

General Terms & Conditions of Sale for e Trading Europe Kft.

These General Terms & Conditions apply to all Business-to-Business transactions conducted by e Trading Europe Kft. (e Trading Europe) for the sale of goods and services to the Customer. Any additional or different terms are only valid if mutually agreed upon in writing.

1. The Sale

1.1. Orders are accepted only after the Customer has been approved and established with e Trading Europe. The Customer is responsible for providing accurate and necessary information for a lawful business relationship and must keep this information up to date. e Trading Europe is not liable for missing or inaccurate information.

1.2. All orders, regardless of deposit payment, are subject to availability. e Trading Europe is not bound by orders if the products cannot be obtained.

1.3. Sales are final, and products may only be returned if defective or erroneous.

1.4. Orders are binding and cannot be canceled without specific agreement with an authorized e Trading Europe representative.

1.5. If the Customer cancels an order, e Trading Europe may charge a fee of 20% of the purchase order.

1.6. Acceptance of products implies agreement with the conditions stated on the invoice or any subsequent documents from e Trading Europe.

1.7. Conflicts between these terms and conditions and those in purchase orders or other customer communication do not waive the terms herein. Changes require agreement by a duly authorized e Trading Europe manager.

2. Prices

2.1. All prices are in EUR unless otherwise stated, exclusive of taxes and freight.

2.2. The Customer pays prices based on e Trading Europe's official price list unless agreed otherwise in writing.

2.3. Prices may change without notice. e Trading Europe may adjust prices until the day of delivery due to unforeseen costs beyond its control.

3. Carriage

3.1. Carriage is provided by a common carrier at the Customer's risk and expense. Carriage charges are added to quoted prices unless otherwise agreed.

3.2. Partial deliveries are subject to carriage charges.

4. Terms of Payment

4.1. The standard payment term is Wire Transfer in Advance unless otherwise agreed upon.

4.2. Late payment is subject to Hungary's National Bank interest rate per month overdue.

4.3. e Trading Europe may factor or sell invoices to a financial services company at its discretion. The Customer is notified, and late payment incurs charges and/or interest per the financial company's practices.

4.4. Balances from credit notes favoring the Customer are not paid out but offset against the next invoice.

4.5. Credit insurance is applied to each Customer, with a credit limit determined by the insurance cover. Customers covered by credit insurance can have their coverage withdrawn or changed at any time.

4.6. If the Customer cannot be credit insured, advance payment, a bank guarantee, or a parent company guarantee is required, with the Customer covering bank guarantee expenses.

5. Title to the Goods

5.1. e Trading Europe retains title to goods until receiving all outstanding payments. The Customer is responsible for insuring goods until payment is settled.

6. Delivery and Risk of Loss

6.1. Delivery times are approximate. Delivery is complete upon transfer to a common carrier, ex works shipping point. Risk of loss passes to the Customer unless e Trading Europe ships at its own risk.

6.2. Shipment means are at e Trading Europe's discretion.

6.3. Part shipments may occur with invoices submitted accordingly.

7. Force Majeure

7.1. e Trading Europe is not liable for losses, damages, or delays arising from circumstances beyond its control.

8. Warranty

8.1. In the absence of alternative arrangements, e Trading Europe provides a warranty on goods in accordance with the manufacturer's warranty against defects arising from faulty materials or workmanship.

Supplier warranties pass to the Customer.

8.2. No warranty applies to goods defective due to misuse, neglect, improper installation, or sold as "used."

8.3. The Customer must inspect goods upon receipt and report claims within three (3) days.

8.4. The warranty entitles a refund based on the market price on the receipt day.

9. Liability

9.1. Except for the exclusive remedy in paragraph 8, e Trading Europe has no liability for claims, losses, or damages caused by product inadequacy, defects, or product use.

9.2. The Customer indemnifies e Trading Europe for liabilities, loss, or damage arising from product use, except for remedies in paragraph 8.

9.3. e Trading Europe reserves the right to credit defective goods under warranty conditions.

9.4. Use of images from the image bank is at the Customer's risk, and e Trading Europe disclaims liability for any copyright claims.

10. Limitations of Liability

10.1. e Trading Europe is not liable for any direct, indirect, or consequential damages arising from the sale or use of delivered goods.

11. Disclosure

11.1. Information supplied by e Trading Europe regarding agreements, orders, pricing, or technical details must be treated confidentially and not revealed to third parties.

12. Jurisdiction and Governing Law

12.1. These General Terms & Conditions are subject to Hungarian law.

12.2. Any dispute shall be settled by arbitration at the Hungarian Institute of Arbitration according to its rules.

Date of Last Update: January 2, 2024

