

All business relationships of Fix-Pack Termelő és Kereskedelmi Kft. (hereinafter: Supplier) shall be realized on the basis of the following

GENERAL TERMS OF DELIVERY AND PAYMENT

Any different terms and conditions of the contractual party (hereinafter: Client) shall only apply if we acknowledge and confirm them in writing. These General Terms of Delivery (GTD) shall apply even in cases where the Client has its own general terms and conditions.

Our quotes may be fully subject to change without any prior notice. Orders and other agreements shall only become binding on us with a written statement.

1. Conclusion of a delivery contract

Client may order the product it intends to purchase on the basis of a quote made either orally or in writing. Orders may be placed via fax, post, email or telephone. If an order is made orally, it is required to confirm it subsequently in writing. In its order, Client shall indicate the type and quantity of the product it intends to order; in case of doubt, additional details may be requested from the Client.

The contract is concluded upon confirmation of the order by Supplier, with the content contained in the confirmation. Confirmation shall be made in writing within 3 working days following the order.

Supplier is entitled to unilaterally withdraw from the contract if data arise in connection with the insolvency of Client, especially if liquidation or bankruptcy proceedings have been initiated against Client.

Should Client withdraw from the concluded contract before the performance of the delivery, it shall reimburse all resulting damages of Supplier.

2. Performance deadline

Supplier retains the right for partial deliveries. In such cases, Client shall pay the purchase price in proportion of the delivery.

The performance deadlines communicated by Supplier are for information purposes only. Supplier shall not be held liable for late performance, as well as for damages arising therefrom.

Supplier shall use its best endeavours to meet the performance deadline originally undertaken. If the delay in performance is more than 2 weeks compared to the original date, then Client may unilaterally withdraw from the contract without any consequences.

3. Delivery and acceptance

Delivery and acceptance of the ordered products shall take place at Supplier's site, or in the event of Client's express request to this end, it may also take place at Client's site or at any address specified by Client. With regards to bearing the delivery costs, the agreement made by and between the parties shall apply. By delivering the goods to the carrier performing the shipping, all risks shall be transferred to Client.

Client shall accept the goods within deadline; it shall be held liable for any damages resulting from late acceptance.

Upon acceptance of the goods, Client shall raise its objections concerning quality or quantity defects that are detectable by visual inspection. Following this, if Client has not raised any objection, the parties shall regard the goods indicated on the invoice as well as on the delivery note as accepted. Subsequently, Client shall only raise quality objections concerning the product due to so-called hidden defects.

4. Prices and terms of payment

The prices indicated in the quote are for information purpose only. Only the price contained in the confirmation regarding the specific order shall be considered as valid.

Payment for the accepted product shall be due on the date indicated on the relevant invoice, and Client shall pay this amount with the method stated on the invoice. In the event of wire transfer, payment shall be considered as completed upon crediting the amount to the bank account of Supplier. In case of late payment, Supplier shall become entitled to charge the Client with late payment interest as specified in the Hungarian Civil Code.

Supplier shall retain ownership of the product until Client pays the full price of the goods.

5. Custom products

In the event that Supplier manufactures a product according to the individual needs of Client, Supplier shall retain all rights concerning this product.

6. Liability

Liability is excluded for all damages arising from the improper or unprofessional use of the product, including its warehousing and storage.

Supplier shall only assume liability for the use of the product according to Client's own purposes if Client has fully presented the conditions of use, and these conditions have been accepted by Supplier in writing.

7. Miscellaneous provisions

Client shall treat confidentially all commercial, technical and other information that it becomes aware of during the performance of the contract (including especially the price and parameters of the product), and it shall not be entitled to make this information available for third parties, including especially the competitors of Supplier. Client shall be liable for compliance with this confidentiality obligation on behalf of its employees and agents.

By ordering any of the products, the customer confirms that it knows the provisions of this GTD and considers them binding on itself.

The invalidity of any articles or provisions of this GTD shall not affect the validity of the full GTD.

The parties aim at resolving any disputes arising during their business relationship amicably, through negotiation. Matters not regulated by this GTD shall be governed by the current Hungarian legislation.

This GTD shall enter into force on 01 January 2014, and its provisions shall apply for the contracts concluded as of this date.