

GENERAL TERMS AND CONDITIONS OF CONTRACT

These terms and conditions of contract shall apply to all products delivered, installed and commissioned by BIBUS Kft. (2220 Vecsés, Almáskert út 9.) – hereinafter referred to as Supplier – unless agreed otherwise between the parties in writing, e.g. in the offer, the confirmation or a separate agreement. The receipt of the product and the acceptance of the invoice without any objection shall also constitute acceptance of these general terms and conditions by the Customer.

I. Subject of the contract

1. The subject of the contract is the design, delivery, installation and commissioning of the product ordered by the Customer, according to the technical parameters and conditions confirmed by the Supplier.
2. The Supplier shall be liable for the integration of the product ordered by the Customer into the given system (system suitability) only if it has received a separate order from the Customer for the testing thereof, which has been confirmed by the Supplier. In this case, at the time of each request for quotation, or at the time of placing the order the latest, the Customer shall be obliged to provide technical data, operating conditions to the extent necessary for clearly defining the given technical solution or, in the absence thereof the exact type of the selected machine or equipment. Otherwise, the Supplier shall not be liable for system suitability.
3. If the Supplier is able to perform only by deviating from the documentation provided by the Customer, it shall be obliged to obtain a declaration of consent from the Customer.
4. If the ordered machine or equipment is handed over at the premises of the Customer or any other place designated by it, the Customer shall be obliged to make the place of installation available in a condition suitable for the performance of the work, equipped with the necessary supplies (water, energy, etc.) at its own expense.

II. Performance

- a) Place of performance: the premises of the Supplier. If the parties agree otherwise, the place of performance shall be the place specified in the order or in the agreement.
- b) Method of performance: the handover of the product shall be certified by the delivery note, or the minutes on handover-takeover, or the minutes on commissioning.
- c) The Customer shall be obliged to confirm the quality and quantity of the received goods or service(s) to the Supplier within 5 working days the latest by returning the signed delivery note or worksheet, or to indicate any deficiency within the same period of time (electronically or by fax). In the absence of this document, the order shall be deemed to be fully performed by the Supplier.

Acceptance shall not be refused for minor defects that do not prevent proper use.

III. Prices

1. The price of the product is understood for delivery at the premises of the Supplier.
2. If the services to be provided by the Supplier include installation and commissioning, the price of the product includes the costs of delivery to the place designated by the Customer and commissioning, or the Supplier includes the costs of delivery and commissioning as separate items in its offer.
3. The price is normally understood in HUF, or in the currency specified in the offer of the Supplier, and is subject to VAT at the rate required by law.

IV. Terms of Payment

The Customer shall be obliged to pay the invoice of the Supplier by transfer by the deadline for payment specified in the offer of the Supplier, or as mutually agreed between the parties.

V. Delay

1. If the Supplier fails to meet the deadline specified in the contract or confirmation, the Customer shall be entitled to charge a penalty of 1% for each consecutive full week of the delay. However the maximum amount of the penalty shall not exceed 5% of the price.
2. If the Customer is in delay with the payment, the Supplier shall be entitled to charge an interest for late payment in accordance with the Civil Code.

VI. Guarantee (Warranty)

1. Unless the Supplier provides a longer guarantee period, the guarantee period shall be one year from the date of performance.
2. If the product will be operated under particularly difficult operating conditions, in three shifts or in continuous operation, the Customer shall be obliged to provide this information in writing at the time of the conclusion of the contract.
3. The Customer guarantees that the system of requirements (specification requirement) for the machine or equipment to be selected, provided to the Supplier in advance, corresponds to the actual use, load and operating conditions after commissioning. The violation of this requirement shall void the guarantee.

VII. Other terms

1. The goods shall remain the property of the Supplier until the price is paid in full.
2. The Supplier shall be entitled to suspend further deliveries until the Customer is in delay with the payment of previous deliveries. The Supplier shall also be entitled to suspend deliveries, if it receives reliable information that the solvency of the Customer has deteriorated, and the Customer fails to provide a payment guarantee (surety, bank guarantee, etc.) within 15 days upon request.
3. In the event of late payment, the Supplier shall be entitled to take back the goods delivered to the premises of the Customer, if they are installed, to uninstall and take them back at the expense of the Customer. To this end, the Supplier shall be entitled to enter the given premises during working hours.
4. If the Customer withdraw from the contract without legal basis, the Customer shall be obliged to pay a penalty equal to 20% of the contractual amount to the Supplier – in case of standard products. If the ordered goods or services are customer-specific, special, the amount of the penalty shall be a subject of another agreement.
5. The parties undertake an obligation of confidentiality with respect to their contract, they shall not disclose the content thereof – in particular the prices, etc. – to any unauthorized person.
6. This contract shall be governed by the provisions of the Civil Code and the laws of Hungary. For the settlement of any legal disputes arising between them, the parties submit to the exclusive competence and jurisdiction of the Permanent Arbitration Court attached to the Hungarian Chamber of Commerce and Industry, acting in accordance with its own rules of procedure, providing that the Supplier shall also be entitled to pursue its claim in an ordinary court of law.