

# General Terms and Conditions



# BEEWATEC

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## B2B

Between BeeWaTec Hungária Bt., Kiskörösi út 8, H-6000 Kecskemét and the Buyer,  
Version: October 2024

## I. Scope of the General Terms and Conditions

- These terms apply to all goods sold by BeeWaTec Hungária Kereskedelmi és Szolgáltató Bt. (Company No.: 03-06-114824, registered address: 6000 Kecskemét, Kiskörösi út 8., referred to here as „Seller”) and govern all contracts between Seller and Buyer. They also apply to all future business relationships, even if not explicitly agreed upon again.
- Seller undertakes to promptly send these general terms and conditions to Buyer (by email or letter) whenever Buyer intends to enter into a contract so that Buyer is aware of them at the time of placing an order. These terms shall be considered accepted no later than at the time of ordering. In cases of direct warehouse sales, Buyer acknowledges the terms by accepting the goods and the invoice, indicating that Buyer has been made aware of them.
- Deviations from these terms are only permitted if agreed upon in writing by both Seller and Buyer. Buyer's own terms of business are considered not accepted unless acknowledged by Seller.
- These terms apply to all orders for goods placed by Buyer with Seller.
- If any provisions are or become invalid, this does not affect the validity of the remaining provisions.
- Any provisions within these terms that are considered invalid in relation to natural persons classified as consumers under the law will not apply to such individuals. Instead, permissive (dispositive) contractual provisions will apply, allowing Seller to retain the right of choice in alternative provisions.
- Seller is entitled to process Buyer's data acquired during the business relationship in compliance with applicable data protection regulations and Seller's policies. By accepting these terms, Buyer consents to such data processing.
- Seller reserves the right to make quantity and product type adjustments within the framework of the order or confirmation, subject to Buyer's prior written consent. Buyer is obliged to accept the goods provided such variations remain within commercially acceptable limits.

## II. Formation of Contract

- A sales contract is formed when:
    - the parties agree on the terms in writing,
    - Seller provides written confirmation of Buyer's order, or
    - in the case of direct warehouse sales, Seller fulfills the order, with the invoice acting as confirmation.
- Seller's representatives do not have authority to represent Seller; thus, the contract is concluded with the signature of Seller's executive. Any amendments, modifications, or collateral agreements, especially verbal agreements, are valid only when confirmed in writing by Seller.
- Orders only become binding on Seller with a written order confirmation. If Seller does not issue such confirmation separately or only along with the invoice, the contract is considered concluded upon delivery. Any differing confirmation by Seller constitutes a new offer.
  - Buyer is responsible for the accuracy of data and documentation provided for the order. Seller is obliged to verify the accuracy of the confirmation promptly upon receipt and must immediately notify Buyer of any discrepancies.
  - The prices, drawings, images, dimensions, and other data relating to goods published in Seller's brochures or other publications are for informational purposes only and are not binding.
  - If Seller makes an offer, the offer is valid until the stated deadline or, if unspecified, for 30 days.
  - Seller's agents, employees, subcontractors, or other representatives are not authorized to make verbal agreements or promises that exceed the content of the written contract. Any such verbal statements only become part of the contract upon written confirmation by Seller.

## III. Prices

- Prices are effective „ex works” as specified in the offer, in Hungarian Forints or Euros, excluding VAT at the statutory rate applicable on the date of delivery. The prices specified by Seller include the cost of product packaging; however, Seller may charge additional costs for palletizing.
- Seller may unilaterally modify the contract price if:
  - required by law or regulatory authority,
  - unforeseen circumstances or events (such as exchange rate fluctuations or raw material price changes) occur after contract formation that could not have been anticipated with due diligence.
- In cases of price adjustments as outlined in point 2(a) and (b), Buyer is entitled to withdraw from the contract within 8 days of notification by Seller without liability for damages to Seller.
- Previous price agreements are not binding for repeat orders.

## IV. Place, Time, and Method of Performance

- The place of performance is Seller's address specified in I/1. Seller shall notify Buyer via email of the readiness of goods and make them available by the agreed deadline. Goods are deemed accepted upon handover for quality and quantity assessment. Seller is not obliged to verify the authority of the person receiving the goods on behalf of Buyer. Buyer bears full responsibility for any damages or losses arising from unauthorized receipt of goods, provided the goods were received at the location specified in the contract or order.
- Buyer is responsible for the transportation of goods. Buyer must ensure that the transportation vehicle arrives on the specified delivery date at a time that allows adequate loading time. When transporting with Buyer's own vehicle or carrier, Buyer bears the cost and risk of loading and transportation. The time of performance is the time when Buyer or the carrier receives the goods. Upon request, Seller may deliver goods to Buyer's specified address under separate agreement; however, the place of performance remains Seller's address specified in I/1, and the time of performance is when the goods leave Seller's warehouse. If goods cannot be transported due to reasons beyond Seller's control, the time of performance is the date specified for receipt of goods.
- Parties are obligated to inform each other if fulfilling any contractual obligation will foreseeably be hindered, except when the other party should reasonably know of the hindrance without notification. Failure to notify of hindrances renders the party liable for damages caused by such failure under contract breach liability rules.
- Risk of damage transfers to Buyer as soon as the goods are handed over to the carrier or leave Seller's warehouse for dispatch. If dispatch is not possible due to reasons beyond Seller's control, the risk transfers to Buyer on the date specified for receipt.
- If Buyer fails to take delivery within 8 calendar days beyond the specified completion date, Seller may withdraw from the contract. In this

case, Buyer must pay 5% of the net price (or the total amount for custom production) as a penalty for non-fulfillment, and Seller may also claim compensation for any incurred losses.

- If Seller's timely performance is prevented due to force majeure or other unforeseeable extraordinary circumstances beyond Seller's control (e.g., material supply issues, transport restrictions, official interventions, etc.), the performance period is extended by the duration of the obstruction plus adequate preparation time. If these circumstances render delivery impossible, Seller may withdraw from the contract. If Seller's delay exceeds two months due to the above reasons, Buyer may also withdraw from the contract.

## V. Quantity and Quality Acceptance

- Quantity and quality acceptance occurs upon delivery, with associated inspection costs borne by Buyer. If goods or packaging are damaged, Buyer must immediately record this in writing at the place of receipt to support any claims against the carrier. Failure to do so absolves Seller of liability for any resultant quality or quantity discrepancies or damages.

## VI. Retention of Ownership

- The Seller retains ownership of the goods until full payment of the purchase price is made (hereinafter: goods with retained ownership). This provision does not constitute a basis for withdrawal for the Buyer and does not create an obligation for the Seller to take back the goods.
- The Buyer is obligated to store the goods with retained ownership separately and/or in a distinguishable manner, safeguarding them for the benefit of the Seller. The Buyer is liable, regardless of fault, for any loss or possible destruction of the goods.
- The Buyer is entitled to resell the goods with retained ownership within the scope of normal business operations, provided that the Buyer agrees with its own customers to a corresponding retention of ownership in favor of the Seller. The Buyer is not authorized to dispose of the goods in any other way, especially by pledging or transferring them as collateral.
- In the case of resale, the Buyer assigns to the Seller all claims arising from the resale against its customers, along with all associated ancillary rights, until full performance to the Seller. Upon the Seller's request, the Buyer is obligated to inform its customers of this assignment, although the Seller retains the right to directly communicate the assignment as well. Despite the aforementioned assignment, the Buyer retains the right to collect these claims until written revocation by the Seller. The Seller's collection right remains unaffected alongside the Buyer's authorization to collect. The Seller will not enforce the claims as long as the Buyer meets its payment obligations as agreed. Upon satisfying all claims by the Seller against the Buyer, ownership of the goods automatically transfers to the Buyer, and claims previously assigned to the Seller revert to the Buyer.
- At the Seller's request, the Buyer is obligated to promptly provide full information on its rights against its customers by delivering the necessary documents.
- Any pledging or confiscation of the goods with retained ownership by third parties must be immediately reported to the Seller. Any intervention or enforcement costs arising from such actions are to be borne by the Buyer unless these costs are covered by third parties.
- The Seller reserves the right to repair and improve the products, with the condition that the Buyer has no claims arising from such activities.

## VII. Final Provisions

- The contracting parties may transfer the rights and obligations under these general terms and conditions, or under the contract, to a third party only with prior written consent from the other party, except as provided in Sections VI/4 and VIII/2.
- Any modifications, amendments, or declarations related to the termination of these general terms and conditions, or the specific purchase contracts, are valid only if made in writing.
- For matters not regulated in these terms, Hungarian law, particularly the relevant provisions of the Civil Code, shall apply.
- These general terms and conditions are drawn up in Hungarian, German, and English. In the event of any doubt or dispute, the Hungarian version shall prevail.
- The exclusive jurisdiction for any legal disputes shall be with the court in Kecskemét.