

General Conditions of Sale and Delivery (GCSD)

General Conditions of Sale and Delivery

We kindly ask you to carefully read the general conditions of sale and delivery of IMEX Filtrertechnika Kft. below before ordering its produced and distributed goods because terms and conditions set forth herein are applicable for every salesmanship and contract as well as for deliveries and additional deliveries in regard*. Buyer's procurement conditions are applicable when they have been specially accepted or negotiated prior to order, in every other case placing an order verifies the acceptance of present conditions.

1. General Conditions

Present general conditions of sale and delivery (the "GCSD") are applicable for the delivery of every product and service (the "product") that are delivered for any Buyer (the "Buyer") by IMEX Filtrertechnika Kft or any of its affiliated companies (hereafter all of them: the "Supplier").

Company name:	IMEX Filtrertechnika Korlátolt Felelősségű Társaság
Seat:	9400 Sopron, Aranyhegyi Ipari Park, Tárczy-Hornoch A. utca 8. szám
Court register number:	08-09-002018
VAT number:	10568785-2-08
Registry court:	Győr-Moson-Sopron Megyei Cégbíróság
E-mail address:	info@imex.filtrertechnika.hu
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GCSD applies generally for those parts of unique sales and delivery contracts that do not vary from the regulations of GCSD.

By sending the order for Supplier, Buyer verifies that present General Conditions are acknowledged, accepted and considered obligatory for Buyer.

Supplying of data happens on a voluntary basis, Supplier uses them only to the extent necessary for salesmanship and service, according to data management rules.

In absence of a different, written agreement of Buyer and Supplier, other conditions do not oblige neither the buyer nor the Supplier besides present conditions. Conditions recorded in earlier agreements and differing from or complementing present conditions oblige the Supplier only, when Buyer and Supplier agreed in written form.

2. Prices, Quotations

Prices of products are to be meant without value added tax and/or other taxes and customs. Supplier reserves the right to change the prices of undelivered goods in case the exchange rates and raw material costs change, suppliers' prices rise, salaries, common charges change or other similar conditions that Supplier cannot or can only influence limitedly.

Supplier considers mandatory only the written quotations or contract prices, within their period of validity. Quotations released by Supplier without period of validity have a general 30 days period of validity. Supplier reserves the right to unilaterally change the prices recorded in quotation or in contract if the previously recorded quotation price, because of changes of market circumstances (especially the change of exchange rate and raw material cost), becomes especially disadvantageous for Supplier in the given transaction.

Buyer acknowledges that Supplier's quotations and prices may change.

3. Order

Supplier accepts written orders **either by post**, fax or email.

Supplier reserves **all existing rights** to refuse the order or to revise payment conditions if any doubt is cast on the Buyer's payment readiness. In this case the Supplier do not consider **to be in a valid form prior to the** earlier agreement (e.g. **contract of carriage** quotation, payment agreement).

Supplier confirms the orders in **a written form**. Confirmation can be sent in mail, fax, computer fax, email (as attached file). Supplier do not check the arrival or acknowledgement of confirmation.

Delivery time in the order confirmation may change due to suppliers' compliance. Supplier does it's best to fulfill orders until the confirmed deadline but does not hold indemnity or other material charge for it. Supplier reserves the right to pre-deadline or partial performance.

Supplier considers an order and quotation coherent if Buyer, when placing the order, refers to the quotation's registry number. If quoting happens personally or on phone, or Buyer do not need the written quotation form, Buyer accepts what have been verbally said. Damages cannot be claimed retrospectively.

The desired way of shipping and its price is recorded in Supplier's confirmation of order. In every case, Buyer is charged by the shipping cost as default.

4. Changing the product

Supplier reserves the right to change the product without notice if changing it does not affect the specifications, the shape, design, applicability and operability of the product

5. Fulfilling of order, shipping, transfer of goods

* except in case in difference of individual written contract made by our representative authorized for procuration.

Supplier do its best to fulfill orders according to schedule. Therefore, Supplier reserves the right to ship and invoice a multi-item order in separate parts. An exception to this clause are those products that are operable only with an other product (e.g. a device and **that products** accessory).

Buyer recognizes that products are shipped according to DAP parity. The standard version of Incoterms for interpreting DAP parity is the one that is valid during the order or acceptance of quotation.

In all cases, Supplier has the right to choose shipping method. Without special agreement, Buyer cannot obligate Supplier's trustee for itemized delivery. If there is not itemized receipt, Buyer has to certify only the reception of box- or parcel numbers stated on the shipping document (Delivery note). Checking the parcels' integrity is the Buyer's duty. In case the parcel is not intact, or on suspicion of damage, the parcel must be opened in the presence of the Supplier's trustee and its state must be registered or, if this is not possible, reception must be denied. In both cases Supplier must be informed immediately (within 24 hours).

In posterior itemized receipt, Supplier undertakes the correction free of charge in case of wrong product or difference of quantity. In dubious case, Buyer undertakes cooperation and does not hinder the investigation of reasons of difference, as well as to send back the claimed product or to keep it in its state of reception. In posterior reception, Supplier assumes good faith on the Buyer's part.

Buyer recognizes that shipping of the ordered product(s) can be affected by the circumstance beyond Supplier's control whether given product did arrive from external depot to Supplier's delivery site. If it comes to Supplier's notice that supply will not arrive to delivery site and delivery cannot be fulfilled according to schedule, Supplier is bound to inform Buyer in reasonable time. Buyer recognizes that in case Supplier informs Buyer about the delay in reasonable time, Buyer is not eligible to enforce late performance penalty for delayed shipping.

If Buyer is responsible for the conditions that delay shipping of product(s), Buyer is held responsible for damages from the time on the products are stockpiled in delivery site. Supplier is eligible to indicate the delivery site in all cases.

Buyer is obliged to indicate the site of reception and to receipt the product after shipping. By reception of the product, liability for damages also transfers to Buyer.

If the product to be delivered will be damaged during the time Buyer delays reception, Supplier exempts from the obligation of performance. Notwithstanding the above mentioned, Buyer is still obliged to pay the products price for the Supplier completely.

Buyer is obliged to check if the delivered products correspond to the description in the order and on the label.

If Buyer wants to receive the product on the Supplier's depot, then Buyer has to take care about the product's workmanlike reception and determining its methods. In this case Supplier is not responsible for any possible damages during delivery receipt.

6. Product information

Every information- whether it originates from any of the Supplier's or Buyer's client- is on **referential** purpose only, including data for weight, size, capacity and other technical characteristics in catalogues, product descriptions, advertisements, etc. These informations are of binding nature only if and when the quotation and/or confirmation of order explicitly refer to this. Buyer's special requirements are only mandatory for Supplier if and when Supplier confirmed them in written form.

7. Quality compliance, warranty, guarantee

Buyer is liable for immediately checking the products delivered by Supplier and is bound to immediately inform the Supplier about any fault or difference to be found during reception but at the latest in 48 hours after receiving the product.

Supplier aims to inform Buyer about the technical and utility parameters of the product to be bought. Nonetheless, Supplier holds responsibility only for the propriety of data given and recognized by the producer and appearing in the product descriptions and informative materials released in special requests for quotation and in confirmations. Images posted in general, non-individual quotations have informative purposes only.

Supplier, if on the product or in its attached documentation is not otherwise stated, assumes no guarantee or other warranty except as provided in the Hungarian mandatory legislation in force. In case of quality or warranty issues Buyer has to verify the fact and date of purchase by invoice or warranty card (installation report). Supplier undertakes to investigate the claim within doors free of charge, informing the Buyer about its results. Supplier assumes Buyer's cooperation during the investigation of the claim and its efforts for fair agreement, primarily out of court. If no agreement is reached and it comes to involve a third person, organization on either parties initiative, its cost will be covered by that party whose responsibility would be stated by the third person, organization.

In case of accepted quality or warranty issue, Supplier undertakes the replacement or repair of the product, depending on the product's or problem's characteristic. Warranty is valid on Supplier's site. Supplier is not liable for indirect damages caused by faulty product.

If Buyer wants to cancel the order for a product received by Supplier that is not on stock or is special, Supplier is eligible to validate its incurred costs against Buyer and Buyer acknowledges that this cost includes the costs that Supplier was charged by its vendor for cancelling.

In case cancelling the order aims a product on stock and Supplier accepts Buyer's cancellation of order, then Buyer is not charged of other costs.

After reception, Supplier is not bound to take back goods in case of special orders or unique products, except when the product is defective or it does not comply to its specifications. Taking back products appearing in the catalogue is only possible, if the product is defective or does not comply to specifications.

In case of claiming liability for defects, after discovering the defect Buyer must inform Supplier without delay about the defect in a verifiable way.

According to provisions of Civil Code in force, Buyer may demand from Supplier to repair the product's deflection or replace the product if the product is defective. The product is defective if it does not comply to the requirements of quality operative at the time of the product's release by the producer.

* except in case in difference of individual written contract made by our representative authorized for procuracy.

Supplier is not liable for possible damages in goods and in estates occurred because of the product after its delivery, as long as it is in the Buyer's property. Furthermore, Supplier is not liable for damages occurring in the products manufactured by the Buyer or for damages occurring in products whose parts are Buyer's products. If a Supplier's obligation arises to fulfill commitment for a third party because of the damages mentioned in the above paragraph, Buyer is bound to exempt Supplier of any liabilities to occur. Buyer exempts Supplier in every respect of claims that occurs during the use or operation of the products because Buyer repaired, maintained or operated the product badly, Buyer did not train the personnel correctly or Buyer did not observe the measures and other rules, etc. If the third party claims because of damages described in above paragraph against buyer or Supplier, Buyer is obliged to inform about that the other party immediately.

Supplier is not liable to Buyer for any of the following damages that occur in relation to or are connected to the sales contract subject to present conditions:

- 1) profit loss, unrealized business, contract, expected savings, goodwill or income; or
- 2) data loss or data damage; or
- 3) indirect or consequential damages

Liability is not valid even if Supplier was informed beforehand about the possibilities of such damages.

None of the provisions of present conditions (including the limiting and excluding provisions of the previous paragraphs) can be interpreted as either parties' limitation or exclusion of liability of the other party in the relation of such death or personal injury that happened because of the concerned party's negligence, misconduct, deceptive behavior or in relation of other such liability, whose limitation or exclusion is prohibited by measures.

8. Billing and payment conditions

Billing happens, in absence of any other agreement, by delivery notes. Supplier passes the first copy of invoice to Buyer depending on method of transportation- with the goods or posteriorly by mail or in case of special agreement, online.

Paying the bill corresponds with the method indicated on the order confirmation. In case of transfer order, in absence of special agreement, default payment deadline is 8 days and Buyer is obliged to settle the invoice on the bank account indicated by Supplier. If the Buyer and Supplier do not dispose otherwise, then for the first order of Buyer without previous business relationship with Supplier, payment method is cash on delivery or transfer in advance.

In case of Buyer's default in payment, Supplier is eligible to validate late interest, debt contestation and to suspend or to abrogate ongoing orders, transport contracts indicated in the prevailing operative Civil Code.

Buyer acknowledges that in case of non-payment, beyond the above mentioned late interest, is obliged to pay the sum determined in the law that transposes the directive of act against defaults of payment (flat rate collection cost).

To cover expenses of collection of demand, Supplier can validate a sum determined in the legislation in force on the score of flat rate.

If Buyer takes objection to the invoice because of formal incompleteness or lost invoice, Supplier may extend the new payment deadline by additional 8 days, compared to the original deadline.

9. Resale and limitations of use for certain purposes

Buyer may not use and cannot sell the products for purposes that are in any connection with chemical, biological or nuclear weapons or are connected to missiles that are able to carry such weapons. Buyer may not sell the products for persons, companies or organizations of whom Buyer knows or suspects that given persons or organization are related to any kind of act of terrorism or activities related with drugs. Products may fall within the scope of legal requirements and restrictions, this way they can be subjects of marketing restrictions if they are planned to sell in countries or to Buyers that are under import or export restrictions. The restrictions must be observed if the products are planned to resell in such countries or to such Buyers. Buyer can not sell the products if it is possible or there is a suspicion that they might be used for the purposes mentioned in the previous paragraph. Buyer is bound to immediately inform Supplier if Buyer learns that present paragraph's provisions are injured or are suspectedly injured.

10. Vis maior

Neither contractor parties are liable for the non-performance of their contractual obligations if they prove that violation of contract was caused by a condition unforeseen at the time of making the contract, out of the range of control and could not be expected to prevent the condition or to eliminate the damage.

Such reasons can be particularly: fire, natural disaster, war, confiscation, general shortcoming of raw materials, embargo or defaults or delay in subcontractors' shipping, restriction of energy consumption, walkout, wage dispute.

Either party may cancel the transaction if its fulfillment fails due to events listed in present paragraph. This rule applies to all contractor parties, including the liability for damages.

11. Reservation of ownership

Until settling the invoice Supplier may reserve ownership over the delivered product. In case of an extant default of payment, Supplier is eligible to return the products from Buyer. Buyer is bound to ensure that Supplier is able to transfer back the product and to access the product to be transferred back. Buyer is charged by the costs of transferring back the product. Buyer on no condition can pledge the products to third party as warrant. Buyer is bound to recover the claim from third party, thus meet its paying obligation if, violating the Supplier's reservation of ownership, transfers the product's ownership to third party.

* except in case in difference of individual written contract made by our representative authorized for procurement.

12. Final provisions / Eschatocol

In case if one or more provisions of present conditions, or any part of a provision proves to be invalid, unenforceable, unstatutable or unapplicable, they do not concern the remainder provisions' validity, enforceability, legality or applicability.

In questions not regulated by present delivery conditions, operative Hungarian laws, especially provisions of Civil Code are normative.

Present delivery conditions may be changed without notice, but changes do not bear retroactively effects. Continuous publication of current general conditions of sale and delivery is ensured on Supplier's homepage.

Accepting the General Conditions of Sale and Delivery (GCSD) is a precondition of ordering and enlisting of purchase or service. By ordering and enlisting of purchase or service distributed by IMEX Filtertechnika Kft is considered as accepting the GCSD. GCSD are available on the <http://imex.filtertechnika.hu/aszf> page. By the order, contractor party with IMEX Filtertechnika Kft states the GCSD are acknowledged and accepted.

Validity of hereinabove: 01. September, 2015

