1. GENERAL

1.1 The present conditions form an integral part of the Contract between Flexotech Hungary Ltd., hereinafter referred to as the “Manufacturer”, and the contracting partner, hereinafter referred to as the “Customer”, where declared applicable in the order acknowledged. Deviations from these General Conditions shall only be valid if agreed upon in writing both parties.

1.2 Failure or any of the General Conditions of Sales price to be wholly or partly invalid, the parts to the Contract shall be subject, leaving the interpretation of a legal and economic effect which will be as similar as possible to the invalid provision.

2. ORDERS

2.1 Orders submitted by the buyer shall be deemed to be accepted by the Seller unless and until written notice of withdrawal is received from the manufacturer before the due date of the order. Such notice shall be in writing and shall specify the name of the manufacturer, the order number, the date of the order, the number of copies of the order, and the reason for the withdrawal. Orders are not accepted on oral or written order, unless they are written and signed by the manufacturer.

3. PRICES

3.1 Unless otherwise agreed upon, all prices are quoted in EURO. The manufacturer’s plant, shipping, insurance costs, and other transport expenses are invoiced separately when contracted by the manufacturer on the contract holder’s behalf.

4. EXTRA COST

4.1 A bill of exchange or order, the nature of the work or the work in progress, the custom of trade, and any other commercial practice may be agreed in writing or otherwise.

5. FORCE MAJEURE

5.1 Forcible Majeure is any event that is beyond the control of the Contracting parties (such as natural disaster, war, political instability, adverse weather conditions, strikes, etc.) which prevents the manufacturer from fulfilling its obligations under the contract. If any such event occurs, the manufacturer shall be entitled to suspend or terminate the contract or any part thereof, and to cancel any uncompleted or unsettled delivery in the event of your failure to accept delivery of the equipment or failing to pay the price or any instalment of it.

6. LIMITATION OF LIABILITY

6.1 The manufacturer will not be responsible for damages to the customer or a third party arising not directly from the failure of the order or an unauthorized intrusion of a third party by electric or physical means. In addition, the manufacturer will not be responsible for any direct or indirect damages resulting from the failure of the order or any unauthorized intrusion.

7.1 Payment shall be made at the address of the seller. Payment shall not be made without a deductible.

7.2 The dates of payment are to be kept even if transport, erection, start-up, or take-over of the goods is delayed or prevented for reasons beyond the manufacturer’s control. Any delays of payment shall be charged interest from the date due from the date based on the rate prevailing at the customer’s place, between plus 1% lower than the discount rate determined by the Hungarian National Bank.

7.3 If as a result of delay in agreed terms of payment, the customer shall be liable, without any prior notice being given, for the delay in carrying out any of the work which is necessary after delivery. The customer waives hereby any right to offset payments with complaints in rights he could have against the manufacturer.

7.4 In case of delay in agreed terms of payment, the manufacturer shall be liable, without any prior notice being given, for the delay in carrying out any of the work which is necessary after delivery. The manufacturer waives hereby any right to offset payments with complaints in rights he could have against the customer.

8. TECHNICAL DOCUMENTATION

8.1 Technical documents such as plans, drawings, descriptions, specifications, price lists, indications about performance, etc. have only approximate value. Data provided in such documents are only binding insofar as they have been expressly stipulated in such a contract.