

GENERAL CONDITIONS OF SALE

of BT Nyloplast Korlátolt Felelősségű Társaság

1. - Definitions

BT NYLOPLAST KFT :, having its registered office in 3636 Vadna, Kassai u. 35-37., listed in the register of companies in Hungary under number Cg.05-09-007432, VAT number 11781044-2-05; Community tax number HU11781044

Purchaser : the person or company to which BT NYLOPLAST KFT delivers or intends to deliver products and/or services of whatever nature

2. - Applicability

These General Conditions of Sale are applicable to all offers and contracts by which BT NYLOPLAST KFT delivers any kind of products and/or services to the Purchaser. Any changes to these General Conditions are only valid if both parties have expressly agreed them in writing. The applicability of general purchasing conditions or other conditions of the Purchaser is hereby excluded, unless expressly otherwise agreed.

3. - Offers and confirmation of contracts

Offers are made without commitment for BT NYLOPLAST KFT. BT NYLOPLAST KFT is bound only by written confirmation of Purchaser's order.

4. - Delivery terms

Unless expressly otherwise agreed, the terms agreed for time of delivery are given as declaration of intent only and without commitment. Indemnity for late delivery of BT NYLOPLAST KFT is excluded.

5. - Force majeure

BT NYLOPLAST KFT reserves the right to cancel a contract in case of force majeure without any liability for damages or indemnification liability or, in the case of already completed partial delivery, to terminate the contract for the future or extend the deadline for delivery by the period of the force majeure if performance of the contract has become impossible, very difficult or exorbitant as a result of any unforeseeable circumstance for which BT NYLOPLAST KFT could not be held responsible and which makes delivery impossible or seriously hinders delivery. Force majeure shall be in particular but not limited to fire, strikes, sit-ins, total or partial cessation of operations by administrative decision, import – or export restrictions or governmental measures of any kind, shortages of fuel or raw materials, non-respect by a third party of its obligations towards BT NYLOPLAST KFT and price increases by the suppliers of BT NYLOPLAST KFT, or any other reason which is not attributable to BT NYLOPLAST KFT).

6. - Duties and taxes

Customs duties and taxes on added value or others, present and future, shall be borne by the Purchaser. Any modification made to these duties and taxes between the date of accepting an order and the date of invoicing is to the charge or to the profit of the Purchaser.

7. - Payment

Unless expressly otherwise agreed, invoices are payable upon receipt, without discount or deduction of any kind.

In the event that Purchaser's credit worthiness or ability to pay is or may be impaired, in the reasonable opinion of BT NYLOPLAST KFT, or BT NYLOPLAST KFT is unable to obtain adequate third-party credit insurance to cover the total outstanding amount due by Purchaser to the Seller, at terms commonly used by Seller in the ordinary course of its business, Purchaser shall upon BT NYLOPLAST KFT's request provide security for payment in the form requested by and satisfactory to BT NYLOPLAST KFT at Purchaser's expense and BT NYLOPLAST KFT shall have the right without further notice to postpone or withhold delivery until such security is provided by Purchaser. If no such security is provided by Purchaser within a period of maximum 15 business days, BT NYLOPLAST KFT is entitled to cancel the contract in accordance with Article 10 or, in the case of already completed partial deliveries, terminate it for the future.

In case of default in payment BT NYLOPLAST KFT is entitled to default interest as specified below.

In case of debt in HUF, the rate of the default interest shall be as set out in Section 6:155 (1) of the Civil Code.

In case of debt in EUR, its rate is equal to the EUR reference interest rate rounded to the higher half percentage point. The reference interest rate is the interest rate applied by the European Central bank to its most recent main refinancing operation carried out before the first calendar day of the half-year in question, plus seven percentage points.

In case of default in payment BT NYLOPLAST KFT is also entitled to flat-rate recovery costs in accordance with Act IX of 2016.

Default in the payment of an invoice makes all outstanding invoices due.

8. – Delivery, risk and transfer of property

Unless expressly otherwise agreed, the delivery takes place ex works: the risk of the delivered products is transferred to Purchaser on the day when as communicated by BT NYLOPLAST KFT the Purchaser can take over the products at the permanent establishment of BT NYLOPLAST KFT.

Without prejudice to the preceding paragraph, BT NYLOPLAST KFT and the Purchaser may agree that the transportation is conducted at BT NYLOPLAST KFT's charge. The risk of storage, loading, transportation and discharge is in this case also borne by the Purchaser.

The property of the delivered products is only transferred to the Purchaser when the total purchase price (all capital, interest and costs) are fully paid.

9. – Acceptance of the products and complaints

The Purchaser shall immediately upon receipt examine any product. Any complaints about apparent defects must be communicated in writing at the latest within eight working days after delivery and complaints for hidden defects may be communicated in writing within three months after delivery.

In all cases of complaint, the Purchaser must take all necessary measures to allow BT NYLOPLAST KFT to examine the products on the spot. The use, even of a part of the products, shall be considered as the acceptance thereof without any complaint.

If a complaint is recognized as justified, the warranty obligation of BT NYLOPLAST KFT shall be limited, at its choice, either to the replacement free of charge of the products recognized as defective, or to the refund of the price of these products combined with the re-collection of such products.

In addition to the above, BT NYLOPLAST KFT is not obliged to perform any warranty obligations.

In no case may the Purchaser use a complaint as a pretext for suspending or delaying his payments and setting off.

10. - Termination of the contract

If the Purchaser fails to comply with any of his obligations, BT NYLOPLAST KFT will be entitled to unilaterally cancel both the contract affected by breach of contract and all its other contracts concluded with the Purchaser, or, in case of already completed partial deliveries, unilaterally terminate it (them) for the future and claim compensation for its damages.

The notice of termination may be served by registered letter, in writing.

11. - Limited liability

The liability for damages of BT NYLOPLAST KFT arising from breach of contract is limited to the payment of the direct damages, with a maximum of the price (VAT excluded) of the defective products, except in the event of willful breach of contract by BT NYLOPLAST KFT. The liability of BT NYLOPLAST KFT for indirect damages is excluded. Indirect damages include, but are not limited to, the following : consequential damages, loss of profit or of economy, loss of production.

With the exception of the liability that is regulated in this article, BT NYLOPLAST KFT will have no other liability, on whatever ground.

The liability of BT NYLOPLAST KFT for breach of contract will only exist when the Purchaser immediately sends a written notice to BT NYLOPLAST KFT, including a reasonable term to allow BT NYLOPLAST KFT to remedy the fault, and BT NYLOPLAST KFT has not executed its obligation at the end of this term. The notice has to specify in as much detail as reasonably possible the Purchaser's complaint, in order to allow BT NYLOPLAST KFT to take the necessary action.

The Purchaser will hold BT NYLOPLAST KFT harmless against all product liability claims of third parties based on the fact that a product has been delivered by the Purchaser to a third party and that such product was partly composed of materials or products delivered by BT NYLOPLAST KFT to the Purchaser, unless the Purchaser conclusively proves that the alleged damages have been caused solely by the BT NYLOPLAST KFT materials or products.

12. - Licenses

The Purchaser is responsible for obtaining authorizations and/or licenses (e.g. customs authorizations), which may be necessary for delivery of the products.

If he should have failed to obtain them in time for BT NYLOPLAST KFT to make possible delivery on the dates indicated in the confirmation of contract, BT NYLOPLAST KFT will be entitled to terminate the contract in the conditions foreseen in article 10 above, even when the failure of the Purchaser should be due to force majeure.

13. – Intellectual Property

Purchaser shall not register, directly or indirectly, without prior written consent of BT NYLOPLAST KFT, any trademark, trade name or symbols belonging to or being used by BT NYLOPLAST KFT or its subsidiaries (or which are confusingly similar to those of BT NYLOPLAST KFT or its subsidiaries).

14. - International rules for the interpretation of commercial terms

Unless expressly otherwise agreed the commercial terms used are to be interpreted in conformity with the latest edition of the “Incoterms” published by the International Chamber of Commerce.

15. - Applicable law and settlement of disputes

All contracts between BT NYLOPLAST KFT and the Purchaser are exclusively governed by Hungarian rules of substantive law.

Any disputes arising out of or in connection with these contracts shall fall within the competence of the ordinary courts of Hungary.