

# **General Terms and Conditions of Delivery and Payment for products and services distributed by Industry-Services Kft.**

## **1. General conditions**

Industry-Services Ltd. (hereinafter referred to as: Industry-Services), including the assignment of the right to use certain software, are provided exclusively in accordance with these General Terms of Delivery and Payment. Industry-Services expressly excludes the application of any general terms and conditions of the customer. The terms and conditions not specified below or different from them are included in the respective offer and the statement accepting the order. Software supplied and developed individually by Industry-Services is subject to specific terms of use. By placing an order and receiving the goods delivered by Industry-Services, the Customer accepts the terms and conditions of Industry-Services.

## **2. Offer and delivery**

### **2.1. General rules for the contracting process**

The quotation provided by Industry-Services, if it does not contain a fixed-term offer validity, does not create an obligation to submit offer validity, and should be interpreted solely as a call for proposal. Industry-Services only makes a contractual declaration of acceptance of the order in writing, with the scope of delivery indicated therein. Failing this, any communication by Industry-Services shall be considered as information only and shall not result in any legal obligation for Industry-Services. The same applies in the event that the Customer requests Industry-Services to submit a tender.

The order dispatched by the Customer shall be binding on the Customer and shall be deemed to be accepted upon communication of Industry-Services' acceptance of the order. The Customer may not withdraw from the contract after acceptance of the order. In the case of catalogue products, acceptance of the order is deemed to have been dispatched on time if it is made at the latest at the same time as the invoice is issued and the goods are delivered.

For fixed-term offers, Industry-Services is bound by the offer validity within the time limit for acceptance. Any verbal agreement and changes additional to the order and its acceptance by Industry-Services will only become contractual content if confirmed in writing.

Industry-Services reserves the right to make design changes and to change technical and performance data, insofar as these are in the interest of technical progress. Industry-Services will publish any such changes and discontinuation of products in its catalogue or on its website within an appropriate time limit ([www.first-robotics.com](http://www.first-robotics.com)).

The attachments to the call for proposal or the order - drawings, specifications, materials, samples, tools, models and the like, which are provided to Industry-Services - remain the property of the Customer. These are the basis on which Industry-Services develops or accepts the order. Any subsequent changes to the initial call for proposal or to the offer of Industry-Services will only become contractual content if they are recorded in writing in the Customer's order.

The drawings, specifications, materials, samples, tools, models and the like provided by Industry-Services are the intellectual property of a trade secret of Industry-Services and all rights are reserved exclusively to Industry-Services.

The Customer undertakes to use the offer documents (or parts thereof) received from Industry-Services exclusively in his business relationship with Industry-Services, and in particular not to use them in other requests for quotations, contracts and will not make it available to third parties.

In the event of any other use or unauthorized use of the information received from Industry-Services- or of any other use of the information concerning Industry-Services, Industry-Services will assert the civil law, personal rights, competition law and related claims for damages laid down in the applicable legislation against all unauthorized users.

Obvious mistakes, printing, calculation, typing and counting errors do not create any obligation for Industry-Services and the Customer cannot base any claims for damages or any other claims on them.

The Customer can download the product documentation (e.g. manuals) available in electronic form free of charge from the Industry-Services website ([www.first-robotics.com](http://www.first-robotics.com)). Industry-Services will provide the printed version of these documents to the Customer only against payment of an additional fee.

In the event of an obvious error, clerical error or calculation error in the confirmation of an order, Industry-Services shall not be bound by it.

## **2.2. Creation of a contract when using the Industry-Services Online Shop:**

Only users with an Industry-Services approved registration are entitled to use the Industry-Services Online Shop. The Online Shop is open only to businesses, i.e. persons acting in the course of their profession, self-employment or business. Industry-Services does not grant the Customers the right of withdrawal without justification for orders placed in the Online Shop, as they are not entitled to the right of withdrawal as a company under the provisions of the Act 45/2014. (II. 26.) Right of withdrawal under § 20 of the Government Decree.

The display of goods and services in the Online Shop does not constitute a contract offer on the part of Industry-Services, it is to be interpreted solely as a call for proposal. The Customer may check and correct any errors in the electronic recording of the data before sending the order by reviewing the order summary sheet. By placing an order in the Online Shop, the Customer makes a purchase offer for the selected items.

The information displayed on the Online Shop interface after the order is placed provides information about the order confirmation, the conditions and deadlines stated there are not yet binding on Industry-Services, they are only for information purposes. Industry-Services will send an automatic electronic confirmation of receipt of the order to the Customer, which will not be considered as acceptance of the order. Acceptance of the order by Industry-Services and the conclusion of the contract are deemed to be the communication of an electronic order acceptance declaration or the dispatch of the goods. The resulting contract is an electronic contract under the e-commerce law, which is not technically a written contract, but is a valid and enforceable contract. Industry-Services records the order (contract) in its system, and the status of the order can be continuously monitored by the Customer when entering the Online Shop under the "order history" menu item. The contract between Industry-Services and the Customer is in Hungarian.

When software licences are sold through App World, the contract is concluded when the software is made available to the user.

### **3. Prices and payment terms**

#### **3.1. Payment of the purchase price**

Prices are delivered to the Hungarian destination and do not include VAT. Industry-Services reserves the right to charge for postage and packaging below a certain order value.

If the basis for the price calculation changes, Industry-Services reserves the right to change the price. The price change does not apply to contracts already concluded.

The terms of payment are set out in these GTC and in the offer, order acceptance declaration or invoice of Industry-Services. In the event of late payment, Industry-Services reserves the right to charge default interest and flat-rate recovery costs in accordance with the legislation in force.

The withholding of any payment or the set-off of any counterclaim by the Customer is only possible in the case of a counterclaim by the Customer that has been recognised by Industry-Services or has been finally adjudicated by a court, subject to prior agreement and written consent of Industry-Services.

#### **3.2. Credit assessment, commercial credit line**

Industry-Services reserves the right to verify the creditworthiness of the Customer and to provide the Customer with a commercial credit line. In the event that the amount of the Customer's open accounts and orders exceeds the Customer's commercial credit limit, or Industry-Services is in possession of information indicating an excessive risk to the Customer's creditworthiness, Industry-Services may limit the delivery of goods and withdraw the possibility of subsequent payment by transfer.

### **4. Delivery deadline**

The delivery date stated in the order acceptance declaration is binding for Industry-Services if all technical and commercial conditions have been clarified by the Parties at that time, so that Industry-Services is able to fulfil the contract on the basis of the agreed contractual content. The Customer is obliged to take all necessary steps to ensure that the delivery is made on time.

The delivery deadline will be deemed to have been met if, by the last day of the delivery deadline, the object of the order has arrived to the Customer or delivery has been attempted but failed for reasons beyond the control of Industry-Services. Unless otherwise agreed in writing, the Parties shall use the INCOTERMS CPT 'Delivery Cost Paid to the Customer's premises' parity.

Industry-Services is entitled to partial performance, i.e. partial delivery and partial invoicing based on it, as well as delivery before the deadline.

The delivery time indicated in any communication material, catalogue or website of Industry-Services is approximate and indicative and not binding for Industry-Services.

The delivery time will be extended if there are obstacles that can be attributed to force majeure, including strikes and any natural force that prevents delivery. This provision shall also apply in cases where unforeseen obstacles and circumstances arise at the suppliers or subcontractors of Industry-Services.

If the delivery is postponed at the request of the Customer, Industry-Services reserves the right to withdraw from the contract and invoice the storage costs incurred and deliver to the Customer within the extended deadline.

## **5. Transfer of risk and performance**

The costs of transporting the goods, except for certain low-value orders, to the destination of the goods are borne by Industry-Services. The risk is borne by the Customer from the place of dispatch, i.e. from Industry-Services' warehouse in Budapest, for both full and partial deliveries. The Customer bears the risk even if Industry-Services has also undertaken the on-site delivery and commissioning. In the case of carriage of goods, the time of performance of Industry-Services is the same as the time of transfer of risk, i.e. the time of delivery of the goods to the first carrier. If, despite the indication of Industry-Services' the readiness to deliver is delayed due to circumstances for which the Customer is responsible, the risk is transferred to the Customer on the date of the indication of readiness to deliver.

At the request and expense of the Customer, Industry-Services may take out insurance for the consignment against theft, breakage, transport, fire and water damage and other insurable risks. The Customer's request to this effect must be recorded in writing when placing the order.

## **6. Reservation of title**

The delivered goods remain the property of Industry-Services until the Customer has paid the purchase price and all other legally owed payment obligations to Industry-Services in full.

If the Customer defaults on his/her partial payment obligation to Industry-Services, the entire outstanding debt will become due immediately. In such a case, Industry-Services reserves the rights to demand the release of the goods and to deliver them from the Customer at the Customer's expense and risk.

Unless otherwise agreed, the intellectual property rights in the products sold by Industry-Services belong to Industry-Services and the Customer acquires a non-exclusive licence to them, to the extent appropriate for the purpose of use.

## **7. Software usage**

Unless otherwise agreed, the Customer shall be entitled, for a fee, to a non-exclusive, non-transferable and right of use not limited in time for the Industry-Services software (app) products and their user documentation. The app and the user documentation are protected by copyright and industrial property rights, which remain the sole owner of Industry-Services. The Customer is not entitled to modify the Industry-Services software products, while he may only make a copy for backup purposes, without removing any protection elements from the app, such as copyright data. Industry-Services makes the apps and user documentation available to the Customer online in object code format.

The above provisions apply only to software (apps) sold commercially by Industry-Services. Customer-specific software developed on the basis of the Customer's specific requirements and other intellectual property of Industry-Services are governed by a separate written contract between the Parties.

## **8. Warranty**

### **8.1 Duration of warranty**

Industry-Services guarantees its products for a period of 12 months from the date of delivery.

### **8.2. Implied warranty**

All products delivered will be repaired or replaced free of charge, at Industry-Services' option, if the cause of the defect occurred before the date of transfer of risk. This warranty does not cover normal wear and tear of wearing parts and maintenance materials.

The defect must be reported to Industry-Services in writing immediately, but no later than 8 days after receipt of the product or when the defect becomes noticeable.

If the objection is justified, Industry-Services will bear the reasonable costs of the replacement part, the direct transport and the installation, provided that this is not impossible or does not cause disproportionate additional costs for Industry-Services. The Customer must provide the time and opportunity necessary for the repair or the delivery of the replacement, otherwise Industry-Services will be exempted from the consequences thereof. The Customer is only entitled to have the defect repaired or repaired by a third party only in urgent cases that endanger operational safety and require major repairs, but in this case the prior consent of Industry-Services is required in order for the Customer to subsequently pay the costs to Industry-Services'. This shall also apply if Industry-Services has been delayed in remedying the fault. If the Customer or a third party repairs the defect in an unprofessional manner, Industry-Services shall not be liable for the consequences thereof.

### **8.3. Legal guarantee**

If the use of the delivered goods/services/software leads to an infringement of industrial property rights or copyright in the country, Industry-Services will, at its own expense, grant the Customer the right to continue using the delivered goods/services/software or modify the delivered goods/services/software for the Customer in such a way that the infringement does not exist. If Industry-Services is not able to fulfil this warranty obligation within the appropriate grace period granted by the Customer, the Customer is entitled to withdraw from the contract.

If it is not possible to avoid the infringement under economically reasonable conditions or within a reasonable period of time, either Party shall be entitled to withdraw from the contract.

In addition, Industry-Services will indemnify the Customer against the claims of the rightful claimants concerned which are not contested or finally determined by Industry-Services.

The aforementioned obligations of Industry-Services, taking into account the provisions of Clause 10 of these general terms and conditions, apply in the event of infringement of industrial property rights or copyright. These obligations only apply if:

- the Buyer will immediately notify Industry-Services of any industrial property rights or copyright claims asserted against him and
- the Buyer will provide Industry-Services with adequate support to counter validated claims, and
- the Buyer allows Industry-Services to make the modifications, and
- Industry-Services retains the right to all defensive measures, including out-of-court settlement, and
- the infringement is not based on a provision of the Buyer; and
- the infringement was not caused by the fact that the Buyer has arbitrarily altered the delivered goods or used them in a way not in conformity with the contract.

## **9. Impossibility, delay**

The contract will be terminated if Industry-Services has not yet received full performance of the risk is impossible before it is passed on.

The Buyer shall have the right of withdrawal if the delivery of a part of an order for similar goods becomes impossible and the Buyer has a reasonable interest in refusing partial delivery. If the latter condition is not met, the Customer is entitled to a proportionate reduction of the remuneration.

If, according to point 4, the delay in performance arises in the interest of Industry-Services and the Customer has granted an appropriate grace period, which Industry-Services has failed to observe, the Customer has the right to withdraw within the framework of the legal provisions. In the event of a delay in acceptance by the Buyer, the Buyer's obligation to pay the consideration remains unaffected.

## **10. Responsibility**

Industry-Services is only liable for damages in the event of defective performance or other breach of contract, and is only liable for collateral liability if they are caused by the intentional or grossly negligent conduct of Industry-Services, its representatives or employees. Industry-Services' liability for damages and warranty is limited to the amount of the consideration paid within the framework of the given order and only covers damages and warranty claims arising from the subject of the service.

The liability of Industry-Services is expressly excluded for indirect and consequential damages, loss of production, loss of profit and liability for certain personal injury claims. This limitation of liability does not apply in the case of intentional damage or damage to human life, limb or health. In the event of such damage, any claim for damages by the Buyer shall be limited to the extent of the reasonably foreseeable damage and the value of the order. The above limitation of liability applies to any claim for damages against Industry-Services, regardless of its legal basis.

Industry-Services does not assume any warranty and its liability is excluded in the following cases:

- inappropriate or improper use or storage,
- Faulty installation by the Buyer or a third party,
- incorrect installation and other modifications,
- natural wear and tear,
- incorrect or incomplete maintenance or use,
- chemical, electrical, etc. effects that are beyond the control of Industry-Services,
- improper use, or as described in the Industry-Services catalogue and in the instructions for use non-compliance with specified operating conditions, in particular with regard to the conditions of use of the cylinders (e.g. oiling requirements).

The warranty for accessories and Industry-Services' liability for damages shall be terminated if the Customer or a third party has made changes to the control/software without the prior written consent and other authorisation of Industry-Services (in the event of a delay in the rectification of the fault by Industry-Services), even if the fault occurs in the part not affected by the change.

## **12. Statute of limitations**

The Customer's warranty claim will expire 12 months after delivery. An exception is the application of a longer statutory limitation period.

## **13. Confidentiality**

The Buyer shall treat all information, know-how and other business secrets relating to the execution of the respective order as strictly confidential. The Buyer may not provide or otherwise make available to third parties any information, documents, documentation, drawings, diagrams or other documents without the express written consent of Industry-Services.

Industry-Services will also treat the Customer's documents containing business secrets as confidential.

#### **14. Court of Justice**

In the event of a dispute, Industry-Services will, depending on its jurisdiction, submit to the exclusive jurisdiction of the court of its domicile.

#### **15. Applicable law**

The contractual relationship between the Buyer and Industry-Services shall be governed by the laws of Hungary, excluding the application of the provisions of all double and multiple international conventions, in particular the United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on 11 April 1980.

#### **16. Other provisions**

Industry-Services reserves the right to unilaterally change these General Terms and Conditions of Delivery and Payment without prior notice, which will become effective for contracts concluded thereafter upon publication on its website.

The General Terms and Conditions of Delivery and Payment are available on the Industry-Services website at:

<https://www.first-robotics.com/hu/altalanos-szerzodesi-feltetelek>

The provisions of these General Terms and Conditions of Delivery and Payment are effective from 27 May 2022.

Budapest, 27.05.2022

**Industry-Services Kft.**