



General Delivery and Payment Conditions

between BeeWaTec Hungária Bt., Kiskörösi út 8, H-6000 Kecskemét and the Purchaser
Version October 2011

I. Scope of the General Business Terms

1. Deliveries and performances shall occur exclusively under these terms – according to the currently applicable and updated version. Purchase Agreement is concluded when we confirm the written order of the Principal in writing. We consider the Principal's occasional general contract terms binding only upon specific and written approval.
2. The present conditions are valid to future transactions also without direct reference, in case the Principal has received the same upon the occasion of an order confirmed by us earlier, or has become aware and accepted them in any other certified way. Deviation from the present general business terms may be possible only in the extent mutually determined by us and the Principal in writing.
3. In case we make an offer to the Principal we are being bound to such offer until the deadline specified therein or for 30 days.
4. The orders become binding to us only by our order confirmation. In case we do not make out such order confirmation or in case it is issued only together with the invoice, the contract is deemed to be concluded when the delivery has been performed.
5. The verbal declarations of our colleagues, performance assistants and other agents become parts of the agreement only upon our confirmation in writing.
6. Should certain provisions be or become invalid, this shall not affect the validity of other provisions.
7. The provisions of the present conditions, which may be qualified as invalid pursuant to legislation applicable to natural persons specified as consumers, shall not be applied in respect to such persons. Instead of these provisions dispositive (deviation permitting) contract terms shall be applied, provided that we reserve the right to choose in case of alternative provisions.
8. We are entitled to process the data of the Principal that we have become aware in connection with the business relationship, by keeping the relevant provisions on data protection. Principal, by accepting the present terms approves such data handling.
9. We reserve the right of quantity alterations and alterations in kind within the framework of orders and order confirmation by the prior written consent of the Principal. Principal shall be obliged to perform acceptance as long as these alteration do not exceed the commercially acceptable framework.

II. Prices

1. The prices shall be valid with hand over at factory (ex works) according to the specification in the offer, in Hungarian Forints or Euro, and shall not include the current value added tax (VAT) being in force on the date of delivery and is to be added to the price as specified by law.
2. In case significant cost determiners, i. e. costs of raw materials rise after 6 weeks from the date of the order or the order confirmation, we are entitled to rise the prices specified in the agreement in proportion with the increase of the costs.
3. Previous price agreements shall have no binding force on repeated orders.

III. Delivery time

1. The condition of our keeping the mandatory delivery times – irrespective of the actual and timely own deliveries – is that the contractual parties clarify all relevant business and technical issues of the performance of the order and particularly that the Principal performs in due time all his obligations (cooperation, data provision, inspection, etc.) such as the obtainment of the necessary authority provisions and permissions, approval of plans, work area suitable for the purpose of the contract and the provision of materials, personnel or other accessory material.

2. In case of amendment of the contract subsequent to sending our order confirmation, exclusively the delivery deadline specified in the new order confirmation shall be valid.
3. By the notification on the condition ready for despatch the delivery time shall be deemed to be observed in case delivery is delayed or becomes impossible due to reasons outside our activities.
4. In case we overrun the delivery time specified in the contract due to reasons attributable to us, however neither intentionally nor by serious negligence and the Principal suffers damages as a result, Principal, by excluding his further rights is entitled, after the lapse of a reasonable extended time limit, to claim compensation for damages in a form of a flat-rate of 0.5% per week, provided that the amount to be compensated does not exceed 5% of the value of the part of the delivery, which was not available for use according to the contract due to the delay.
5. Recession of the Principal shall be excluded in case he is delayed with acceptance. In other cases the Principal shall pay our damages arisen due to his recession for reasons not attributable to us.
6. Non observance of the delivery time due to 'force majeure', strike or other circumstances outside our influence shall result the reasonable extension of the delivery time. Irrespective of this, in such cases we are entitled to partial or complete recession in respect of the part of the contract not yet performed and also on case the abovementioned circumstances occur during the period of the delay either at one of our subcontractors or our performance assistants.
7. In addition, the delivery time specified in the agreement shall be extended by the period of delay in respect of the obligations the Principal is to perform towards us.

IV. Dispatch, forwarding, packaging

1. In case the goods are sent by the request of the Principal, the risk of loss and damage shall pass to the Principal the latest when our performance assistant performing dispatch leaves our works or warehouse, even in case the dispatch is made from a place of performance different from the one specified in the present terms.
2. In case dispatch of the goods ready for delivery is delayed for reasons not attributable to us, risk of loss or damage shall pass to the Principal by sending the notification in writing or a copy of such notification (by fax, e-mail) on the condition ready for dispatch.
3. In case the Principal fails to receive the subject of delivery immediately after the notification on the condition ready for dispatch, or in case we postpone the dispatch by request of the Principal, we are entitled to store the goods at the expense of the Principal.
4. In case of Principal's delay of receipt, besides our basic rights arising from the delay of the obligee we exclusively reserve the rights of recession – in certain cases partially – as well as the rights to realise compensation for damages.
5. In case based on the preliminary consultation the delivery of the goods shall be the Principal's duty, the Principal shall present the means of transportation at the given date of delivery at such time to ensure enough time for loading. In case the Principal delivers the goods by his own means of transportation or by an assigned forwarder, he shall be obliged to ensure loading and transportation at his own costs. The time of performance shall be the time when the Principal or the forwarder receives the goods.
6. Receipt shall be confirmed on the forwarding document by a date, signature and stamp.
7. Upon the Principal's written notice, we insure the goods against the risks specified by him at his own costs.
8. The Supplier shall be entitled to perform pre- and partial delivery.

GENERAL DELIVERY AND PAYMENT CONDITIONS

V. Quantitative and qualitative receipt

1. The quantitative and qualitative receipt of the goods occurs at loading of the goods. In the course of receipt the Principal, or receiver shall take minutes – suitable also for the realisation of claims against the forwarder – on any damaged packaging or goods at the place of receipt. In case the Principal fails to do so, thus the claim cannot be realised against the forwarder, we shall not be liable for the quantitative and qualitative errors and damages.
2. Principal is entitled to refuse the receipt of the goods and send the consignment back exclusively in case of separate agreement. The Principal shall be obliged to pay the entire purchase price and our damages also in this case.
3. Principal shall inform us about the obvious deficiencies immediately, but the latest within 3 days of receipt of the goods and make the appropriate evidences available for us.
4. The Principal shall inform us in writing about errors, which were not possible to recover even by diligent examination within this period immediately after the recovery of such errors. The Principal shall not have any quantitative complaint after 8 days of receipt and in case of qualitative complaint after 12 days of receipt.
5. Claims due to objective deficiencies shall not be realised in case of damages arising due to special external effects, which cannot be assumed according to the purchase agreement. Thus particularly in case there is insignificant discrepancy regarding the features specified in the agreement, or in case practicability becomes insignificantly limited, or in case of natural wear and tear or in case of negligent handling, lack of maintenance, excess use, faulty construction work or inappropriate work site after passing the liability.
6. Our liability for damages due to quantitative and qualitative errors shall not extend to indirect damages and lost profit.

VI. Retaining ownership rights

1. The delivered goods shall remain our property until the complete payment of the purchase price. In case of settlement of payment by way of account the retained ownership rights (goods with retained ownership) shall serve as security for the current balance of the account.
2. The principal shall diligently safeguard the goods with retained ownership on our behalf and protect its security, furthermore keep them in storage separated and/or differentiated from other goods. The Principal, irrespective of his culpability shall be liable for loss or occasional perish of the goods. In case of processing or unification of the goods with retained ownership we reserve the right to choose pursuant to Sections 133–134 of the Civil Code. Unless our express instructions, we gain ownership rights on the things created by processing and proportionate ownership rights on the things created by merger. The new product, according to the present conditions shall be under retained ownership and shall fall under the same regulation.
3. The Principal shall be entitled to sell the goods with retained ownership further within usual business transactions with the condition that he also agrees with his clients on the appropriate retained ownership on our behalf. The Principal shall not be entitled to dispose of the goods with retained ownership in any other way, particularly to hypothecate the goods, or transfer them as security.
4. The Principal, in case of selling the goods further on shall assign to us all his rights and claims that may arise against his clients from the sale including all accessory rights connected to the transaction. Upon our notification the Principal shall inform his clients on the assignment, but shall ensure us regarding the rights of notification as well. The Principal – despite the assignment specified above – until our withdrawal in writing shall be entitled to collect outstanding claims. Our right to collection shall remain unchanged together with the Principal's collection authorisation. We will not collect the outstanding claims until the Principal duly performs his payment obligations. Upon settlement of our claims, the ownership rights of the goods shall automatically pass to the Principal and the claims assigned to us shall be re-transferred to him.
5. Upon our notice the Principal shall inform us by handing over the appropriate documents on our rights against his clients.
6. In case the value of our securities exceeds our total claims with more than 10%, we are obliged to release a reasonable amount of the securities upon the principal's demand.
7. Occasional lien or confiscation of the goods with retained ownership by any third person shall be notified to us immediately. All costs of intervention arising from this shall always be borne by the principal in case such costs are not borne by third persons.

8. We are entitled to keep an inventory or have an inventory kept on the stock of goods with retained ownership and take the goods back or have them taken back in case of contractual breach, particularly in case of default in payment and we are entitled to enter into the principal's rooms for the above purpose. In case we practice retaining ownership rights by taking back the goods, we are entitled to sell them by private contract or have them sold by auction. Taking back shall occur at the value of all our claims existing according to the business relationship with the principal but at least at the purchase price specified in the agreement. We retain the right to claim compensation for further damages, particularly for lost profit.

VII. Implied warranty

1. Providing the features of the goods in catalogues, brochures, advertisements, drawings and price-list as well as references to technical descriptions shall merely serve the purpose of description and shall not make a basis for implied warranty claims without express reference in the order confirmation or the contract.
2. We are liable towards the principal for the operability and suitability of the object of delivery in addition to our contractual obligations, thus particularly, in case of giving advice in connection with planning, installation, implementation, only in case of our prior express undertaking.
3. Warranty claims shall be realised immediately in writing. In case of latent defects, the recovery of which was not possible by the exercise of the principal's inspection obligations the objection shall be raised directly after finding the defect.
4. All warranty claims shall lapse during 12 (twelve) months following the passing of the risk of damages, in case a longer period is mandatorily specified by legislation. We undertake guarantee for the goods being the object of delivery only by our express declaration or within the framework and in the way specified as mandatory by legislation.
5. In case of a well founded warranty claim we are obliged to provide additional performance (repair, new delivery or replacement). The principal is entitled to reduce the purchase price or rescind the contract in case we fail to perform our additional performance obligations within the appropriate deadline or it remains without results. Further demands, particularly expenses due to direct or indirect damages resulting from the defect – and damage compensation claims may be realised against us only according to section VIII, unless otherwise specified by mandatory legislation.
6. Unprofessional repairs, unprofessional handling or unsuitable place of installation by the principal or any third person assigned by the principal result the forfeiture of warranty claims.
7. Warranty claims in case of subsequent deliveries due to discrepancies in colour shades compared to earlier deliveries shall be excluded.
8. The possibility of compensation claims and the transfer of warranty claims of third persons against the principal shall be applicable only in case of rightful use by the consumer within the legal framework, and they shall not apply however in respect of obligations undertaken by the principal for business policy reasons and otherwise assume the observance of own obligations, particularly the obligations related to the notification of warranty claims of the parties demanding such claims.

VIII. Liability

1. In case unlike the above conditions we are obliged to compensate damages or costs according to contractual or statutory basis, we shall be liable only in case we, our employees in management positions have acted wilfully, with serious negligence or damaged life, physical integrity or health.
2. Besides, liability independent of culpability according to the Act on Product Liability and the liability for substantial breach of contractual obligations shall be sustained provided that liability shall be limited to damages particularly emerging in connection with the contract besides cases described in the first sentence.
3. The above provisions shall not follow changing the burden of proof to the detriment of the principal.

IX. Payment conditions

1. Payments – unless otherwise agreed – shall be performed in Hungarian Forints or Euro within 8 days of the date of the invoice without any deduction in case at the place of payment. In case of payment in a bank or in case of bank transfer, the objective amount shall be considered paid when the amount is unconditionally credited on our bank account.

2. The Principal shall realise his occasional objections against our invoices immediately, but the latest within 8 (eight) days in writing, after the lapse of this period no objection shall be accepted.
3. The Principal, based on his outstanding purchase price shall not claim set off under any title (particularly, warranty, guarantee, damage compensation claims).
4. In case of overrunning the payment deadline specified in the agreement, delay interest is charged based on the amounts registered in forints and amounts calculated from other currency to forints. The delay interest shall be the duplicate amount of the current prime rate published by the Hungarian National Bank. Regarding amounts specified in Euro, a delay interest exceeding by 8% the current base interest rate of the European Central Bank shall be charged. We reserve the right of realisation of compensation for damages exceeding the delay interest – including exceptional interest and costs charged to us in the given case – furthermore our right to apply Section 293 of the Civil Code.
5. In case of serious breach of the payment terms or in case circumstances become known, which result in well-established doubt regarding the credibility of the Principal – including particularly applications for the initiation of bankruptcy and liquidation procedures or realisation procedure of the court against the party contracted by the Principal – shall result in the immediate realisation of all our overdue and existing claims. The latter existing claim may be transformed to immediately due claims in the above cases. The fact of insolvency shall be deemed proven in the Principal submitted an application for bankruptcy proceedings or any third person submitted at the court an application for liquidation of the Principal or in case we have credible proof about the above proceedings. In addition in such case we are entitled to retain the remaining deliveries or make them dependent on pre-payment or the provision of appropriate securities or accept in the future only cash orders, furthermore we are entitled to rescind the contract after the lapse of the extended time limit without result.
6. In case circumstances arise after the conclusion of the contract, which are suitable to have a long-term influence on the credibility

of the Principal, we are entitled to make the delivery dependent on the payment of the purchase price in advance. In case the Principal does not accept this condition, we may recede from the contract. Circumstances influencing the credibility of the Principal are existent particularly in case the settlement of invoices are suspended, proceedings are initiated on his property due to insolvency or in case of other circumstances particularly if enforcement proceedings are initiated against him or in case of bill discounting problems thus the Principal is not any more able to fulfil his obligations due.

X. Confidentiality, intellectual property and technical changes

1. Unless otherwise agreed in writing, the information become known to the parties in connection with taking contact, the offer and the order shall be considered confidential.
2. The drawings, samples, plans, software and in general all documents delivered or sent by us to the Principal shall remain our exclusive property. These documents shall be made available to third persons only by our prior written consent.
3. We reserve the right in respect of the correction and further development of the products provided that the Principal has no claims in connection with the abovementioned activities.

XI. Place of performance, applicable law, court competence

1. The place of performance in respect of delivery and payment, unless expressly agreed otherwise, is our seat: H-6000 Kecskemét, Kiskörösi út 18–20; the place of bank payment: the commercial bank indicated in our invoice.
2. For all issues not regulated in the present terms the Hungarian laws, particularly the Civil Code and its regulations applicable to delivery contracts shall be applied.
3. Occasional legal disputes shall fall under the exclusive competence of the Town Court of Kecskemét or depending on authority, the County Court of Bács-Kiskun County.

