

# **General Terms and Conditions of sale**

## **of products and services applied by Certa Kft.**

### **1. General**

All deliveries and services from Certa Kft. (hereinafter Certa), including the sale of software, are subject to the following terms and conditions of sale. Any conditions in any order given by any customer which are inconsistent with these conditions are expressly revoked. Such conditions shall not be legally binding for Certa unless they have been agreed to in writing by Certa.

The placing of an order and acceptance of goods delivered by Certa shall constitute the customer's agreement to our conditions.

### **2. Quotation and delivery**

All quotations unless limited in time are subject to confirmation; our written order confirmations shall form the basis of the contract and the definitive factor for the scope of the delivery.

Orders given by the customer are binding for the customer and shall be deemed to have been accepted upon presentation of the order confirmation by Certa. After the order confirmation the customer shall not withdraw from the contract. In the case of quotations with a time limit and a time stated for acceptance, the quotation shall be binding, even if an order confirmation is not submitted in time.

We reserve the right to vary the design and make changes to technical data and performance characteristics insofar as these are for the purpose of technical progress. Certa will announce any such changes, and any product discontinuations, with an appropriate period of notice.

Any documentation submitted with the request for tender or an order, such as drawings, specifications, material, samples, tools, models or similar and made available to Certa, shall remain the property of the customer. These are binding for the preparation and issue of the Certa quotation. Any subsequent variations relating to the initial request for tender and the Certa quotation must be specified in writing when ordering.

Any documentation added by Certa to a quotation in a manner similar to that mentioned above shall remain the property of Certa. The customer undertakes not to use this documentation for the purpose of any other contracts or to reproduce or make it available to third parties. Should the usage of the information be not compliant with the provisions or be unauthorised, Certa shall be entitled to enable civil right, personality right, competition law and criminal law measures to be implemented against all unauthorized users and claims for damages.

Any apparent mistakes, printing, computational, spelling or calculation errors shall not be binding for Certa and do not give the customer the right to claim for damages.

### **3. Prices and payment**

Prices shall include transportation costs to Hungarian delivery address, where value added tax is not included. Certa withhold the right to charge the shipment and packaging cost in case the order amount is below certain threshold.

Certa reserves the right to implement price changes if the basis for our calculations has been altered.

The payment term is included in the order confirmation and in the invoice. If the period of payment has been exceeded, we reserve the right to claim the late payment interest provided by the applicable regulation. The withholding of payments or offsetting of potential counterclaims is not permissible other than in the case of recognised or legally determined counterclaims, and upon approval of Certa.

### 3.1. Credit Limit evaluation, Credit Limit

Certa may evaluate the customer's credit limit. In case customer's open account and orders shall exceed the credit limit or Certa has information which shows significant risk on credit limit, Certa may restrict shipment to customer, or revoke the payment terms.

## 4. Delivery terms

The date specified in the order confirmation is binding only if all the technical and commercial details have been clarified by that time. The customer undertakes to provide the materials essential for the order to be executed on time.

The delivery date is deemed to have been adhered to, if the object of delivery has arrived to customer (or delivery was attempted), unless agreed otherwise the delivery term in INCOTERMS 2010 FCA Sátoraljaújhely. Partial and early deliveries (and invoicing) by Certa are permissible.

The delivery terms in communication materials, catalogs, websites are for informational purposes and have no binding effect.

The delivery delay increases proportionately in the event of difficulties attributable to vis major. This includes actions as part of industrial disputes, in particular strikes and lockouts. It also applies in the event of unforeseen difficulties or circumstances arising with subcontractors.

Moreover, Certa will not be responsible in the above described circumstances, if these occur during an already existing delay.

If despatch is delayed at the request of the customer, we shall after a reasonable period of time be entitled to dispose otherwise of the delivery item or to supply the customer to a correspondingly extended time limit and to charge the customer storage costs.

## 5. Passage of risk

The cost (excluding certain small amount orders) shall be borne by Certa. The risk shall be transferred to the customer upon dispatch from Certa's storage in Sátoraljaújhely. Partial and early deliveries shall also be at the risk of the customer upon despatch or upon communication of readiness for shipment. This also applies if the consignment is transported by Certa and even if Certa uses its own vehicles and effects the installation. If despatch is delayed due to the customer's failure the risk shall be transferred to the customer on the day of the declaration of readiness for delivery.

At the request of the customer, Certa shall arrange at the customer's expense insurance of the consignment against theft, breakage, transport, fire and water damage and any other insurable risks.

## 6. Retention of title

The goods supplied shall remain the property of Certa until all debts owed by the customer are settled in full including any balances existing from the business relationship with the customer irrespective of statutory source.

The enforcement of our right to retain ownership should not be regarded as a withdrawal from contract.

In the event of the customer not conforming to the contract, in particular in the case of a delay in payment, the total balance due shall become payable immediately. In such cases, we have the right to recover possession of the goods following a demand for payment and to collect these from the customer's premises. In such an event, the customer shall not have any right to ownership.

## **7. Warranty claims**

### 7.1. Warranty term

Certa shall provide the goods with 12-month warranty upon delivery (for quality claims).

### 7.2. Defects of quality

All parts found to be defective as a result of circumstances prior to the transfer of risk shall, at the discretion of Certa, either be repaired or replaced by delivery of a faultless part. Excluded from this warranty shall be parts subject to wear.

The defects shall be notified immediately in writing, however, at the latest within 8 days after receipt of goods.

If the defect complaint is justified, we shall bear of the immediate costs – insofar as the complaint proves to be founded – the cost of the replacement part, shipping thereof as well as reasonable costs related to uninstallation and reinstallation, insofar as such procedure does not result in unreasonable demands made on Certa. The customer shall allow us time and opportunity to effect the repair or replacement delivery, otherwise Certa shall not be held liable for the ensuing consequences. The customer, with Certa's prior consent, shall have the right to rectify defects itself or have them rectified by a third party in such urgent cases where there is a danger to operational safety and to prevent extensive damage, and to claim reimbursement of necessary costs from Certa. This shall also apply in the cases where we are causing undue delay in remedying the defect. Should the customer or a third party carry out unqualified repairs, Certa shall not be held liable for any consequences thereof.

Certa shall exclude any liability for Customers' claim related to defects which has not occurred in the shipped goods. Other claims shall be determined as stipulated in item 10 of the terms and conditions herein.

Certa shall not be held liable for any damage on foot of the following grounds: Unsuitable or improper use or storage, faulty installation by the customer or a third party, unauthorised repair attempts and modifications, natural wear, erroneous or negligent handling, chemical effects and electrical effects etc. outside our power, as well as in case of non-intended use and non-compliance with our information and details out of our documentation (e.g. user manuals, catalogue sheets). In addition, the warranty shall be voided if the customer or third parties modify the control/software without Certa's prior consent and without any other justification (Certa's undue delay in remedying defects), even if the error occurs in an unchanged component.

### 7.3 Defects of title

If the use of the delivery item infringes domestic industrial property rights or copyrights, Certa shall, at its cost, obtain the right to principally enable the customer to continue to use the delivery item or to modify the delivery item in a manner acceptable to the customer so that the copyright infringement no longer exists.

Should this not be achievable in an economically reasonable manner or within a reasonable period of time, the customer shall be entitled to withdraw from the contract. Given the stipulated conditions, Certa also shall have the right to withdraw from the contract.

In addition, Certa shall indemnify the customer in relation to any non-disputed claim or legally asserted claim raised by the relevant copyright owners.

Subject to the provisions of item 10 of the terms and conditions herein, the above stated obligations of Certa shall be final in relation to cases of infringement of property rights or copyrights. The aforesaid obligations shall be applicable only if the customer advises any property or copyright infringement claims raised immediately to Certa, the customer reasonably supports Certa in the defence of such claims or enables Certa to carry out modifications, Certa has at its disposal all defence actions including out-of-court settlements, the defect of title is not based on an instruction issued by the customer and the infringement is not caused by non-authorized modifications of the delivery item by the customer or non-authorized use of the delivery item by the customer.

## **8. Impossibility of performance, default**

The customer may withdraw from the agreement should performance by Certa become impossible before the risk is passed.

The customer shall also be entitled to withdraw from the agreement should, in the case of an order for similar goods, execution of part of the delivery become impossible and the customer has a legitimate interest in refusal of a partial delivery. Should this not be the case, the customer may reduce the consideration accordingly.

In the event of a delay of performance by Certa as defined by item 4, where the customer guarantees us a reasonable extension, the customer shall be entitled to withdraw from the agreement, within the scope of the statutory provisions, should the extension not be complied with. Should there be a delay of acceptance through the fault of the customer, the customer shall remain obliged to render a return service.

## **9. Liability**

Should the delivery item not be fit to be used by the customer as stipulated in the contract due to the fault of Certa following omitted or defective execution of proposals and discussions prior to and after the conclusion of the contract or as a result of violation of other contractual obligations, in particular the instructions for operation and maintenance of the delivery item, the provisions in items 8 and 10 of the terms and conditions herein shall apply accordingly excluding any other claims.

Certa shall be liable for defects other than to the delivery item, for whatever legal reasons, only in case of intent, gross negligence of bodies or executives, culpable violation of life, body, health, defects whose presence was not disclosed by Certa maliciously or their absence guaranteed by Certa, as well as in case of delivery item defects to the extent as liability is provided under the product liability law for personal injury and property damage in relation to privately used items.

In case of culpable violation of essential contractual obligations, Certa shall be liable also in case of gross negligence of non-executive personnel and cases of ordinary negligence; in the latter case liability shall be limited to contract-typical, reasonably foreseeable damage.

Any further claims shall be excluded, especially but not limited to liability for indirect damages, stop production, loss in profit, personality right related claims.

Liability for direct damages shall be limited to the ordered amount, which shall be acknowledged by the customer by placing the order.

## **10. Statute of limitation**

Any and all claims, no matter what legal reason, come under statute of limitation after 12 months commencing from time of delivery or acceptance, and concerning damages, not accrued at the product itself, commencing from the time of the relevant injuring action. This does not apply in cases of statutory stipulations.

## **11. Confidentiality**

The customer undertakes to treat all information, know-how and other industrial secrets in connection with the execution of the respective order in strict confidence and not to pass on or make available any information, documents, documentation, drawings, sketches or other papers to third parties without the express permission of Certa.

Certa shall also treat all customer documentation in confidence.

## **12. Place of jurisdiction**

All disputes falling under the scope of the present General Terms and Conditions of sale of products and services shall fall under the exclusive jurisdiction of the competent court related to Certa's headquarters.

## **13. Applicable law**

The law of Hungary shall apply to the contractual relationship between Certa and the customer to the exclusion of all bi and/or multilateral agreements concerning the purchase of movables, in particular to the exclusion of the UN agreement relating to contracts regarding the international purchase of goods of 11.04.1980 (CISG).

## **14. Compliance**

Customer hereby represents, confirms and certifies that it and all of its directors, officers and employees has concluded with the Code of Conduct of Certa.

Securing compliance with the Code of Conduct of Certa, customer commits to take any necessary step to avoid any illegal actions, especially to avoid illegal actions which are able to incriminate Certa.

Therefore, within its company and/or group customer shall take any necessary actions and launch any system needed to monitor compliance with the Code of Conduct of Certa of its directors, officers and employees especially such actions which are essential to avoid corruption or any other criminal acts.

## **15. Miscellenaous**

Certa may change the terms and conditions of present General Terms and Conditions without further notice by publishing it on its' website, and such shall be applicable on all orders places upon publish. The General Terms and Conditions are applicable as of 21 May 2019.