



FUX Ipari, Szolgáltató és Kereskedelmi Zrt.

General Terms and Conditions

effective from 1 July 2025

The **FUX Ipari, Szolgáltató és Kereskedelmi Zrt.** (Address: 3527 Miskolc, Besenyői u. 8.; Tax Registration Number: 12477232-2-065; Company Registration Number: 05 10 000350 – hereafter: Seller), in relation to its activities as defined in point I., determines its **General Terms and Conditions** (hereafter: GTC), in accordance with the provisions of Act V of 2013 on the Civil Code (hereafter: Ptk), as follows:

I. Material Scope of the GTC

The material scope of the GTC include the business activities of the Seller, in which the products it manufactures or markets are made available or handed over to the Buyer (hereafter: Buyer), in accordance with regulations.

Under contract, the Seller shall deliver the goods outlined by the contract to the Buyer during a set later date or period and the Buyer shall receive the goods and pay the relevant considerations.

II. Personal Scope of the GTC and its Scope of Application

The contractual relationship between Parties is regulated by, in addition to legal provisions, the GTC and other written agreements signed by both Parties (e.g.: framework agreement, custom order). If there is any discrepancy between the GTC and other agreements signed by both Parties, the other written agreement applies and takes precedence.

On behalf of the Buyer, it is considered an acceptance of the current GTC if, following a previous order, the present contract has been authenticated by signature, or, based on a case-by-case offer, the Seller informed the Buyer about the General Terms and Conditions used by the Seller and the offer was accepted or confirmed by the Buyer (e.g.: via e-mail).

In accordance with Paragraph 6:78. (1) of the Ptk, the Seller shall ensure that the Buyer is properly informed about the GTC. The Seller shall provide an opportunity for the Buyer to overview the GTC at the location of the Seller.



III. Creation and Modification of Individual Contracts (Ordering and Confirmation)

The Buyer shall send its order (and contractual statement) duly signed to the Seller. The authenticity of the signature and whether the acting person is entitled to make a declaration are the civil and criminal liabilities of the signatory which the Seller is not obliged to investigate. If the order is not confirmed by the Seller in writing with the same content, no contract is concluded between Parties and this declaration is considered as the new offer of the Seller. Parties may deviate from the current GTC in a framework agreement; however, unless it is specifically excluded, the provisions of the current GTC shall also be applied in the case of a framework agreement.

The Seller is not obliged to complete orders that were placed in a different manner than what is stated above. The Buyer is liable for any damages resulting from any omissions or inaccuracies of the order.

The Seller shall keep its quotation to the Buyer for 30 days.

These provisions shall also apply if both Parties wish to modify the terms of the contract.

IV. Fulfilment of the Contract

Unless otherwise agreed on, the starting date of the deadline for the Seller is the day after the Buyer provided all necessary parameters of the product covered by the contract in writing or by other means to the Seller after a valid contract has been concluded. If the Buyer falls behind schedule with this commitment, the completion deadline of the Seller is extended with the time of the delay.

Both Parties shall consider the delivery note and the handover report as proof of completion for the contract. Both Parties shall record all relevant circumstances (particularly the lack of or damages of the goods) on these documents. If any objections arise, the Buyer shall express those upon the handover of the goods. If there are any faults that can only be detected later, the Buyer shall give a reasoned and justified written notice about its objection immediately upon becoming aware of it, or within 8 days at the latest. The Buyer is responsible for submitting incorrect or late fault reports. The Seller shall consider goods its own property and expressly reserves its right of ownership until the full payment of the purchase price.

Notified objections shall be investigated jointly by both Parties within three working days, of which a record shall be taken.



V. Termination of Legal Relationship between Parties

Legal relationship between Parties is terminated at the end of the contractual term and on completion, or in any other cases specified by the provisions of Act V of 2013 on the Civil Code (hereafter: Ptk).

The Seller shall reserve the right to terminate the legal relationship established on the basis of the order with immediate effect if its content infringes the rights of the Seller or of a third party or is contrary to public morality. In such cases, the Buyer is not entitled to any reimbursements but remains liable for any damages and costs incurred as a result.

The Buyer, in the event of a justified withdrawal authorized under individual contract, shall compensate the damages and costs of the Seller. The Buyer shall provide a written notice of withdrawal from the order to the Seller.

VI. Confidentiality

Both Parties shall keep all facts, data and information brought to their knowledge by the present Contract as strictly confidential. These facts, data and information shall not be disclosed to third parties. Any damages resulting from a breach of confidentiality shall be borne by the breaching party.

VII. Pricing, Content of Fees, Payment Terms

The Buyer shall pay the invoice of the Seller via transfer to the bank account and by the deadline indicated on the invoice, unless the provisions of the Parties' agreement do not specify otherwise. In the event of late payment, the Buyer shall be liable to pay default interest from the date of delay. The Client shall charge a storage fee for goods not received within the delivery deadline.

VIII. Liability Rules

In view of the fact that the Buyer's intended use of the goods is unknown to the Seller, the Buyer shall only claim damages for defective goods delivered by the Seller resulting from the breach or improper performance of its obligations towards third parties if the Seller has undertaken to pay such damages in the individual contract or if a specific contractual guarantee (e.g. a penalty for defective performance) has been agreed on, or if the Seller caused damage intentionally or through gross negligence. In the case of a specific contractual guarantee, the maximum amount of compensation payable shall not exceed the amount of that guarantee.



Other claims for compensation of a different nature and amount from the above that the Buyer or any third party may have (e.g.: damages due to loss of business profits) shall not be enforced against the Seller. Force majeure events (e.g.: natural disasters, extreme weather conditions, acts of terrorism, etc.) shall release the Seller from any liability and from any claim for damages by the Buyer. The Buyer shall, in all cases, provide a written notice to the Seller about any claim for compensation (in accordance with the rules on objection).

Unless otherwise agreed on, the Seller is subject to warranty and guarantee obligations in cases specified by law. The Seller shall provide proof of purchase through invoice and delivery note (or record). The Seller is not liable for any defects resulting from improper use, storage or transportation.

IX. Final Provisions

Both Parties shall use negotiation as the primary means of settling any disputes; if negotiations are unsuccessful, both Parties shall submit to the exclusive jurisdiction of the Court with jurisdiction for the Seller's registered office.

Matters not regulated by these General Terms and Conditions shall be governed by the provisions of the legislation in force in Hungary and the Ptk.

Miskolc, 1 July 2025