

General Purchase Terms and Conditions

Seller, Buyer, Parties

Seller: Any legal entity and other body corporate or unincorporated, as well as sole proprietor and other natural persons selling goods or services for Adeptum Ltd.

Buyer: Adeptum Kft. (registered company main office address: 1116 Budapest, Vegyész utca 17-25., company registration number:01 09 679665, Hungarian national VAT number:11850658-2-43, EU VAT number: HU11850658)

Parties: the Seller and the Buyer together.

Scope of and objects covered by the General Purchase Terms and Conditions

Any purchase transaction, where Adeptum Kft. is the Buyer, is to be carried out solely and exclusively under the current General Purchase Terms and Conditions, which the Seller expressly accepts by sending an offer/order confirmation/deliver goods/provide services, even if the Parties did not expressly refer to these General Purchase Terms and Conditions during the purchase transaction. Furthermore the Seller expressly waives of applying its own general contractual/purchase/sales terms and conditions, even in such cases, when the Seller expressly refers to applying them in its offer, order confirmation or elsewhere. The Seller accepts that any differing from the current General Purchase Terms and Conditions necessitates the written approval of the Buyer.

In regard of any other earlier agreement between the Parties the current General Purchase Terms and Conditions are applicable mutatus mutandis.

Process of the purchase transaction, quotation, order, order confirmation

The Seller is obliged already from the point of sending an offer to provide punctual, correct, well-defined and complete product/service descriptions for the Buyer. In the case of any order, where the descriptions did not stand up to the beforementioned qualities, the Buyer is entitled to cancel its order post factum with full reimbursement and without paying any compensation to the Seller. The Buyer is entitled to cancel its order as long as the Seller does not confirm it, and even later, if the Seller did not confirm it with the same products in the same quantities and/or with the same prices and/or not with the same terms as in its offer.

The Seller guarantees that it will not sell any goods or provide any services which would violate the export or import control laws of the countries in which the Parties are registered/incorporated, or would violate the export or import control laws of third countries or international laws. or would be unlawful any other way.

Delivery terms

The Buyer is not obliged to take over or accept any goods or services, which arrived/were provided later than the agreed delivery time, or arrived/were provided at an incorrect place, or in an incorrect way (modus) or not in the correct quantity or in an aliud manner. When delivering goods in pallet or bigger quantities, the Seller or the logistic/freight company delivering the goods on its behalf is obliged to notify the Buyer about the arrival date of the goods at least three days in advance, in case of smaller quantities of goods the delivery has to be dispatched in a manner that they can be tracked with a tracking number, and to email that tracking number at the earliest possibility to the Buyer.

If the Seller provided the goods or services after the agreed delivery time, or provided them at an incorrect place, or in an incorrect way (modus) or not in the correct quantity or in an aliud manner, then the Seller is obliged to pay a daily fine to the Buyer in the gross value of 1% of the goods/services delivered after the agreed delivery time, or provided at an incorrect place, or in an incorrect way (modus) or not in the correct quantity or in an aliud manner, until the Seller corrected the beforementioned faults of the delivery. If the Seller fails to provide the goods/services at all, it is obliged to pay a penalty in the gross value of 30% of the goods/services to the Buyer. Furthermore, if the Seller provided the goods or services after the agreed delivery time, or provided them at an incorrect place, or in an incorrect way (modus) or not in the correct quantity or in an aliud manner, or did not provide them at all, and it caused damages to the Buyer, the Seller is obliged to fully compensate the Buyer for these damages, including consequential damages. If more than one purchase, service providing or delivery transactions/contracts are in progress/are pending/exist between the Parties, and the Seller provided the goods or services after the agreed delivery time, or provided them at an incorrect place, or in an incorrect way (modus) or not in the correct quantity or in an aliud manner, or did not provide them at all, the Buyer is entitled to cancel every purchase, service providing or delivery transactions/contracts are in progress/are pending/exist between the Parties with full reimbursement and without paying any compensation to the Seller.

The Seller is obliged to deliver the goods according to the DAP clause of the Incoterms2020, unless the Parties did not expressly agreed differently in a written form. If the Seller also provides service(s), inter alia, installation, attached to the delivered goods, then the goods are considered to be handed over only when the attached services were provided.

The Seller is obliged to provide every documents statutory by law or agreed upon by the Parties in a complete and correct manner, and to give them over in a written form latest upon providing the service or delivering the goods to the Buyer, including, inter alia, the invoices, freight documents, material safety data sheets, user manuals letters of guarantee, quality certificates, and the documents proving the origin of the goods or services from the customs perspective. The Seller is obliged to fully compensate the Buyer for any damages arising from the incompleteness, inaccuracy, faulty or non-compliant nature of the abovementioned documentations. The Buyer is entitled in case of the lack of any of the abovementioned documents, especially the invoice and freight documentation, to charge a 100 € administration fee per missing or incorrect document to the Seller regardless if the Seller already fully compensated the damages of the Buyer arising from the documentation's lack/inaccuracy. Paying the abovementioned administration fee does not absolve the Seller from its obligation to supply the missing/correct the incorrect documents.

The Seller accepts that signing the freight documents or paying the delivered goods or provided services doesn't mean that the Buyer waived of its right to make claims in regard of the quality, quantity or other aspects of the delivered goods or provided services.

Product and service quality and guarantees

Beyond the compulsory guarantees required by law the Seller fully guarantees the faultlessness and quality of every product sold or service provided by it up to the offer's specification and expressly takes upon itself the proof of burden in regard of the faultlessness of the beforementioned goods and services. The Buyer is entitled to practice its rights for guarantee by either having the product or service in fault repaired, replaced - in case of a service - to have it provided again for free, its price reduced as agreed by the Parties or to cancel the purchase and receive a full reimbursement. In any case, where the Buyer has chosen the repair or replacement option, the guarantee period in regard of the given product or service starts again from the time of its repair or replacement.

Confidentiality

The Seller is obliged to treat any communication with the Buyer and its employees and suppliers, as well as any business information related to Adeptum Kft. coming into the knowledge of the Seller as confidential without time limitation, applicable also in case or after the termination of the contractual relation between the Parties. The Seller is obliged to handle any personal data of the Buyer's employees or suppliers coming into its knowledge in compliance with the GDPR. The Seller is obliged to fully compensate the Buyer for any and all damages or costs arising from the Seller's omission of the abovementioned obligations, including any and all consequential damages.

Miscellaneous

The Parties declare, that they have the consent of their company executives to enter into this agreement. Furthermore, the Parties declare, that their representatives entering into this agreement are fully authorised and legal representatives of their company.

The Buyer acknowledges that the Seller retains its right to modify the General Sales Terms and Conditions without notifying the Buyer, solely through its modification on the Seller's webpage.

The Parties furthermore declare that they are not subjects to bankruptcy or compulsory liquidation proceedings, and that they have the authority to enter into this agreement without the consent of third persons, legal entities or authorities.

If the Buyer does not insist to the strict fulfilment of the terms of the current agreement, or to exercise any of his rights, or demand any reparations or compensations, or to make any choice it is entitled to under this agreement, it does not mean, that the Buyer waives of the practice of the abovementioned rights in the future or other case.

The Parties are aware of that the current General Purchase Terms and Conditions can be modified only by written agreement of the Parties.

Except agreed otherwise in a written form by the Parties, the Seller is not entitled to offset, get collected/recovered, assign or sell for factoring any claims toward the Buyer. Except agreed otherwise agreed in a written form by the Parties, the Seller is not entitled to charge late interest in case of the late payment of the Buyer, except otherwise regulated by law.

If the competent authority would judge any part of the agreement null, void, invalid, unlawful or impossible to implement, the rest of the agreement still remains in force without change.

The Parties agree that as a principle they primarily try to settle their legal disputes out of court and turn to court only if their failed to settle their disputes otherwise.

This English version of the General Purchase Terms and Conditions serves only as a translation of its original Hungarian version, and shall be considered only as such; accepting it means also acceptance of the original Hungarian version (**Általános Értékesítési Feltételek**, which is available online, at the **<https://www.adeptum.hu/abf>** web address), and accepting that in case of any collision between the English and Hungarian versions, the Buyer accepts the legal primacy of the Hungarian version (**Általános Értékesítési Feltételek**), which takes precedence over the English version.

In case of legal disputes in every case the Hungarian law is applicable.

Magyar ÁBF hipelinkjét (ha lehet, legyen <https://www.adeptum.hu/abf>) beszúrni.