

General Terms and Conditions of Delivery

Effective from the 1st day of November, 2014
The General Terms and Conditions of Delivery of APP Kereskedő és Szolgáltató Ltd. – hereinafter: APP Ltd.
(hereinafter referred to as GTC)

1. Application of GTC

1.1. The deliveries and services of APP Ltd., unless APP Ltd. and its contracting party (hereinafter referred to as the Customer) mutually agree otherwise in writing, shall be provided solely on the basis of the regulations of this GTC.

1.2. Any modification of a contract concluded on the basis of the GTC may be effected solely in writing, on the basis of common agreement between the Customer and APP Ltd. Unless APP Ltd. and the Customer agree otherwise in writing, this GTC shall apply to the deliveries and services provided by APP Ltd. even if the Customer has its own elaborated general terms and conditions of delivery.

2. Conclusion of the delivery contract

2.1. APP Ltd. is not bound by its offers published in its product descriptions and brochures, the conditions thereof may be amended on the basis of any changes to the delivery terms and conditions of the suppliers of APP Ltd.

2.2. The Customer may order the product it wishes to purchase in writing, via fax or by registered mail or by way of electronic means, on the website or via e-mail, as well as with an oral order or by a telephone call. APP Ltd. may require the Customer to provide a duly signed written confirmation of certain orders made orally or by a telephone call, or by way of electronic means. The Customer has to indicate the type, colour, size and number of pieces in the order of the product to be purchased. In case of any doubts, APP Ltd. shall ask the Customer to complete the order.

2.3. The contract shall be concluded between APP Ltd. and the Customer upon the written confirmation or confirmation sent via e-mail of the order made by the Customer and with the content designated in the confirmation. If the order is not confirmed in writing within three working days, the contract shall be concluded on the fourth day from the day of order on the condition that APP Ltd. may deliver the product to the Customer according to contract on a deadline different from the day scheduled in the order, depending on the variety or type of product.

If APP Ltd. requires the written confirmation of the order made orally or by way of electronic means, the contract shall be concluded on the day of receipt by APP Ltd. of such confirmation of the Customer with the content designated in the written communications.

APP Ltd. shall regard certain orders on the basis of the ordered product type, colour, size or other unique features thereof as an individual order (an individual order). In the case of an individual order, APP Ltd. shall provide a written confirmation of the individual order as well as written information to the Customer on the terms and conditions of delivery compared to the order. It shall inform the Customer in the document sent as a response to the order that it shall record the order of the Customer as an individual order. Any and all liabilities of APP Ltd. in respect of any non-compliance of products ordered by the Customer with local regulations, standards or requirements hereby are excluded.

2.4. APP Ltd. shall be entitled to unilaterally withdraw from the contract, if any facts emerge debating the creditworthiness and solvency of the Customer, especially if a bankruptcy or an insolvency proceeding has been initiated against the Customer.

2.5. If the Customer withdraws from the concluded contract before the delivery is fulfilled, the Customer is obliged to indemnify APP Ltd. from any damages resulting from its withdrawal, in particular, 50% of the value of the ordered product and 100% of the value of the ordered products in the case of an individual order as well as any other certified costs of APP Ltd. emerging in relation with the fulfilment of the order.

3. Deadline for performance

3.1. APP Ltd. hereby reserves the right to preliminary and part-delivery (performance) with respect to each of its contracts. In the case of a preliminary or a part-delivery (partial performance) the Customer shall pay the price in proportion to the delivery (performance).

3.2. Delivery dates communicated by APP Ltd. are of informative nature that may be changed due to the performance of the suppliers or sub-contractors of APP Ltd. or any other unforeseen circumstances. APP Ltd. shall not assume any liability for deliveries delayed compared to the indicative delivery dates or for any damage originating from such delay. If APP Ltd. is in delay with the delivery by more than 2 (two) weeks compared to the said delivery date, the Customer may unilaterally withdraw from the contract without any consequences.

4. Delivery and acceptance, quality and quantity complaints

4.1. APP Ltd. shall notify the Customer orally or in writing if the product is available.

4.2. The Customer shall take over the available product within three working days from the receipt of the notice and shall be liable for any damages arising from a delayed takeover of the product.

4.3. The delivery and acceptance shall take place according to the choice of the Customer either at the current registered seat, premises, official warehouses of APP Ltd. or at any place designated by the Customer. APP Ltd. shall consider any person assigned to take over the product as a representative of the Customer appointed to accomplish such a task being entitled to make legal statements in relation to the delivery and acceptance in addition to receiving the product. The Customer's representative shall confirm its right to act toward APP Ltd. If no such confirmation is given, APP Ltd. Shall be entitled to reject the delivery.

If delivery and acceptance take place at a place designated by the Customer, APP Ltd. Shall provide the transportation of the product to the designated place, and the Customer shall pay any and all costs related to the transportation of the product according to the Parties' agreement.

4.4. The Customer shall report its quality and quantity complaints visually observed at receipt in respect of the received product at the time of delivery and acceptance. The Customer shall also compare the received product to the items listed on the consignment note and the invoice and notify APP Ltd. About any eventual differences. Following the delivery and acceptance, the Parties shall consider the items listed on the consignment note and the invoice as delivered completely if the Customer did not make any complaint. If the Customer took over the goods without having inspected the condition of such goods jointly with the carrier or having reported its reservations by indicating the general nature of the loss of or damage to the goods to the carrier, it shall be presumed unless it can be proved otherwise that the Customer received the goods in the condition described in the consignment note or the invoice.

Reservation shall be reported to the Carrier at the time of receipt at the latest in the case of any visible external loss or damage and within seven days, excluding Sundays and holidays, from the date of delivery in the case of any unrecognisable loss or damage. In the case of any unrecognisable loss or damage the said reservations shall be communicated in writing in a record drawn up in the form of minutes in accordance with CMR.

If the consignee and the carrier jointly examined the condition of the goods, argumentation against the examination results is allowed if the loss or damage may not be recognised externally and if the consignee reported its reservations in writing, in a minute in accordance with CMR, within seven days, excluding Sundays and holidays.

4.5. Following the delivery and acceptance procedure, the Customer may make quality complaints only against defects which may not be observed visually (hidden defects) within the mandatory guarantee and/or warranty period of time regarding the product. In the case of any hidden defects, APP Ltd. Shall examine the material in that regard whether it meets the quality requirements set forth by the manufacturer. If the product is processed, transformed, manufactured or used in any other manner, APP Ltd. Shall be liable solely in such a case where the product did not meet the technical requirements set forth by the manufacturer of the product at the time of delivery and acceptance.

4.6. The Customer shall not be entitled to refuse to take over the product and on the same basis, to pay the price of the product in the case of a non significant defect which does not hinder the proper use of the product.

4.7. When the product is received the risk of damage shall be vested from APP Ltd. or from the person participating in the performance on behalf of APP Ltd. to the Customer. Thereafter the Customer shall not be entitled to make any quantity complaints or visually recognisable quality complaints.

4.8. APP Ltd. Shall be entitled to deliver materials/goods replacing the materials/goods mentioned in the confirmed order, which have the same qualities as the materials/goods mentioned in the confirmed order.

5. Prices and payment terms

5.1. The prices indicated on the price lists or other brochures are of only informative nature, they shall not qualify as offered prices, APP Ltd. Shall not be bound by them, APP Ltd. Excludes binding offers in this case.

5.2. Unless stipulated otherwise, bids made by APP Ltd. shall be valid for 45 days from the date of issue. In each case, the price in the confirmation and the appropriate VAT shall be applied. Unless stipulated otherwise, the prices of APP Ltd. shall be considered as net prices on ex work term. Any and all kinds of transportation costs shall be borne by the Customer.

5.3. APP Ltd. shall also be entitled to unilaterally increase the price of the ordered product following the conclusion of the contract, in particular, if the supplier of APP Ltd. increased its prices in the meantime or if the costs of APP Ltd. grew without a price increase due to exchange rate fluctuation or other reasons which were unknown when the contract was concluded. APP Ltd. shall verify the increase of price at the request of the Customer. APP Ltd. shall notify the Customer on the price increase immediately.

5.4. The consideration for the product received or the services rendered shall be due and payable on the date indicated on the relevant invoice. The invoice shall be settled in the payment method determined by the invoice. The Customer shall not be entitled by any objection regarding a part of the invoice to refuse the payment of the other parts of the invoice not affected by such an objection. APP Ltd. shall be entitled to issue the invoice, unless otherwise agreed by the parties, when the product is delivered and accepted or the services are rendered. If the Customer pays the consideration via bank transfer, the parties shall consider the payment settled when the consideration is credited on the bank account of APP Ltd.

5.5. APP Ltd. shall be entitled to issue an invoice on the value of a product not taken over on due time in spite of a notice (see point 4.2) to the Customer and send that invoice to the Customer. The Customer shall settle such an invoice at the time indicated on the invoice in spite of the failure by the Customer to take over the product.

5.6. The price may be paid in instalments only upon the specific written consent of APP Ltd.

5.7. In the case of delayed payment, APP Ltd. shall be entitled to account for a default interest equalling with 8% of the current central bank base rate on the delayed payment.

5.8. In the case of any breach of the payment terms, APP Ltd. shall be entitled to unilaterally withdraw any eventual payment benefits provided to the Customer and to declare all outstanding debts of the Customer due and payable. In addition, APP Ltd. shall be entitled to unilaterally rescind the contract and to enforce its right to the reimbursement of any damages of APP Ltd. resulting from the breach of the contract against the Customer.

5.9. Unless stipulated otherwise, the invoices issued by APP Ltd. shall be settled until performance. APP Ltd. shall be entitled to use any payment to settle all of its earlier unpaid claims against the Customer and shall notify the Customer about the details thereof. If any interests or costs have also emerged, APP Ltd. shall be entitled to use any payment to settle first such costs, than the interests and finally the principal amount. Furthermore, APP Ltd. shall be entitled to demand the payment of the total purchase price prior to delivery.

5.10. APP Ltd. as seller shall be entitled to enforce its claims by way of a prompt collection order following a written request for payment (if the payment deadline designated in such a written request expires without result) in the case of a delay in payment exceeding 15 days. The customer shall notify the bank holding its bank account on such a right of the seller and shall certify such a notification to the seller.

The parties shall consider the written request of APP Ltd. to pay delivered if it is sent by registered mail with return receipt or if the first unsuccessful attempt of delivery is due to the Customer (the registered mail returns with notice of "unclaimed by addressee", "did not take delivery", "moved to unknown address").

6. Retention of title

6.1. The product hereunder shall be owned by APP Ltd. until the payment of the consideration for the product in full.

6.2. If any product owned by APP Ltd. is attached to, processed, amalgamated or mixed with other things by the Customer or by any third person instructed by the Customer to do so, APP Ltd. shall obtain ownership right to any things produced in such a way without any further statement in a proportion as the value of the unpaid product is proportional to the value of the products produced.

6.3. If the Customer delays payment for a period exceeding 60 days, APP Ltd. may take possession of the product owned by the Customer or in the case specified in point 6.2 any thing in the partial ownership of the Customer without presenting any further enforceable document at the place of the product (thing). In this case neither the Customer nor any third person being in possession of the product is entitled to the protection of property in respect of the product (thing). APP Ltd. shall keep custody of the product (thing) for a further period of 30 days, and thereafter, if the Customer fails to pay, it shall be entitled to sell such product (thing) in the course of trade and to satisfy its own claims from any amount received from such sale. APP Ltd. shall pay any amounts remained after satisfying its claims to the Customer.

6.4. In the case where APP Ltd. proceeds as described under point 6.3, the contract concluded with the Customer shall cease to exist without any further statement upon the sale of the product (thing) in the course of trade.

7. Liability

7.1. Unless the Parties agreed otherwise, APP Ltd. shall not be liable for any damage that do not directly result from performance, in particular, it shall not be liable for any loss of profits or non-pecuniary damages born by the Customer.

7.2. Any data included in the brochures, catalogues or other written materials of APP Ltd. are only of informative nature, such data shall not be deemed to be a written invitation to tender and APP Ltd. does not assume any liability for the content thereof.

7.3. APP Ltd expressly calls the attention of the Customer to the fact that it should consult with a professional person regarding the usability and the compatibility of the products with local construction requirements, standards, since the methods to use and facilities to process published in the brochures, catalogues or other written materials of APP Ltd. are only of informative nature and APP Ltd. shall assume liability therefore neither as manufacturer nor as distributor.

7.4. APP Ltd. shall not assume liability whether the product is eligible to use for the own purposes of the Customer and compatible with the local construction rules, requirements, standards. The Customer has to examine that the product fits to its own purposes it intends to use and/or it is compatible with the local construction rules, requirements, standards.

7.5. APP Ltd. shall not be liable for damages resulting from the failure of the Customer to comply with the use or maintenance instructions of APP Ltd. regarding the product, or if the product has been altered, certain parts thereof have been replaced or the use thereof is not in compliance with the original specification.

7.6. APP Ltd. shall not be liable for any delay in performing deliveries or services if it is caused by any unavoidable impediment or natural event (force majeure) that make the performance by APP Ltd. or any of its suppliers difficult or impossible.

If such circumstances exist, APP Ltd. shall be entitled to postpone the delivery or performance until the termination of such impediment.

8. Final provisions

8.1. APP Ltd. publishes its effective GTC for the customers on its current official web-site, which is at present www.zoldteto.hu.

8.2. APP Ltd. also publishes any amendments to the GTC on the place indicated in point 8.1 above.

8.2. Upon ordering a product, the Customer acknowledges that it knows and understands and complies with the provisions of GTC. A notice to the application of GTC is also available on all written or electronic confirmation of orders by APP Ltd.

8.3. The Customer may transfer its rights originating from the contract solely upon the consent of APP Ltd.

8.4. The Customer expressly submits to the prevailing laws of the Republic of Hungary and the jurisdiction of Hungarian courts. The parties agree that, subject to the litigated amount, the Cantonal Court of Győr or the Tribunal of Győ shall be exclusively competent to settle any disputes arising out of this contract.

8.5. The invalidity of any term or provision of the GTC shall not affect the validity of the whole GTC.

8.6. This GTC shall enter into force on the 1st day of November, 2014 and shall be applicable for the contracts concluded thereafter.

Győr, 1 November 2014.

A.P.P. Kereskedő és Szolgáltató Ltd.
Management