

DUNAKESZI JÁRMŰJAVÍTÓ KFT.
GENERAL PURCHASING CONDITIONS
(Valid from 1 July 2017)

1. General provisions

The following General Purchasing Conditions described below shall apply to all orders of the Dunakeszi Járőjavító Kft. Any conditions varying from these or supplementing these set by the Supplier will be subject to the written approval of Dunakeszi Járőjavító Kft. The following General Purchasing Conditions shall also apply to all future contracts with the Supplier. Approval and acceptance of the deliveries or services, and/or fulfilment of the payment will not mean acceptance of the Supplier's General Terms and Conditions of Contract.

2. Clarification of the terms

Parties will always assign to the terms appointed in their contractual relationship the following meaning:

Customer: Dunakeszi Járőjavító Kft.

Supplier/Contractor: the legal subject who under this order has to deliver some service or goods. (hereafter Supplier)

Order: Under order we understand these General Purchasing Conditions, the order form and all other documents which the order specifies.

Written form: All texts that are put down in writing on paper, in conventional or in electronic form shall be considered written form. It is a requirement from electronic documents that their content can be authentically reproduced and in case of statements, the person making it can be established without doubt.

3. Form and content requirements of the orders

Orders are only valid in written form! The same applies to subsequent modifications and supplementations, too.

The documents attached to the inquiry or order - including Customer-owned designs, drawings, data, samples, tools, models, printed pieces, manuscripts, lithographs and specifications - shall remain the property of the Customer and may only be used for the purposes specified in the order. These **shall be returned** to the Customer without any special request at the latest on billing, on completion of the project. If lost or damaged, the Supplier/Contractor shall bear the relevant consequences.

Suppliers shall confirm the order within 8 calendar days. If no confirmation is received within this time, no contractual relationship will be established between the parties, except if the Supplier seamlessly performs the order during the time open for making statement.

If both the proposal and the response statement are made in the form of condition of the general terms of contract, the conditions specified will only become part of the contract to the extent they do not conflict with one another.

No conflicting contract conditions may become part of the contract, they will be replaced by provisions of law instead.

If the conflict affects important points of the contract, no contract will be concluded between the parties.



4. Cooperation obligation, delivery date, delay in delivery, transport

The contracting parties shall cooperate with one another in the conclusion and performance of the contract.

Parties will be liable for failing to keep the deadlines determined in the negotiations.

If the party called on to make statement fails to do so within the time open for it, the other party will consider its silence - unless the contrary is proven - as acceptance (e.g. non-compliance minutes).

The accepted delivery deadlines are compulsory for the parties.

The order will be considered fulfilled when the Supplier has delivered it at the agreed date, at the agreed address and in the agreed quantity, packaging and quality.

The service will be considered delivered when the Customer qualifies it as accepted.

Supplier may only perform delivery earlier than the agreed time and date, if it agreed with the Customer on early delivery on conclusion of the contract, or if the Customer made written statement prior to the delivery on acceptance of such early delivery.

Supplier shall, without delay, notify the Customer about the possibility of late delivery in writing also if the delivery deadline has not expired. The notification shall contain the expected time of the delivery and cause of the delay.

Supplier will also fall into delay if it has delivered the ordered consignment on time but failed to submit the documents specified in the order or required by regulation (certificate, use instructions, etc.). The delay will exist until the documents are duly delivered.

In case of delays in delivery, the Customer shall have the right to apply and enforce all legal consequences of late performance.

Customer will be entitled to specify a second deadline or, if it passes without result, claim reimbursement of all damages suffered as a consequence of the delay and demand performance; or claim damages for nonperformance instead of performance; or withdraw from the contract while applying the legal consequences of such withdrawal.

In case of late performance Customer will be entitled to charge penalty for the days of delay.

In the absence of other agreement, the penalty shall be 0.2% for each day started, but no more than 10%. The basis of calculation of the penalty shall be the full value of the late service or the delivery lot.

Customer will be entitled to reject the acceptance of any items not ordered, or visibly defective or not in compliance with the contract. Supplier shall bear the obligation, costs and responsibility of the return.

In the absence of other agreement, the order shall be delivered to the site of the Customer specified in the trade registry and any service shall be delivered at this address too.

In the absence of other agreement, the costs of transport, insurance and packaging shall be born by the Supplier.

Each consignment shall be accompanied by a waybill which shows the main data of the order. It is especially important to indicate the correct number of the order. If the Supplier fails to do so, the resulting delay in processing shall not be charged to the Customer.

5. Bearing the risk of damage

At transport the risk of damage shall be transferred to the Customer on delivery at the place of performance, if delivery is made with the means of transport of the Customer, or by a transport company hired by the Customer. In all other cases the risk of damage will be transferred at the site of the Customer.

6. Packaging

Unless the Parties agree otherwise, Supplier shall use environment-friendly packaging material compliant with the properties of the order to protect the goods.

Special packaging or handling instructions shall be properly shown on the packaging material in order to avoid any accident or damage to the goods on unloading.

In the absence of agreement to the contrary, Customer may return the packaging materials to the Supplier at Supplier's cost, or destroy them at Supplier's cost.

7. Acceptance of the goods

Each consignment shall be accompanied by a list of the contents of the consignment or a waybill, which contains:

- PO order number
- the precise name of the product delivered
- any identification number required to identify the product
- the measurement unit and quantity
- item-by-item list of the attachments
- in case of railway transport, the carriage number

The deliveries and services ordered have to comply with the technical requirements and the effective specifications of law, the technical standards, with special regard to security and protection of the environment.

Customer reserves proprietary and copyright on all drawings, calculations and other documents issued by it.

Without the Customer's written consent they may not be released to third parties. These may be used exclusively for production based on the order. On completion of the order these shall be returned without any special request.

The Customer's findings made in the quantitative acceptance of the delivery (number of items, size and weight) shall be decisive for the performance.

Quantitative acceptance shall take place on the arrival of the consignment - with the exception of packaged mass products. These will be accepted only by package number and in this case Customer will be entitled to make quantitative acceptance in respect of the quantity inside the packages within 8 calendar days.

Customer will complete the qualitative acceptance of the consignment within 8 calendar days of the acceptance of the goods.

If the Customer requests, or law prescribes, Supplier shall enclose the product certificate to the waybill.

Acceptance of deliveries: on working days between 7:00 and 13.30 hours.

In the absence of a waybill and/or invoice Customer will not accept the goods.

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Court of registration: Budapest Környéki Törvényszék Cégbírósága
Trade register number: Cg. 13-09-066438
Tax code: 10814440-2-13

8. Invoicing

The invoice and the performance minutes, or other document verifying performance, shall be sent directly to the **Economic Directorate** of the Customer.

The invoice shall, in each case, show the PO order number, the name of the contact person, and the particulars of the order that make it possible to identify the items. The content and number of copies of the invoice shall comply with the effective accounting regulations.

In the absence of these the invoice may not be paid. If the PO number or in the absence of PO order the contact person is not shown on the invoice, and no waybill or performance verification document is attached to the invoice, the invoice will be returned to the Supplier.

The invoice may only contain those costs/expenses which the Customer previously approved. If attaching the performance verification document is condition of the performance, this document shall also be attached to the invoice.

9. Payment

In the absence of the Parties' agreement to the contrary, the deadline of payment of the gross amount of the invoice is 60 calendar days.

The contract price includes all costs and fees of the contractual performance.

The payment deadline begins when the delivery of the goods or services has been fully completed and the regularly issued invoice has been received by the Customer.

If, at the time of the delivery, the Supplier also has to submit other documents, such as test report, measurement report, product certificate, etc., then the order shall be considered completed on the day these documents reach the Customer.

If the Customer makes charges for costs or retains payment for deficient or faulty performance, the payment deadline will start when such deficiency completely ceases.

Payment will not mean acceptance of the delivery or the service as contractual performance.



Customer will reserve the rights provided by law in case of faulty performance also after the completion of payment.

Customer will be entitled to retain payments until it has satisfied its claim from the Supplier and/or until the claim is legally judged or until an agreement is reached.

10. Warranty, guarantee

In the absence of other regulation or agreement of the Parties, Supplier shall grant Customer warranty for **18** months of contractual delivery and **12** months from putting into operation.

Depending on the Customer's choice Supplier shall either promptly repair any fault or deficiency occurring during the guarantee time at its own cost or fulfil the order anew without fault.

If the Supplier fails to repair the fault or deficiency or make new delivery or perform the service again within the time specified by the Customer, Customer will be entitled to choose from the following options:

- partly or fully withdraw from the contract, or
- request price reduction, or
- make or have a third party make the repair or complete the service at the cost and risk of the Supplier.

Customer shall be entitled to demand from the Supplier indemnification of its damages.

The above shall be guiding also in the case the Supplier declares that it will not be able to repair the fault or make new delivery of the goods or services within a reasonable time.

If the Supplier delivers with delay and the Customer determines that the performance is defective or incomplete, the Customer shall be entitled to promptly make or complete the repair at the cost of the Supplier without any time limit, provided that this is necessary to avoid the Customer's own delay or any other urgent circumstance.

The Customer is entitled to switch from the chosen warranty right to another if the obligated party gives ground for such move or if the switch was otherwise justified.

Customer shall start the review of the delivery or service performed promptly after its acceptance,

but not later than within 8 days thereof, and state any eventual complaint or claim after the review.

In the acceptance of the product it is not necessary to check those properties, the quality of which is certified or which the guarantee covers.

Under such contract, in which the parties owe each other reciprocal services, the obligated party shall bear assurance of warranty.

Supplier warrants that the product delivered to the Customer is free of litigation, encumbrance or claim.

11. Rules on the submitted materials, tools, documentation

The materials, tools and technical documentation submitted to the Supplier shall remain the property of the Customer and Supplier shall store them separately free of charge, and mark and treat them as the property of the Customer. These materials may be used solely for the purpose of the order submitted by the Customer. Supplier shall bear damage liability for any value depreciation, shortage, destruction or loss of the material.

The material shall be processed or converted for the Customer. The material processed or converted on the Customer's order shall be the property of the Customer. Supplier shall keep the ready product with all the care that can be expected of them.

The tools, moulds, other forms, patterns, models, profiles, drawings, standard sheets, forms and templates provided by the Customer and the products manufactured with the help of these may only be released to third parties or used for other contractual purposes with the written permission of the Customer.

Supplier shall ensure that no unauthorized persons access these materials and use them.

If the Supplier breaches these obligations, the Customer may demand the issue of the materials as well as compensation for any resultant damages.

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12. Confidentiality

Supplier shall keep in confidence any and all confidential information and documents received from the Customer or otherwise obtained. Supplier may only release such information to third parties with the written consent of the Customer.

Supplier may only share these confidential information with its employees and agents to the extent required for proper performance of the contract.

The obligation of confidentiality does not apply to information that was already public before release to the contracting partner or which became public after its release but not due to the fault of the contracting partner.

The confidentiality obligation shall survive the execution of the order and will only cease if and when the knowledge embodied by the confidential information, document becomes generally known.

In order to protect its business secrets, Customer may request from the Supplier to sign a statement of confidentiality, which is condition of the contracting.

13. Assignment and transfer of the contract

Supplier may only assign to a third party its contractual claims from the Customer with the written consent of the Customer.

Without the written consent of the Customer, Supplier may not transfer the order to a third party. If it fails to comply with this provision, Customer may withdraw from the contract in part or in full and claim damages.

14. Legal disputes

Parties shall try to settle any disputes arising from their legal relationship amicably, through personal conciliation; if such conciliation fails, the parties agree to subject to the decision of the court having jurisdiction over the headquarters of the Customer.

15. Applicable law and regulations

Unless expressly agreed otherwise in writing by the Parties, the Hungarian substantive and procedural rules shall apply in the legal relationship of the Parties.

In carrying out its obligations the Supplier shall keep the Customer's local standards, regulations and environmental rules, including the Customer's environmental regulations and safety requirements.