

## Terms and Conditions

### I. General conditions

#### **1. Basis**

The following Terms and Conditions apply exclusively to all deliveries and services. The orderer agrees to the Terms and Conditions by taking possession of the delivered goods.

#### **2. Contracting party**

The customer's contracting party is Glaub Automation Kft., which is domiciled in Vendel út 11 in 1096 Budapest, Hungary.

#### **3. Deviating terms and conditions of the customer.**

Exclusively the Terms and Conditions of Glaub Automation Kft. shall apply to the contract between the customer and Glaub Automation Kft.

Where terms and conditions of the customer deviate partly or completely from these Terms and Conditions, they shall not apply to the contract, even if they have not been explicitly rejected.

The customer's terms and conditions shall only apply where Glaub Automation Kft has explicitly agreed to them in writing.

#### **4. Scope of services**

The scope of services and the amount of remuneration due are as set out in the written offers.

The specified dimensions and weights shall be considered unbinding and approximate. Work shall begin and end in each case at the business premises of Glaub Automation Kft

### II. Data privacy

The customer consents to the electronic processing and storage of its data by Glaub Automation Kft within the framework of the contractual relationship. Glaub Automation Kft undertakes to refrain from disclosing the data to unauthorised third parties.

Moreover, we are hereby satisfying our notification requirements set out in Art. 13/14 GDPR and are informing you that personal data relating to you is processed. For further details, refer to our Privacy Statement Q8.2.1.-V1

### III. Order fulfilment

#### **1. Offers**

Glaub Automation Kft remains bound to written offers for a period of six weeks from the date of issue.

#### **2. Changes**

Glaub Automation Kft reserves the right to alter the prices where the bases on which the prices were calculated change before the date of delivery.

#### **3. Delivery period**

Information on delivery times is subject to change. The delivery times may be extended due to incidents of force majeure such as strikes, lock-outs, interruptions of operations, delays by an upstream supplier or other unforeseeable circumstances. Where Glaub Automation Kft is culpably delayed in the performance of its obligations, the customer shall be granted

the right, after extending a reasonable goodwill period for the fulfilment of obligations, to withdraw from the unfulfilled part of the contract. Withdrawal will not affect the parts of the contract that have already been fulfilled, except where they are useless for the customer.

Other rights, in particular claims to indemnification, shall be excluded in cases of slight negligence. This disclaimer of liability shall not apply to damages based on injuries to life, limb or health.

#### **4. Assembly**

The customer must ensure that the assembly and installation of equipment and systems can proceed unimpeded at the designated site.

#### **5. Merchandise**

Merchandise ordered specifically from a supplier for the customer cannot be returned to Glaub Automation Kft. Inventory goods can be replaced within seven days from the date of purchase.

### IV. Liability for material defects

#### **1. Complaints**

The customer must report transport damage to Glaub Automation Kft immediately after receipt of the delivery. The customer must send Glaub Automation Kft written notification of technical defects in devices, systems or installations directly after their occurrence.

#### **2. Claims to rectification**

In regard to software, the customer is entitled to exercise claims toward Glaub Automation Kft for the rectification of defects within 3 months from delivery of the products; this period shall be 24 months from the commissioning of systems and devices etc. The subsequent performance provided by Glaub Automation Kft shall be restricted to rectification of the defect or delivery of a faultless replacement.

#### **3. Conditions**

Warranty claims are conditional on the existence of the defect at the time of delivery or commissioning. Wear or excessive use must be separated from defects that existed at the time of handover.

### V. Terms of payment

The prices quoted by Glaub Automation Kft apply ex works and do not include the current rate of value added tax or any transport costs.

Invoices are payable in full within ten days, except where other written arrangements are agreed with the customer. The customer is in default at the end of this period. From the date of default, Glaub Automation Kft reserves the right to charge arrearage interest in an amount that is customary for the banking industry. Early payment discounts must be agreed in writing.

The delivered goods remain the exclusive property of Glaub Automation Kft. until all receivables have been settled. Where the reservation of title is cancelled – especially through sale of the goods to third parties, blending or processing – the new item, i.e. the receivable based on the sale,

shall replace the original reservation of title (extended reservation of title).

Where the customer is a consumer, the customer shall be required to keep invoices from the firm Glaub Automation Kft and documented evidence of payment for a period of 2 years pursuant to Section 14b (1)(5) Value Added Tax Act (UStG). This period is extended to at least 10 years if the customer is a registered business.

The retention period begins at the end of the calendar year in which the invoice was issued.

### VI. Final provisions

#### **1. Applicable law, place of fulfilment and legal venue**

The contractual relationship between the customer and Glaub Automation Kft is governed by German law. The place of fulfilment for this contract is Salzgitter. Where the customer is a registered business or does not have a legal venue in the Federal Republic of Germany, the agreed legal venue for pecuniary disputes arising from this contract shall be Salzgitter.

#### **2. Individual arrangements and contractual amendment**

Individual arrangements, contractual amendments and additions shall only be valid if formulated in writing or transmitted by facsimile message.

#### **3. Invalid provisions of the contract**

The partial or complete invalidity of a contractual provision does not affect the validity of the contract as a whole. The invalid provision shall be replaced with a lawful provision that most closely resembles the original purpose. The same shall apply to omissions.

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