

General Sales Terms and Conditions

Seller, Buyer, Parties

Seller: 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)

Buyer: Any legal entity and other body corporate or unincorporate, as well as sole proprietor and other natural persons entering into a sales transaction with the Seller, excluding consumers pursuant to Point 3, Section 8:1 (1) of the Hungarian Civil Code (Act V of 2013).

Parties: the Seller and the Buyer together.

Scope of the General Sales Terms and Conditions

Any sales transaction, where Adeptum Kft. is the Seller, is carried out solely and exclusively under the current General Sales Terms and Conditions, which the Buyer expressly accepts by submitting its order, even if the Parties did not expressly refer to these General Sales Terms and Conditions during the sales transaction. Furthermore, the Buyer expressly waives of applying its own general contractual/purchase/sales terms and conditions, even in such cases, when the Buyer expressly refers to applying them in its order. The Buyer accepts that any differing from the current General Sales Terms and Conditions is possible only by the written approval of the Seller.

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

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

The offer of the Seller is non-binding and non-obligatory; it is an invitation to the Buyer to submit a binding offer. The sales contract is concluded when the order (offer) of the Buyer is accepted by the Seller.

Delivery terms, terms applicable in case of the Seller's inability to fulfil its delivery obligation(s), force majeure

The delivery deadline(s) in case of any sales transaction(s) between the Parties is/are set on basis of the general practice and usual mode of operation, and if the Parties did not expressly agree otherwise, are informal and non-binding.

Unless specifically agreed otherwise in a written form, the Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the goods. The Buyer is obliged to indemnify the Seller for/against any fines, costs or damages arising from the Buyer's breach of export control regulations. The Seller is entitled to

perform, invoice and receive payment for partial deliveries. If the Buyer does not take over the delivered goods or takes them over with delay(s), the Seller is entitled to set new delivery deadline(s) and to receive compensation for all damages and cost arising from the Buyer's abovementioned denial or delay in taking over of the delivered goods.

The Parties accept, that if the Seller becomes unable to deliver the ordered goods (where no burden of proof falls on the Seller), the Seller has the right to unilaterally withdraw from the sales transaction and the delivery of the not yet delivered goods with a written note to the Buyer, without the Buyer having any right to compensation. The above-described conditions apply also in any case, when the Seller becomes unable to deliver because its most economic supplier becomes unable to deliver – the Seller cannot be obliged in such cases to purchase the goods necessary to fulfil its obligation(s) to deliver from an alternative source or to pay compensation to the Buyer. Furthermore, the above-described conditions also apply to such cases, when the Seller factually stays able to deliver the ordered goods, but it would become uneconomic or too risky for the Seller. Applying the conditions described above does not affect the Seller's right to receive payments for any already delivered partial deliveries. If the Buyer already paid for those goods, from which the Seller has withdrawn, the Seller wire transfers back this/these payment(s) to the Buyer.

Furthermore, the Seller is entitled to withdraw from the sales transaction without paying the Buyer any compensation in any case of a Force Majeure, inter alia, natural disasters, wars, strikes, cyber-attacks, prolonged lack of raw materials or energy, the occurrence of such an industrial accident at the Seller, which hinders operations as usual, epidemics (without considering if the WHO officially declared an epidemic), export bans, limitations or bans imposed by authority.

Retention of title of ownership

The title to the goods delivered shall not pass to the Buyer before the goods and related services have been fully paid. If the Buyer already paid for them, but has not fulfilled all its payment/debt repayment obligations in a timely manner arising from any other business transactions with the Seller, the Seller upholds its title for the ownership of the delivered goods until the Buyer fulfilled all its due or overdue payment obligations.

Delay in payment and its legal consequences

In any case when the Buyer fails to pay for a delivery/deliveries until the agreed due date, the Seller upholds its right to offset, get collected/recovered, assign, sell for factoring the Buyer's debt, including the collection of all costs arising from the enforcement of the before mentioned debts, including, inter alia, the Seller's wage or other cost arising from the extra administration necessitated because of the Buyer's delay in payment, and/or withhold or deny the delivery of any yet undelivered good(s), and/or to claim and receive any already delivered good(s) back, and/or to withdraw from these beforementioned transaction(s).

If the Parties are engaged in any other contractual relationship(s) and/or sales transaction(s), the Seller is also entitled to cancel these contract(s)/transaction(s), change their payment method to prepayment, to suspend performing under/satisfying their terms with immunity of any legal sanctions otherwise applicable for breaching them, until receiving all due payments from any of the contract(s)/transaction(s) between the Parties, as well as to cancel these

contract(s)/transaction(s) with the beforementioned immunity. The Buyer is also Entitled to charge interest on late payments, which amounts to the highest legally allowed late interest rate under the Hungarian Civil Code (Act V of 2013).

Product quality, liability

In the lack of a differing agreement between the Parties, the quality of the products is defined solely in the product specifications of the Seller. The Seller provides the product specifications due to its best knowledge, but takes no responsibility for their completeness or correctness. Maintaining the product qualities and properties according to the samples and specimens provided to the Buyer in regard of the sales transaction are contractually obligatory only if it was expressly agreed, that they were supplied as standard prototypes for defining quality.

The Buyer is obliged to inspect the quality of the delivered goods and make its quality observations, complaints and reclamations regarding them within 5 days after receiving/taking over them. After that time period the Seller does not accept any quality observations, complaints or reclamations, except those cases, where the law expressly obliges it to do so. The Seller excludes any and all (including financial) responsibility for damages arising from its faulty, late or aliud deliveri(es), except those cases when the damages arose from the Sellers gross negligence or wilful misconduct or those cases, where the law dictates otherwise.

Confidentiality

The Buyer is obliged to treat any communication with the Seller and its employees and suppliers, as well as any business information related to Adeptum Kft. coming into the knowledge of the Buyer as confidential without time limitation, applicable also in case or after the termination of the contractual relation between the Parties. The Buyer is obliged to handle any personal data of the Seller's employees or suppliers coming into its knowledge in compliance with the GDPR (REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL). The Buyer is obliged to fully compensate the Seller for any and all damages or costs arising from the Buyer's omission of the abovementioned obligation, 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 Seller does not insist to the strict fulfilment of the terms of the current agreement, or to exercise any of its rights, or demand any reparations or compensations, or to make any choice under this agreement, it does not mean, that in the future or in any other case or the Seller will waive of the practice of the same legal act.

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

If the competent authority would judge any part of this agreement null, void, invalid, unlawful or impossible to implement, the rest of this agreement still remain 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 Sales 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/aef>** 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 ÁÉF hipelinkjét (ha lehet, legyen <https://www.adeptum.hu/aef>) beszúrni.