

## **BÖLLHOFF Kft.'s General Terms and Conditions**

### **1. The scope of the terms and conditions**

The following provision shall apply to all of BÖLLHOFF Kft.'s Hungarian offers and sales regardless of the product or service to be sold and the contractual partner.

The scope of these conditions shall not apply to the contracts concluded by BÖLLHOFF Kft. only if BÖLLHOFF Kft. expressly provides in the given contract, i.e. we do not accept the Principal's conditions that are contrary to, differ from, or supplementary to these conditions of sale.

In light of the above, the customer hereby declares that in line with the application provisions of the Civil Code (currently Section 6:78 of the Civil Code), these General Terms and Conditions do not contain any provisions that significantly differ from customary contractual practices or from the provisions applicable to contracts. The customer also declares that if these General Terms and Conditions differ from any provisions of a contract concluded previously by the parties and applicable to their legal relationship, it has been separately notified of such fact in writing by BÖLLHOFF Kft. and hereby accepts such provision without any objections.

The customer's supplier conditions shall be binding on BÖLLHOFF Kft. only if BÖLLHOFF Kft. has accepted those in writing. The customer's general procurement conditions, any other general terms and conditions, and these GTC may not be unilaterally amended by the customer.

These General Terms and Conditions and the written agreement or contract that lays down the legal relationship between the parties together form the entirety of the agreement concluded between the parties in connection with the sold goods or services. Should there be any contradiction between the contents of the individual written agreement or contract and these General Terms and Conditions, the provisions of the given written agreement or contract shall prevail. As regards any issues not covered by the individual written agreement or contract, the provisions of the General Terms and Conditions shall be considered governing.

The customer declares that before the conclusion of the individual written agreement or contract, BÖLLHOFF Kft. provided it with a possibility of familiarizing itself with these General Terms and Conditions, which the customer expressly accepts. The customer also declares that it does not consider these General Terms and Conditions to be unfair, as it lays down the customer's rights and obligations stemming from the contract, in line with the principles of good faith and fairness, and does not put the customer in an unbalanced or unjustifiably disadvantageous situation. The current version of these General Terms and Conditions is available on the [www.bollhoff.hu](http://www.bollhoff.hu) website.

### **2. Validity of offers, contract conclusion**

BÖLLHOFF Kft. will establish a legal relationship for the sale of its goods, for services, and for delivery only on the basis of the customer's or the client's order placed in writing and only if written confirmation has been provided for the order (in accordance with the concluded contract). Accordingly, BÖLLHOFF Kft. considers verbal agreements invalid both as regards the provision of offers and for orders. Confirmation of an order will be considered accepted if the customer does not provide any other information within 2 workdays of the confirmation having been sent.

Confirmed orders may not be cancelled. BÖLLHOFF Kft. maintains the right to dispose of the products at the customer's cost if the goods are not taken over, for which it will issue an invoice.

The minimum value of orders is EUR 50.

The documents handed over or made available to the customer (e.g. drawings, figures, data

pertaining to weight and size) are not binding and are used for illustrative purposes only, unless they are expressly marked as binding in writing (for example, in the contract or the confirmation of the order).

If, after the conclusion of the contract or confirmation has been provided for an order, BÖLLHOFF Kft. learns that dissolution proceedings or winding-up proceedings have been initiated against the customer due to insolvency, or final settlement proceedings have been initiated against it, or it can otherwise be assumed that the customer is insolvent, BÖLLHOFF Kft. shall be entitled to rescind the purchase and sale agreement and the performance of the details of the order. In this case BÖLLHOFF Kft. cannot be forced to provide compensation to the customer or the client, and BÖLLHOFF Kft. shall be entitled to enforce claims to secure indemnification for its own damages and to enforce its rights as owner.

BÖLLHOFF Kft.'s applicable unit prices are identical to the prices it provides confirmation for. The prices shall be understood to mean the delivery parity specified in the offer or the confirmation of the order. BÖLLHOFF Kft.'s unit prices do not include VAT; invoiced amounts shall always specify the amount of VAT separately.

BÖLLHOFF Kft. specifies the minimum order amount taking into account the packaging units, which it includes in the offer prepared for the contractual partner. BÖLLHOFF Kft. performs packaging activities only on the basis of a written agreement or contract concluded with the customer, in return for a fee agreed on in advance.

BÖLLHOFF Kft. may charge the preparation, packaging, and delivery fees specified in the offer, confirmation of the order, the contract concluded with the customer, or an individual delivery agreement. BÖLLHOFF Kft. reserves the right to amend this fee in response to any changes of the ordered items and the shipping address. If a delivery is cancelled due to a fault of or at the request of the customer, BÖLLHOFF Kft. shall be entitled to charge the customer for the inventorying, packaging, and delivery costs incurred during the course of the cancelled delivery, in the values specified above.

BÖLLHOFF Kft. is entitled to charge warehousing costs (6% of the net value of the goods) for any inventories ordered by the customer or specified in a contract but stored for more than 1 year due to a cancelled delivery.

### **3. Prices**

Should any cost components undergo any significant changes after the conclusion of the contract but before delivery (material costs, personnel costs, energy fees, taxes, customs fees, delivery costs, etc.), we reserve the right to amend the prices that we have not expressly designated as fixed or binding in the given offer or the conformation of the order. We are not bound to apply the prices of any previous orders to any second (or subsequent) orders.

Prices are understood as ex works net of value added tax and do not include any packaging costs incurred. Our prices (irrespective of the specified surcharges) include the delivery of the full original packaging. We reserve the right to round up or down to the next packaging unit.

### **4. Delivery and handover of goods; delivery deadlines**

As regards the performance of the contract, the times and deadlines specified by BÖLLHOFF Kft. are based on estimates and are therefore not binding, unless the parties agree otherwise in specific cases. If the customer places any additional or supplementary order, the performance of the order may be extended accordingly.

The day of delivery may not be changed within 5 workdays of the confirmed delivery date.

In case of unforeseeable obstacles to operations (e.g. strike, lock-out, loss of labor due to the sickness of experts, supplier delays in delivery or performance, official interventions, and force majeure), BÖLLHOFF Kft. will be entitled to extend the deadlines for obligatory performance accordingly.

A prerequisite for keeping delivery commitments is that the client fulfil its obligations in a timely and contractual manner. The client has to take over the goods within one year of the first delivery deadline that we provide confirmation for, unless the parties agree otherwise. BÖLLHOFF is entitled to provide part deliveries, to deliver before the agreed deadlines, and to issue part invoices therefor.

BÖLLHOFF Kft. strives to always keep the delivery deadlines it has provided confirmation for; however, the customer acknowledges that it may not raise any claims in connection with any delivery delays. In absence of any written agreement to the contrary, BÖLLHOFF Kft. reserves the right to provide part deliveries and to deliver before the time agreed upon. In case of force majeure, BÖLLHOFF Kft. is entitled to refuse performance of the contract in part or in whole without the customer gaining entitlement to any claims for compensation. If the customer defaults on accepting the goods or refuses acceptance without any legal basis, BÖLLHOFF Kft. may, in addition to claiming the damages incurred as a result, cancel the contract and sell the products elsewhere.

The place of performance is BÖLLHOFF Kft.'s site. The customer declares that it accepts the goods from the delivery agent after providing confirmation of its correct quantity, thus certifying performance of the contract. Any quantitative discrepancies indicated subsequently does not exempt the customer from its payment obligation.

Goods are delivered from BÖLLHOFF Kft.'s site (8000. Székesfehérvár Alba Ipari Zóna, Zsurló u. 8., or 3300 Eger Kistályai u. 18). In absence of a written agreement or contract to the contrary, BÖLLHOFF Kft. shall have the goods delivered by a delivery agent contracted by it. The relevant delivery fees and insurance fees charged therefore are available on BÖLLHOFF Kft.'s website. BÖLLHOFF Kft. delivers to outside of Hungary only on the basis of a separate agreement and for fees specified on an individual basis.

In absence of a separate written agreement, BÖLLHOFF Kft. will select the delivery route and the means of delivery according to the best of its knowledge, and it does not assume any guarantee that delivery is provided via the cheapest or the fastest means possible. The purchase price will be payable if goods reported as ready for delivery are not accepted in line with the agreement, or if delivery is temporarily or permanently not possible for reasons out of our control. In such case, we are entitled to store the goods at the client's cost and risk, according to our own discretion.

If the Client – at its own discretion – transports the goods with its own transport vehicle or a delivery agent contracted by it, it shall bear the associated risk and cost. Both qualitative and quantitative acceptance shall be considered to have taken place when BÖLLHOFF Kft. hands over the goods. The place of qualitative inspection: the place where the goods are handed over. BÖLLHOFF Kft. will not accept complaints regarding quantity after acceptance has taken place. A -2/+5% quantitative variation is permitted in case of unopened packages.

If requested by the customer, BÖLLHOFF Kft. will issue a commercial declaration of conformity for the goods it delivers. If the customer expressly requests, BÖLLHOFF Kft. undertakes to obtain the manufacturer's statement of compliance for certain products, at the customer's cost. The customer shall inform BÖLLHOFF Kft. of this request in advance, when requesting an offer. Statements of compliance cannot be obtained subsequently.

## **5. Complaints regarding quality and quantity; the assumption of risk**

The customer may inform BÖLLHOFF Kft. of any errors regarding the goods in writing within 24 hours of detection. Failure to do so leads to forfeiture of the right to enforce claims. The customer shall attach to the complaint regarding quantity the report drawn up when accepting the goods

regarding the missing goods and signed by the delivery agent, which shall clearly identify the goods determined to be missing at the time of handing those over.

BÖLLHOFF Kft. sells commercial products with the 800 PPM error rate pertaining to the entirety of the production series (charge / lot), as generally accepted in business. Unless a separate agreement or contract specifies otherwise, BÖLLHOFF Kft. shall not assume any costs for errors of less than 800 PPM in the goods accepted by the customer, and the customer may not enforce any claim for compensation against BÖLLHOFF Kft.

In case of complaints regarding quality, the customer shall inform BÖLLHOFF Kft. in writing of the item number, packaging, name, the number of the associated delivery note, and the charge / lot identifiers of the product in question, as well as the error that it has identified and the product (or, if there are more than one, all products) subject to the complaint regarding quality, for the purposes of assessing the quality complaint. Past the warranty period, the customer shall bear the obligation of proving that the deficiencies and complaints it has identified are true.

The customer shall take all measures necessary to mitigate or prevent damages, or that are required for taking action against third parties. If the customer's intentional or negligent conduct is directly or indirectly responsible for the quality issue, BÖLLHOFF Kft. is entitled to reject the complaint in part or in whole without the customer gaining entitlement to any claims for compensation.

In case of a substantiated quality complaint, BÖLLHOFF Kft. reserves the right to rectify the problem free of charge or to replace the delivered goods free of charge. At the same time as providing notification of the quality deficiency, the customer shall also report its warranty claim as set out above. BÖLLHOFF Kft. will provide reimbursement for any costs resulting from a substantiated complaint only if the customer has informed BÖLLHOFF Kft. prior to having incurred such costs and BÖLLHOFF Kft. has provided written confirmation of having accepted those.

The documents pertaining to the complaint shall be handled separately from the sales invoices. Only BÖLLHOFF Kft. is entitled to issue a corrective invoice to the customer on the basis of the approved costs. Any deviations from the above are permitted only on a case-by-case basis, based on a separate agreement.

BÖLLHOFF Kft. shall reject all other customer warranty claims. BÖLLHOFF Kft. shall not accept returns of any special goods prepared at the customer's request, in which case warranty claims may extend to repairs only. All goods qualify as special that are not available in the respective and current issue of Böllhoff Blaue Seiten (Blue Pages). BÖLLHOFF Kft. does not conclude insurance policies for the fire, theft, or the damages incurred during delivery and storage of the goods handed over to the customer in the interest of performing its commitments under a written agreement or contract. The customer shall bear the associated costs, unless BÖLLHOFF Kft. concludes the applicable insurance at the customer's express request and cost.

## **6. Exclusion of liability**

All claims for compensation are excluded, thus especially incidental damages and indirect damages, such as production stoppages and damages to third parties, unless the claim pertains to intentional or grossly negligent conducts, or an absence of the product's expressly guaranteed characteristic. The provision does not extend to personal injuries.

In the case of fasteners with galvanized surfaces classified as having a hardness of 10.9 or higher or a surface hardness of more than 320 HV, the risk of hydrogen-induced cracking cannot, according to the state of the art, be excluded. The Client may use these types of fasteners at its own risk only. We do not assume liability for damages and incidental damages caused by hydrogen-induced cracking; in case damages are incurred, the Client shall have to prove that the damages were caused by other than the use of such materials. BÖLLHOFF Kft. does not assume liability for the use of any machining technologies that it does not recommend.

If they are not excluded, the statute of limitations for claims for damages is 12 months after the damages and their coming to the knowledge of the party, but no later than 3 years after delivery or performance.

## **7. Payment of the purchase price**

When paying in cash, the customer shall pay the value of the invoice issued by BÖLLHOFF Kft. immediately upon receipt of the goods; in case of deferred payment, the customer shall pay the invoice by bank transfer by the deadline specified on the invoice. If the customer defaults on payment, it shall be obligated to pay the respective rate of late interest specified in the Civil Code. BÖLLHOFF Kft. generally issues electronic invoices for purchase prices to be paid by bank transfer. If the customer wishes to receive a hard-copy invoice, BÖLLHOFF Kft. reserves the right to impose a surcharge.

The customer acknowledges and accepts that if it defaults on payment or fails to provide payment, BÖLLHOFF Kft. is entitled to utilize the services of a claim management company to enforce its claim. With the conclusion of the purchase and sale agreement, the customer grants its consent for BÖLLHOFF Kft. to transfer the customer's data to the claim management company for the purposes of enforcing the claim. The customer shall be obligated to pay the cost of enforcing the claim, as a form of damages incurred by BÖLLHOFF Kft. In addition to the above claim management company fees, the customer shall accept and pay all costs incurred in connection with the collection of the value of the invoice (e.g. lawyer's fees and court fees). The customer acknowledges and accepts that if it owes money to BÖLLHOFF Kft. for more than one invoice and defaults on the purchase price of even just one item, all other amounts owed will immediately become due and payable as a result of the default. It furthermore accepts the fact the BÖLLHOFF Kft. will collect these amounts. In this case, all invoices will be considered paid only if the total amount of the invoice has been paid; any part payments shall not qualify as payment in full.

If the default is 30 days or more, the customer will be entitled to place orders and receive deliveries only after having provided payment in full for all open invoices and by paying for such orders in advance. In this case BÖLLHOFF Kft. will be entitled to rescind the contract and to take measures for recovering the goods on the basis of the ownership rights set out in point 7. The customer shall bear the associated additional costs and damages.

## **8. Reservation of ownership**

BÖLLHOFF Kft. fully reserves its ownership of the goods delivered until the value of the goods in question has been paid in full. If the goods are installed by or sold to third parties, the customer is obligated to inform the third party that the goods shall remain the property of BÖLLHOFF Kft. until the value of the goods have been paid in full. The customer shall be criminally liable for any violations of BÖLLHOFF Kft.'s ownership rights. Ownership shall be transferred to the customer only upon payment in full of the full purchase price. Should BÖLLHOFF Kft. wish to enforce its right of ownership, the customer shall promptly return the goods to BÖLLHOFF Kft. without any separate proceedings being held. If the customer does not do so, BÖLLHOFF Kft. will be entitled to have the goods removed itself at the customer's cost. The customer acknowledges that if the right of cancelling the contract is exercised, it may not hinder BÖLLHOFF Kft.'s representatives in taking the goods back, in the interest of which it shall be obligated to bear the procedure for returning and transporting the goods back to BÖLLHOFF Kft.

## **9. Confidentiality and data protection**

The Parties undertake the mutual obligation to handle in strict confidence, as business secrets, all information that comes to the knowledge of the person proceeding on their behalf or as contracted by them during the course of fulfilling their contractual commitments and thereafter, and to refrain from disclosing such information, making such available to third parties, and utilizing such in any other manner without the prior written approval of the other party. If you do business with us, we will process your data. Our privacy policy contains the applicable information required by law. Our privacy policy, which we provide to you when we ask for your personal information, is available anytime online: <https://www.boellhoff.com/at-de/datenschutz> .

## **10. Judicial competence and applicable law**

Hungarian legislation shall apply exclusively, with the exclusion of the rules of conflict, the rules of referral, and the United Nations Convention on Contracts for the International Sale of Goods (BGBl I Nr 96/1988).

The Parties consent to the competence of the Székesfehérvár District Court (or the Fejér County Regional Court) in order to settle any disputes arising from or in connection with the contract, or the breach, termination, validity, or interpretation thereof. Hungarian law shall govern all legal relationships between BÖLLHOFF Kft. and the customer.

## **11. General provisions**

The customer shall promptly notify BÖLLHOFF Kft. of all changes to its home address, registered seat, the legal form of its company, and any responsibilities (e.g. transformations). BÖLLHOFF Kft. shall be entitled to transfer its rights and obligations stemming from the present Agreement to third parties and to utilize the services of subcontractors to provide services even without the customer's consent. BÖLLHOFF Kft. reserves the rights pertaining to intellectual property and/or the rights it is due under copyright laws in respect of the offers, plans, and other documents it prepares. The customer may make these documents available to third parties only if receiving BÖLLHOFF Kft.'s prior written consent.

The parties undertake the obligation to handle confidentially, to refrain from making accessible, and to refrain from bringing to the knowledge of third persons the offers, orders, the General Terms and Conditions, and the existence of the contract or agreement, as well as all confidential business information that comes to their knowledge during the course of the fulfilment of the GTC and the written agreement or contract. All facts, information, solutions, or data that are in connection with the parties' business activities qualify as a business secret that, if made public or acquired or applied by unauthorized persons, would infringe upon or endanger either party's rightful financial, economic, or market interests. The legally binding notices provided under the GTC or the written agreement or contract shall be drawn up in writing and delivered to the parties' contact points specified in the written agreement or contract, to the care of the person(s) specified therein, either directly as proven with a certificate of receipt or via registered mail with return receipt.

In light of the above, the customer expressly declares that it has read the General Terms and Conditions, understood the information pointed out herein, and acknowledges the provisions of the General Terms and Conditions to be governing as regards the legal relationship established with BÖLLHOFF Kft.