

## **Terms and Conditions - T&C**

The sales agreement between Alfacó Kft. as Seller and the Buyer shall be based on this Terms and Conditions for every product, unless a separate agreement is made.

The Terms and Conditions are available on Alfacó's website at [www.alfaco.hu](http://www.alfaco.hu). The fact that the sales agreement is established under the present Terms and Conditions shall be indicated on the invoice and the order receipt.

The Seller, if selling within the European Union, provides goods and services only to domestic and foreign partners with valid tax ID.

### **Offer**

Prices indicated in the offer shall be valid only within the expiration period and under the indicated payment and delivery conditions.

The delivery time indicated in the offer is for general information purposes, the exact time of delivery will be provided on the order confirmation.

Agreements made over the phone shall not qualify as offers.

### **Order confirmation**

Only order confirmed by the Seller in writing may be considered accepted by the Seller, as per the content of the receipt.

The Buyer's written order and the Seller's confirmation thereof will collectively constitute the establishment of a sales agreement.

The Seller has the right to withdraw from the agreement if the Buyer fails to comply with the payment conditions within the set time period.

The Buyer may only withdraw from the agreement in case of standard, in-stock goods and may not do so in case of specific goods made upon order. The Buyer shall indemnify the Seller's damages in case of withdrawal.

### **Price**

The offer is normally made in EUR and does not include VAT.

If the order is made after the expiration period, the Seller may pass on any price increase to the Buyer.

Unless otherwise set in the offer, shall be valid upon hand-over at the Seller's premises. In case of Güntner products this means the factory in Tata. The Seller shall charge a delivery fee for deliveries on the basis of prices set by the delivery company.

Invoicing is done in EUR. If the Buyer indicates otherwise prior to purchase, invoicing can be done in HUF at the exchange rate in effect at the time of invoicing, set by the Seller's bank.

### **Payment Conditions**

The total sum indicated on the invoice issued by the Seller shall be paid upon purchase if paid in cash.

If the agreement is made in accordance with the offer or agreement by paying a deposit, the start of the order and the delivery time for the manufacturer is the receipt of this amount by the Seller on their bank account.

Bank costs shall be borne by the Buyer.

If payment is delayed, the Seller shall charge a delayed payment interest equal to the central bank's base interest rate in effect on the first day of the calendar half year in which the delay takes place plus 8 percentage points from the day payment was due until it is paid. The Seller is also entitled to charge at least 40 € lump sum for the cost related to the enforcement of its rights {6:155. § Act V of 2013 of the Civil Code}.

If the invoice is unpaid once the deadline for payment is up, the Seller may choose to perform services for the Buyer only in case of cash payment or 100% advance payment with money transfer.

The Buyer may not deny, withhold or reduce payment due to the enforcement of warranty rights or the expiration of interest.

### **Property right, reservation of property rights**

The goods will stay in the Seller's property until the invoice has been paid in full.

### **Risk-taking**

The risks regarding the goods will be transferred onto the Buyer from the Seller by signing the delivery document (delivery note, invoice). The Seller will be liable for delivering the goods to the Buyer, as per §6:219 of the Civil Code. Liability for the goods shall be transferred onto the Buyer once it or an authorised third party signs for the goods. If the delivery company or person is commissioned by the Buyer, it shall be liable for the delivery of goods, unless the Seller recommended the delivery company or person to the Buyer.

## **Warranty**

The goods sold shall be covered by the manufacturer's warranty. Warranty is subject to appropriate delivery, storage, installation, start, operation and regular maintenance. If installation fails to happen according to the manufacturer's authorised conditions, the warranty will be lost with immediate effect.

The warranty period for compressors and aggregators is 12 months from the purchase. Warranty is subject to the Buyer's return of the completed installation records to the Seller within 8 days of the start of operation. The warranty period for all other products is 1 year from purchase. The warranty request of the Buyer for liability of defects shall expire after 2 years. (As per § 6:163. (2) of the Civil Code.)

If a fault occurs within the warranty period, the Seller will provide a replacement device upon request. The Buyer shall return the faulty device to the Seller's premises at its own expense. If based on the circumstances the warranty request seems to be rightful, the Seller shall deliver the device to the manufacturer's premises at its own expense, where the manufacturer shall examine the device in their own dedicated laboratory and decides about the rightfulness of the request. The Seller and the Buyer shall both accept this decision. If the request is warranted, the Seller shall write off the price of the faulty device or the replacement device. A hermetic compressor shall be examined by cutting and then destruction. The Buyer may request the pieces of the destructed compressor in advance. In such case the costs of return shall be borne by the Buyer.

## **Liability**

The Seller excludes its liability, unless it can be suspected to be gravely negligent or intentionally damaging, for any damages caused by inappropriate handling of goods, failure to comply with safety instructions and unprofessional work carried out by personnel that is not trained to install /operate/ maintain or fails to have the necessary certifications or qualifications.

Any compensation for damages based on warranty shall only extend to the value of the delivered goods and shall not include any indirect damage.

The Seller excludes liability for delivery delays, unless the Parties agree to a delayed delivery fee and/or a specific date is set and the delay is due to reasons imputable to the Seller. Force majeure shall justify delayed delivery and penalty shall not be paid. Once the force majeure is eliminated, the Seller shall deliver the goods.

## **Quality and quantity complaints**

Quantity and quality complaints based on deficient or faulty delivery have to be made to the Seller immediately upon discovering the deficiencies in writing either upon delivery in the records or not later than 7 days within delivery. Deficiencies which may not be noticed immediately have to be reported to the Seller within 7 days of discovery or by the last day of

warranty, the latest, in writing. The Seller shall consider deficiencies and faults reported within two months of discovery as made without delay. Any damages caused by late reporting will be borne by the Buyer.

The Seller reserves the right to examine the goods subject to the before mentioned complaints, or have it examined by an independent institution. The goods subject to complaint must be returned to the Seller's premises. If the Seller acknowledges the complaint or the examination confirms the deficiency or fault, it may decide to eliminate it by repair, accessory replacement or change. Upon request of the Buyer the Seller shall provide a replacement device until the quality complaint has been confirmed and shall invoice this to the Buyer. Once the complaint has been confirmed, the Seller shall deduct the price of the replacement device.

### **Return of goods**

If the Seller decides that the Buyer can return the goods because the Buyer has no need for the device anymore due to reasons which occurred post-purchase, the return of goods shall be done under the following terms: the Buyer shall send the number of invoice and delivery note to the Seller. The goods have to be returned to the Seller's premises in their original packaging and condition. The Seller may deny acceptance of the goods if the packaging or the product has been damaged or it has been installed or if it was made upon order for the Buyer. The Seller may charge the Buyer with administration fee and deduct it from the returned price. The administration fee shall be 0% within 3 days, 10% within 30 days, 20% within 30 days, 30% within 365 days and 50% of the original price if it goes beyond 365 days of purchase. The Seller may deny acceptance of goods which were purchased over 365 days ago due to technical obsoleting.

### **Settlement of legal disputes**

The Parties agree to settle any legal disputes arising from this Terms and Conditions based on valid Hungarian laws at the court with jurisdiction and competence.

If some of the Terms and Conditions lose their validity, this will not affect the validity of the rest thereof.

Any issues not settled in this Terms and Conditions shall be governed by the provisions of Act V of 2013 on the Hungarian Civil Code about contracts.