

# **MMG Autó- és Domotechnikai Kft.**

## **General Conditions of Contract**

### **1. Application of the General Conditions of Contract (henceforth: GCC)**

**1.1.** The deliveries of MMG Autó- és Domotechnikai Kft. (henceforth: MMG) shall be executed exclusively based on this GCC, unless otherwise agreed in writing between MMG and its contracting partner (henceforth: Customer).

**1.2.** Agreements concluded based on the GCC can be modified exclusively in writing, upon the mutual agreement of MMG and Customer. Unless otherwise agreed in writing between MMG and Customer, the stipulations of the present GCC shall apply also in cases when Customer has his own general conditions of contract.

### **2. Creation of the delivery contract**

**2.1** Data provided in the brochures and on the website of MMG are purely informational, the products' quality shall be bindingly stipulated by the relevant product-code and on the corresponding outline-drawing.

**2.2** Customer can order products and services in writing: by mail, telefax or e-mail, orally or by telephone. In case Customer does not enclose the MMG outline-drawing as product-identification for the order, then the latest version of the outline-drawing in the MMG files shall be binding for fulfilling the order.

**2.3** The contract related to the product ordered by Customer shall be created when MMG sends the Order Confirmation to the Customer. Over- and under-shipments up to an extent of 10 % are allowed.

**2.4** MMG is entitled to one-sidedly terminate the contract in case there are facts indicating that the credibility or financial standing of Customer is unstable or uncertain, especially in case a bankruptcy- or liquidation-process has been initiated against him.

**2.5** In case Customer terminated the contract before taking delivery of the goods, he is obliged to cover the resulting costs of MMG, especially those costs related to raw-materials and performed works, as well as all other, duly documented costs of MMG related to the given job.

### **3. Delivery-deadline**

**3.1** MMG shall fulfil the order at the location and on the date set forth in the order confirmation. MMG reserves the right for partial shipments in respect of each and every contract. In case of partial shipments Customer is obliged to pay the price in proportion of the goods that have been put at customer's disposal.

**3.2** MMG shall do everything rightfully expected in order to ensure the timely fulfilment of delivery-times. In case MMG is late with delivery for more than 4 (four) weeks compared to the deadline stipulated in the Order Confirmation, then Customer is entitled to one-sidedly terminate the contract without any consequence.

**3.3** In case MMG is unable to perform timely delivery due to vis mayor circumstances or other circumstances beyond his control, e.g. natural disasters, actions of war, government-measures, transportation-disruption, fall-out of sub-suppliers, etc., then his contractual obligation shall be suspended until the time when the obstacle is cleared.

### **4. Place of fulfilment, claims on quality and quantity**

**4.1.** Place of fulfilment is always (unless otherwise stipulated in the Order Confirmation) the warehouse of MMG.

4.2. The temperature-controllers and –limiters manufactured by MMG carry a warranty-period of 24 months. Products sold in retail-trade (e.g. room-thermostats) carry a warranty as indicated on the Warranty Card in the packaging.

No warranty is provided in case:

- any kind of modification/change is made on the product
- the product is installed unprofessionally, or not by a professional
- the product is damaged, including damage to the calibrating- and fixture-paint.

4.5. Customer is obliged to indicate to MMG any delivery-related quantity-claims within 3 days from taking receipt, enclosing the document evidencing that the packaging was undamaged. Quantity-claims received after this deadline shall not be accepted by MMG. After taking receipt of the goods, Customer can only place claims within the warranty-period related to defects that are not visibly evident (hidden defects). In case of hidden defects MMG shall examine the quality-claim and inform Customer of the outcome of the examination. In case of defects traceable visually and measurable by usual measuring-means (calliper, micrometer, etc.) MMG shall accept claims within 14 days of order-fulfilment. Measurable and visually traceable defects are, first of all: outside dimensions of the product, size of capillary and sensing-element, length of shaft, protrusion of shaft, angle-degree of shaft-rotation, etc.

## **5. Prices and payment-terms**

5.1. The prices in the price-lists and other publications are for information only, and only those prices indicated in the Order Confirmation are binding.

5.2. The counter-value of the received goods or services is due for payment on the date indicated on the relevant invoice. The invoice shall be settled according to the payment-terms indicated therein. In case Customer has a claim regarding a certain part of the invoice, this does not entitle him to withhold payment for parts of the invoice not affected by the claim. Unless otherwise agreed by the Parties, MMG is entitled to issue an invoice at the time of delivery of the goods or services. In case Customer settles the payment by bank-transfer, the Parties consider payment to be fulfilled when the amount has been credited to MMG's account.

5.3. In case the ordered goods have been produced by MMG according to the confirmed delivery-time but not taken receipt of by Customer, MMG is entitled to issue an invoice in respect of these goods and send it to Customer, who is obliged to pay the invoice until the deadline stipulated therein even in spite of the goods not having been taken receipt of.

5.4. Partial payment of the counter-value is only allowed upon the specific written consent of MMG.

5.5. In case of late payment MMG is entitled to account a late-payment interest equal to twice the base rate of the Hungarian National Bank.

5.6. MMG is entitled to reserve ownership of the delivered goods until the time the invoice is paid, irrespective of the fact that it was previously given into the property of Customer.

Accordingly, MMG will be the proportional co-owner of the new product that is created by the further processing. Customer shall assign to MMG the proportion of its open claims related to the re-sale of the respective goods. Upon the request of MMG, Customer shall inform the respective debtors about the fact of the assigning.

Customer shall duly insure the goods that are subject to reserved ownership. .

5.7. In case the payment-terms are not kept, MMG has the right to cancel the eventual payment-allowances granted to Customer, and make all the claims towards Customer become due. MMG is also entitled to one-sidedly terminate the contract and validate towards Customer all its claims related to the resulting damages.

## **6. Liability**

6.1. Unless agreed otherwise, MMG is not liable for damages that are not directly related to its delivery.

6.2. The data and specifications in the brochures, website or other written information of MMG are purely informative and they constitute no official offer. The liability of MMG is limited mainly to the repairs of the product or services. The liability of MMG is limited to the value of the product, in case the related invoice has already been settled. MMG shall be liable for a higher value only if the Parties come to a written agreement.

6.3 In case MMG provides a technical training to Customer concerning the application of the product, this is done with the expressed declaration that any liability whatsoever is excluded. Such training shall specifically not release Customer from his duty of controlling the suitability of the purchased product.

6.4 MMG reserves all rights stemming from the designs, drawings, tools, profiles, etc. created by him (intellectual property rights). The further transfer, in any form, or duplication of such designs drawings, tools, profiles, etc. are prohibited.

## **7. Final provisions**

7.1. MMG shall make public these General Conditions of Contract at the following locations: on the official website of MMG Autó- és Domotechnikai Kft: [www.mmgszek.hu](http://www.mmgszek.hu), at the all-time seat of the company, currently: Palánki út 4, 7100 Szekszárd, Hungary.

7.2. MMG shall also make public the eventual modifications of the GCC at the locations mentioned in Para. 7.1. The modified conditions shall be applied for contracts concluded after the publishing of the modified conditions on the official website of MMG.

7.3. By placing an order for any products or services of MMG, Customer acknowledges and accepts the conditions of this GCC. The reference to the GCC is also included on all invoices and on the order confirmations.

7.4. Any rights of Customer stemming from the contract may be transferred only upon the consent of MMG.

7.5. In case any legal disputes arise between MMG and Customer based on performance related to the GCC, The Parties accept the exclusive jurisdiction of (depending on scope of authority) the Tolna County Court or the Szekszárd Municipal Court.

7.6. For questions not regulated in this GCC, the laws of Hungary shall apply.

7.7. If any sections or provisions of the GCC are invalid, these will not affect the validity of the complete GCC.

7.8. This GCC comes into force on 1. February, 2014. and shall be applied for contracts concluded after this date.

MMG Autó- és Domotechnikai kft