form after the passing of this deadline. Supplier's being tied to the quotation ends at the end of this deadline. If there is no validity deadline indicated in the quotation, the quotation is valid for 30 calendar days.

IV. Delivery deadline

The delivery deadline is given in the quotation. If the delivery deadline indicated in the order confirmation is other than the deadline indicated in the quotation, the latter deadline, the deadline that is fixed in the order confirmation has to be applied.

The period that is given in the form of the delivery deadline has to be calculated from time of the receipt of the order – or in the case of advance money payment, from the time, when the advance money arrives to the bank account of Supplier. Supplier is entitled to modify in writing the deadline that is given in the confirmation, but in case Buyer does not accept it, Buyer is entitled to renounce the order within 2 (two) days after the receipt of the notice containing the deadline modification, without charging any additional fee.

If Buyer assumes that it will not be able to take over the goods at the agreed time, it shall communicate this to Supplier in writing immediately, together with the expectable new taking over deadline. Supplier shall act in the interest of delivery corresponding to the request of Buyer, however, it is entitled to enforce against Buyer its surplus costs or damages that may possibly occur due to delays caused by reasons or circumstances arising within the interest scope of Buyer.

<u>V. Delivery</u>

Supplier shall ensure the taking over of the goods at its branch unit located in Győr in the lack of any other written agreement of the parties, independently of the value limit.

Buyer shall indicate the accurate delivery address on the order. Supplier is entitled to enforce against Buyer all the costs that will arise due to the wrong or deficient delivery address being given. The surplus delivery costs arising from transactions that deviate from normal business conduct (e.g. express transport), in the lack of other written agreements will have to be also covered by Buyer.

With handing over the goods to the forwarding company Supplier’s performance has to be deemed as performed, that is, the taxable transaction had actually taken place. Therefore, based on Section 55 (1) of the VAT Act, the day of the given performance creates a tax paying obligation, and it is classified as the time of performance of the issued invoice.

<u>VI. Handing over-taking over</u>

The branch unit of Supplier located in Győr is the place of handing over the goods in the case of ex-works (EXW) parity. The handing over-taking over of the goods in the case of ex-works (EXW) parity is the branch unit of Supplier located in Győr, in all other cases it will take place at the registered seat, premises, branch unit of Buyer or at any other place that is indicated by it in the order.

Buyer is entitled to pick up the goods at the branch unit of Supplier with its own means of transport.

At the time of handing over-taking over the goods, Supplier will hand over the goods to the forwarding agent implementing delivery, as regards quantity, number of items and weight. The physical handing over-taking over of the goods will be done by the representative of the forwarding agent and the Buyer or its representative, and this activity will be certified by a certified delivery note that is signed by both parties (stamp, signature).

The deviations noticed during handing over-taking over have to be indicated on the delivery note, in an authentic manner (stamp, signature).

If Buyer does not indicate on the order the method of packing it requires, Supplier will hand over the goods in the packing that is indicated on the confirmation of the order, and Buyer may not complain about this.

VII. Payment conditions

Supplier shall communicate its other payment conditions in its quotations, order confirmation and in its invoices. The invoice has to be settled by the deadline that is indicated thereon.

If it may be assumed that Buyer will not be able to settle its existing debts towards Supplier, Supplier is entitled to request from Buyer a bank guarantee, advance money, or the settlement of the entire purchase price in advance, or to ask any other payment collateral.

In these cases Supplier reserves itself the right to withdraw from the contract or from a part of it. In the case of the late performance of the payment obligation, Supplier is entitled to charge as late performance interest twice the prime interest rate currently determined by the National Bank of Hungary. Supplier, in the lack of any deviating written agreement, is entitled to invoice in the form of a separate accounting summary the late interest to Buyer at the latest by the financial closing of the given business year.

Supplier shall consider in each case as performance the crediting on its bank account the amount of the invoices in line with Section 11 (1) of Regulation 18/2009. (VIII.06.) MNB on Execution of Payment Transaction.

If Buyer is late with payment, Supplier is entitled to claim a HUF amount that corresponds to at least forty EUR according to the official middle foreign currency exchange rate of the National Bank of Hungary valid on the starting day of the late performance interest payment obligation for covering its costs connected to the collection of its claim from Buyer, in line with Section 6:155 (2) of the Civil Code (as the so-called collection cost flat rate according to Act IX of year 2016). Fulfilling this does not exempt Buyer from the other legal consequences of late performance; however, the collection cost flat rate has to be included in the compensation. If Supplier wishes to enforce the cost flat rate against Buyer, it has to charge it to Buyer with the aid of an appropriate accounting certificate.

In harmony with the contents of Section 6:130 of the Civil code, if the parties do not define the time of payment of the money debt in the contract, the money debt has to be paid within thirty days after the receipt of the payment notice or invoice issued by Supplier.

The money debt has to be paid within 30 (thirty) days after performance by Supplier, if
a) the receipt of the payment notice or invoice issued by Supplier preceded the performance of Supplier;
b) the time when the payment notice or invoice issued by Supplier was received cannot be clearly defined;
c) Buyer has to perform its payment obligation without waiting for the payment notice or invoice.

In the contract concluded by Supplier and Buyer, until the contrary is proven, the contractual condition that defines a deadline that is longer than sixty days, deviating from the above, in respect of paying the money debt has to be considered a contractual condition that is a unilateral and unjustified deviation made at the disadvantage of Supplier, with violating the requirement of bona fide approach and fairness (which Supplier is entitled to attack), except, if parties with joint will, in a separate written agreement expressly agreed in a payment deadline that is longer than 60 days. The invoices issued in the currency of EUR, in the lack of a separate written agreement may be settled financially exclusively in the currency of EUR.

Buyer consents to Supplier assigning its claim to an independent external party (e.g. claim collection) in the lack of its express written objection.

VIII. Retaining the ownership

The delivered product, also including the packing, will remain the property of Supplier until the full settlement of their price. In view of this it is forbidden to tie down the goods or encumber them in any other manner prior to the settlement of the full purchase price.

Supplier until the full settlement of the price of the goods, in a separate written statement may expressly prohibit the reselling of the goods. For the case Buyer would alienate the goods prior to the settlement of its price, in spite of such an express prohibition, Buyer acknowledges that the revenues acquired from this act it shall assign expressly, without any condition and without any delay to Supplier, up to the extent of the price of the goods that is not settled yet.

In this case Buyer shall notify its own buyer and also the Supplier about the fact of assignment without any delay.

IX. Transfer of the hazard of damages

The hazard of damages are transferred to Buyer at the premises of Buyer or at the other delivery place that is indicated by it in the order.

X. Order cancellation, taking back the goods

In the case of incorrect delivery due to the mistake of Supplier the total amount of the related invoice will be credited without any subtraction. The cost of transporting back the goods has to be covered by Supplier.

In case Buyer deletes the valid confirmed order due to a reason that may not be attributed to Supplier, Supplier is entitled to invoice its costs that arose.

Taking back the goods due to any other reason may take place only with individual agreements, with the prior written permit of Supplier.

XI. Complaints

Quantity related complaints: Supplier is not in a position to accept quantity complaints that are not indicated by the working day that follows the arrival of the goods to the place of taking over indicated on the delivery note. Buyer has to certify its complaint made in respect of the quantity and/or packing of the products delivered in an authentic manner (stamp, signature) and with photo.

Quality related complaint: Supplier is not in a position to accept quality related complaints that are not indicated within 6 month after the arrival of the goods to the place of taking over indicated on the delivery note. Buyer has to indicate to Supplier its complaint concerning the quality of the delivered goods in each case in writing, with giving the following data:
- “lot number” of supplier

- complained quantity
- accurate description of the reason of the quality related complaint
- sample
- photo if needed

If Supplier is unable to establish unambiguously that the complaint is justified, it may initiate the involvement of an independent expert, and Supplier has to inform Buyer about this step.

Supplier is obliged to advance the cost of involving an independent expert however, if the complaint proves to be unfounded, Supplier will pass over this cost to Buyer.

If Buyer wishes to also enforce other claims beyond the warranty claims against Supplier, it has to do so at the latest simultaneously with reporting the complaint.

If parties cannot agree about which of the parties is responsible for the defect or failure of the goods, the parties may engage the contribution of a jointly selected independent expert for deciding the issue of dispute, and the standpoint of this expert shall be accepted by both parties. Parties will advance in equal proportions the costs of the expert, and the costs will be covered based on the finding of the expert opinion as follows: if Supplier performed defectively, the costs will be covered by Supplier, and if Supplier did not perform defectively, the costs will be covered by Buyer.

Supplier is not in a position to accept the complaint in the case of the inappropriate storing, management, processing, and normal wear of the goods.

Supplier does not undertake any liability in respect of selecting the appropriate product in the lack of a written agreement of the parties expressly concerning this issue, even if it did participate in the selection process.

Content related or formal complaints concerning the invoice: Supplier accepts content related or formal complaints concerning the invoice it issued at the latest within 5 (five) working days after the date, when the invoice was issued. If Buyer does not raise any complaints in connection with the invoice during this period, Supplier will assume that the invoice was accepted.

XII. Setting off

Exclusively debts that had been judged by courts in a legally binding manner for the benefit of Buyer may be set off against its debts existing to Supplier. Supplier is entitled to unilaterally compensate the claims existing against each other.

XIV. Force Majeure

Supplier does not undertake any liability for any late delivery arising from Force Majeure – e.g. walkouts, extraordinary state administration measures, supplier delays, weather caused obstacles, natural disasters, etc.. If the obstacle due to Force Majeure lasts longer than 6 months, parties are entitled to withdraw from the contract.

XV. Miscellaneous

If a contract was concluded by and between the parties, this general terms and conditions have to be applied with the deviations that are included in the concluded contract.

In respect of issues that are not regulated in these general terms and conditions the provisions of the prevailing legislation have to be applied, with special regard to the relevant provisions of Act V of year 2013 (Civil Code).

For the case of any legal dispute arising from this contractual legal relationship, Parties jointly accept the exclusive jurisdiction of the District Court of Győr or of the Regional Court of Győr, depending on the value of the case.

Dated: Győr, March 01, 2024