



General Terms and Conditions of Delivery

Effective from 8 February 2021

qsd2 Kft. (hereinafter qsd2 Kft.)

H-9028 Győr, Serfőződombi dűlő 3. (headquarters)

28950183-2-08 (VAT number)

General Terms and Conditions of Delivery of qsd2 Ltd. - hereinafter referred to as GTC.

1. Application of the GTC

- 1.1. The basic terms and conditions of the services/deliveries provided by qsd2 Ltd. in the legal relationship of the party having business relations with qsd2 Ltd. (hereinafter referred to as the "Buyer") are set out in these GTC. Any deviation from the terms and conditions set out in these GTC is possible only with the separate written agreement of the parties.
- 1.2. These GTC apply even if the Buyer has its own GTC. The application of terms and conditions other than those set out in these GTC and/or those set out in the Buyer's GTC shall only be possible in the legal transaction if agreed in writing.

2. Creation of the legal transaction (hereinafter: contract)

- 2.1. The Buyer may order qsd2 Ltd.'s products and services in writing, either by sending an e-mail directly to the sales representatives or by contacting qsd2 Ltd. via the contact form on the qsd2 Ltd. website (www.qsd2.com).
- 2.2. qsd2 Ltd. considers each order as an individual order. The Contract is concluded between qsd2 Ltd. and the Buyer upon written confirmation of the order sent to the Buyer with the contents indicated in the confirmation.
- 2.3. qsd2 Ltd. has the right to withdraw from the contract if the Buyer's solvency is unsatisfactory, in particular if the Buyer is subject to bankruptcy or liquidation proceedings, or if the Buyer is in receivership, or if its tax number is invalid.
- 2.4. If the Buyer withdraws from the Contract prior to delivery, the Buyer shall compensate qsd2 Ltd. for all damages incurred in connection with the withdrawal and the performance of the order.
- 2.5. qsd2 Ltd. is not bound by the data and information provided in its marketing materials, online marketing interfaces, advertisements and promotions.

3. Deadline for delivery

- 3.1. qsd2 Ltd. is entitled to make advance and partial deliveries in respect of all Contracts. In case of advance and partial delivery, the Buyer shall pay the price in proportion to the delivery, unless otherwise agreed.
- 3.2. The delivery dates provided by qsd2 Ltd. are indicative and may be subject to change due to unforeseen and/or unavoidable circumstances. qsd2 Ltd. shall not be liable for any damages caused by delayed deliveries other than the indicative delivery dates, however, if the delayed delivery exceeds 2 (two) weeks, the Buyer may unilaterally withdraw from the Contract without any obligation.

4. Takeover, complaints

- 4.1. qsd2 Ltd. will notify the Buyer in writing if the ordered product is available.

- 4.2. The Buyer must take delivery of the goods within 3 working days of the notification. The Buyer shall be liable for any damage caused by delay in taking delivery of the goods.
- 4.3. The handover shall take place at the respective headquarters or official warehouse of qsd2 Ltd. or at a place designated by the Buyer, as agreed in advance.
- 4.4. The Buyer shall be obliged to notify the Seller of any quality and quantity defects detected by visual inspection at the time of taking over the goods. The Buyer shall be obliged to make an itemised reconciliation on the basis of the items on the transport documents and the invoice issued to him. The Buyer shall acknowledge receipt of the goods invoiced to him in full by signing the transport documents, provided that the Buyer does not record any objections on the transport documents. If the Buyer has taken delivery of the delivered Products without having carried out a qualitative and quantitative check on the spot and without having recorded any objections/revisions on the transport documents, the Buyer shall not be entitled to any further claims regarding quantity and quality, except in the case of defects in the Products which are not visible and/or hidden by visual inspection.

The Buyer shall duly record (facts, date, signature, etc.) any qualitative and quantitative complaints/questions that can be established by visual inspection at the time of acceptance of the delivery on the transport documents (CMR). If the Buyer fails to comply with this obligation, he shall not be entitled to compensation for any damage resulting from the delivery.

The Buyer has 7 working days from the date of delivery to lodge a claim for defects that are not visible or hidden at the time of delivery.

qsd2 Ltd. will make available on its website a so-called "Complaint Form", which the Buyer can use to report his/her objections. In addition, the Buyer has the right to submit a complaint via the contact form on the website or by sending an e-mail directly.

- 4.5. The Buyer may submit a quality complaint about the product within the statutory warranty period applicable to the product. qsd2 Ltd. is subject to the warranty obligation according to the legislation in force in the country where it is established. In the event of processing, modification or use of the product other than for its intended purpose, qsd2 Kft. shall not be under any warranty obligation in respect of the product.
- 4.6. The Buyer shall be obliged to take delivery of the product and pay the purchase price if the product has a defect that cannot be considered significant and does not prevent the product from being used as intended.
- 4.7. All risk of damage to the Product shall pass to the Buyer after the transfer of the Product.
- 4.8. qsd2 Ltd. has the right to send a substitute product instead of the ordered product, which must not differ from the ordered product in its function, quality and fitness for purpose.

5. Terms of payment

- 5.1. Prices found on marketing materials, marketing surfaces, advertising and advertisements are indicative, do not constitute an offer price and do not bind qsd2 Ltd. qsd2 Ltd. excludes a binding offer.
- 5.2. The quotations given by qsd2 Ltd. are valid for 45 days from the date of issue, unless qsd2 Ltd. provides otherwise. The price stated in the order confirmation shall always be the valid price plus the corresponding VAT. If the price does not include VAT, the price shall in all cases be deemed to be the net price.

In all cases, the delivery costs shall be borne by the Buyer, unless otherwise agreed.

5.3. qsd2 Ltd. is entitled to unilaterally increase the price already fixed in the Contract if the supplier of qsd2 Ltd. has increased the purchase price by more than 5% or if due to circumstances not known to qsd2 Ltd. at the time of the conclusion of the Contract, qsd2 Ltd. has increased the cost of the product by 10%. qsd2 Ltd. shall immediately notify the Buyer of the price increase.

5.4. The due date for payment of the invoice issued is the date of payment indicated on the invoice.

The method of settlement shall be the method of payment specified on the invoice.

An objection to a part of the invoice shall not exempt the Buyer from paying the part of the invoice not affected by the objection within the time limit. Unless otherwise agreed, qsd2 Ltd. is entitled to issue the invoice upon the performance of the goods or services. The invoice is deemed to be fulfilled when the full amount of the invoice is received in the bank account or in the house cash office of qsd2 Ltd.

5.5. Payment in instalments is only possible by agreement with qsd2 Kft.

5.6. In the event of late payment, the Buyer shall pay interest on arrears at the prevailing base rate of the central bank of the country of residence of qsd2 Kft. + 6 %.

5.7. If the Buyer breaches the terms of payment, qsd2 Ltd. shall be entitled to withdraw all previously granted payment discounts and at the same time qsd2 Ltd. shall be entitled to unilaterally change the deadline for the payment of financial claims still open under the favourable terms of payment to an immediate payment deadline. In the event of a breach of the terms of payment, qsd2 Ltd. is also entitled to unilaterally withdraw from the legal transaction and the Buyer is obliged to compensate any proven damage resulting from the withdrawal.

5.8. If the Buyer is also liable to pay interest and costs arising from the breach of the payment terms, qsd2 Ltd. shall first charge the amount received from the Buyer to the costs, then to the interest and then to the principal.

5.9. qsd2 Ltd. shall be entitled to bring an action against the Buyer before the competent court of law for a claim of up to EUR 5,000.00 under the "EUROPEAN SMALL CLAIMS PROCEDURE" pursuant to Regulation (EC) No 861/2007 of the European Parliament and of the Council. In addition, qsd2 Ltd. is entitled to initiate an "Order for Payment Procedure" under the legislation in force in the country where it is established.

6. Retention of ownership

6.1. Ownership of the Product shall remain with qsd2 Ltd. until the consideration for the Product has been paid in full by the Buyer.

6.2. If the Buyer is 60 days in arrears with the payment of the product, qsd2 Ltd. is entitled to take back possession of the product and resell it on the basis of its ownership rights. The Buyer shall bear all legal and damage consequences of this.

7. Packaging, pallets

7.1. qsd2 Ltd. sells its products using the most appropriate packaging material in order to ensure their transportability and quality. The products are delivered on pallets. The cost of packaging materials and pallets and the cost of packaging shall always be included in the quotation and order confirmation.

- 7.2. Taking into account the environmental directives of the European Union, the handling of packaging waste, including pallets, is the responsibility of the Buyer. qsd2 Ltd. does not take back packaging waste, including pallets.
- 7.3. qsd2 Ltd. takes into account the environmental directives of the European Union and strives to minimize the environmental impact of its packaging materials.

8. Responsibility

- 8.1. qsd2 Ltd. shall not be liable for any damages that were not directly caused by the performance, and qsd2 Ltd. shall not be liable for any damages not directly caused by the performance, loss of profit, non-material damages.
- 8.2. The information and data appearing in the marketing materials and marketing platforms, advertisements and offers owned by qsd2 Ltd. are for information purposes only and are not binding on qsd2 Ltd.
- 8.3. It is the Buyer's obligation to ensure that the Product purchased is fit for the Buyer's purposes and complies with the applicable local laws and regulations. qsd2 Ltd. shall not be liable for any damage arising from the failure of the Buyer to fulfil this obligation.
- 8.4. qsd2 Ltd. shall not be liable for any damage resulting from the Buyer's failure to comply with the instructions for use, maintenance, servicing, handling, etc., as specified by qsd2 Ltd., or if the Buyer uses the product for purposes other than those for which it was intended, or if the product, its structure, components, etc.
- 8.5. qsd2 Ltd. shall not be in default of performance if the delay is caused by unforeseeable and/or unavoidable circumstances, natural disasters, changes in legislation (force majeure, extraordinary legal order, emergency, etc.). In such a case, qsd2 Ltd. is entitled to postpone the performance of the contract until the cause is removed and/or remedied.

9. Final provisions

- 9.1. qsd2 Ltd. will publish the current GTC on its official website: www.qsd2.com, while continuing to make available the GTC previously in force.
- 9.2. By submitting an order, the Buyer acknowledges that it has read the current GTC and that it considers itself bound by them.
- 9.3. The Buyer may transfer its rights and obligations arising from the transaction to a third party only with the written consent of qsd2 Ltd.
- 9.4. If any provision of the GTC is invalid, the entire GTC shall not be invalid.
- 9.5. The Buyer submits to the jurisdiction of the Republic of Hungary in relation to the legal transaction.
- 9.6. These GTC shall enter into force on 8 February 2021 and shall remain in force until revoked and/or amended.

qsd2 Kft.