

The general terms of sale hereby stated apply to all orders received by the Seller after the issue of this pricelist and will be considered as accepted in full upon placement of order by the CUSTOMER.

PRICES

- Prices are Ex-Works (INCOTERMS: EXW) and include standard packing costs.
- Special packing if requested upon placement of order and accepted by the Seller will be charged extra.
- Prices are subject to variation without any prior notice.
- Minimum order value is 500 EUR in case of export. Any order placed under given value 15 EUR management fee is charged.
- Our sales prices fixed in EUR, but if the CUSTOMER requests HUF price can be used based on daily exchange rate of Hungarian National Bank published on the date when invoice created.

PRODUCT ORDERS

- Orders must be placed electronically or in writing according to codes and descriptions as per pricelist.
- Quantities must be adjusted to standard packing.
- Orders can be dispatched in successive stages.
- The CUSTOMER does not have the right to cancel entirely or partially the order.

PRODUCT MODIFICATION

The Seller reserves the right to make alterations that are considered necessary for the best operation of products as referred to in a pricelist without adversely affecting the use and initial function. This does not constitute reason for the CUSTOMER to withdraw orders or to claim compensations or reimbursements of any kind.

DELIVERY OF PRODUCTS

- Products are sold Ex-Works (INCOTERMS: EXW).
- If means of transport are not clearly indicated by the CUSTOMER, delivery will be carried out in cost-saving way and according to the best knowledge, as much as possible.
- Products are transported at the CUSTOMER own risk BECAUSE the products are sold EXW.
- Insurance is provided only if requested and is charged to the CUSTOMER.
- The Seller does not have any responsibility for damages incurred during transport.
- The CUSTOMER is obligated to inform immediately the freight company upon receipt of products for shortages or damages of the goods and to state if such has occurred on the bill of delivery.
- The Seller reserves the right to suspend the delivery of products if at any time receives information that the CUSTOMER is in a financial position that would create any doubt as to his solvency or the CUSTOMER has delayed payments from previous supply of products. The CUSTOMER informed in writing about any suspend the Seller make in case of delivery.

GUARANTEE

- The Seller, who undertakes the warranty in order to fulfill the contract, or have legal duty to provide warranty, is obligated to take responsibility for incorrect fulfillment, during the warranty period, based on the warranty statement or the terms of law. The Seller is exempt from warranty, if proved that the cause of fault aroused after fulfillment.
- The warranty claim can be validated during warranty period. In case if the Seller does not fulfill the warranty obligation – on time - despite the CUSTOMER notice, the Warranty Claim can be endorsed in the court of law for 3 months passed the warranty period. The omission of the warranty term results forfeitures of its right.
- In case of incorrect fulfillment based on the edict of 151/2003. (IX.) for each durable consumer goods, the Seller is obligated to warranty, if the CUSTOMER is qualified as consumer according to Civil Code. The obligated warranty valid for the goods listed in the attachment of the above-mentioned edict.

- Based on the edict 45/2014. (II.26.) about the detailed norms of contracts between the consumer / CUSTOMER and Companies, the warranty period is divided according to the value:
 - If the selling price is between 10.000 HUF and 100.000 HUF, warranty period is 1 year.
 - If the selling price is between 100.000 HUF and 250.000 HUF, warranty period is 2 years.
 - If the selling price is above 250.000 HUF, warranty period is 3 years.
- The rules of edict 45/2014 (II.26.) should be used for contracts between the consumer/ CUSTOMER and the Seller.
- For the goods turned over by us, we undertake 1 year warranty based on Hungarian law, except all the Pedrollo pumps, which warranty is indicated by the producer.
- The warranty lost its validity in case if the CUSTOMER did not use the product as intended.

CLAIMS

- All claims must be submitted electronically or in writing within 7 days from receipt of products or defects discovered.
- No claim will be accepted for goods which have not been paid.

RETURNED PRODUCTS

- Claims for return of merchandise should be made within 7 days from delivery date.
- No returns will be accepted without any prior notice electronically or in writing, and above all firstly approved by the Seller.
- Returned merchandise should be perfectly packed and freight prepared.
- Returns of special orders with special characteristics are not accepted.
- Credit notes issued shall be deducted from following invoices.

OWNERSHIP

Delivered products remain the Seller's property until they are fully paid.

PAYMENTS

- In no case as well as for no reason, the CUSTOMER cannot postpone payment beyond the agreed terms of payment according to the relevant issued invoices.
- In case of delayed payment, the legal current interest rate will be charged as defined in Civil Code.

COMPETENT COURT

- The Seller/ service body intend to settle disputes by peaceful negotiation procedure based on signed contract. If the Seller/ service body and the CUSTOMER failed to negotiate peacefully, and still have legal disputes or to any future disputes arising out of a particular legal relationship - based on transaction value - Kecskeméti District Court will have jurisdiction of the district court for any disputes and Kecskeméti Court of Justice exclusive jurisdiction of the general court for all disputes.
- The jurisdiction stipulated by the parties does not affect the right of the CUSTOMER who are consumers according to the Civil Code, in case of claims arising out of a contractual relationship with the Seller/ service body, the CUSTOMER/ consumer has the right to settle disputes to competent court of the CUSTOMER'S residence or commorancy.
- In case of any issue arise regarding text of General Terms of Sale because of the understanding of Hungarian and English version, always Hungarian version is the standard to be used.
- Legal relationship is according to Hungarian Law.

VALIDITY AND ACCEPTANCE

- These conditions are to be considered valid and applicable and accepted by the CUSTOMER.
- This pricelist is subject to change without prior notice and fully replaces all previous versions.