



Solution System Ltd.

Components – Supply - Sale
Development –Software – Firmware – Mechanical
Production – PCB assembly – Cable confectioning- Assembly
Printed circuit boards – Design – Production – Assembly

Terms and Conditions

Effective from **2020.07.01.** until revocation.

Terms and Conditions applied before present effective date, hereby expire!



Company information:

Name of the company: **Solution System Kereskedelmi és Szolgáltató
Korlátolt Felelősségű Társaság**
Registered office: 2040 Budaörs, Budapesti út 87.
Business registration no.: 13-09-174016
Tax id. number: 23976429-2-13
hereafter referred as: **Company**

Contact information:

E-mail: info@solutionsystem.eu
info@solsyspcb.eu
Skype: solsysltd
Web: www.solutionsystem.eu
www.solsyspcb.eu
Quality management: ISO 9001:2015
Certificate: can be viewed on the website (www.solutionsystem.eu or
www.solsyspcb.eu)

Bank Account Numbers:

1.: 10101126-48470100-01004009
Budapest Bank Zrt.
2.: 10101126-48470100-01004308
Budapest Bank Zrt.
3.: 11742355-21048236-00000000
OTP Bank Nyrt.



1. Effect of terms and conditions

- 1.1. These Terms and Conditions (hereafter Ts&Cs) are in effect for all Transport of Goods, as well as Supply, Sale, Software Development, Design, Production and Assembly.
- 1.2. In matters not regulated in individual contracts, Ts&Cs stays in effect, **the Client accepts the Ts&Cs by the act of placing an order. The Agreements wherein the terms and conditions differ from the Ts&Cs shall come into effect only with the written assent of the Company.**

2. Quotation

- 2.1. Quotations for Transport of Goods are free of charge. In all cases, data issued in the quotation shall prevail with regard to the parameters of the quoted products and/or services.
- 2.2. In case of a project or a complex task, the first quotation is commonly free of charge, and in cases of additional quotations, design, specifications, etc., if the product or service is ordered or an agreement is made that the product or service is free of charge, financial compensation shall not be assessed.
- 2.3. Any attachment in the quotation (diagrams, wiring diagrams, technical parameters, specifications, etc.) is preliminary and serves exclusively informational purposes. The Client is responsible for the contents of the Client's data provision.
- 2.4. Technical solutions set out in the quotations are intellectual products of the Company.

3. Prices in the quotation

- 3.1. The Company gives quotations in euro (EUR) if the Client does not request otherwise. Quotations given in Hungarian forint (HUF) are made with the previous day's MNB (Magyar Nemzeti Bank) exchange rates. Price-lists given in HUF serve exclusively informational purposes!
- 3.2. Request for quotation and the quotation shall be sent electronically via the officially disclosed email address of the Company.

4. Order

- 4.1. An automatic email confirming that the order has been received does not constitute acceptance of the order. An order constitutes only as an offer until the Company confirms and accepts to take on the order.
- 4.2. The contract comes into effect when a so-called "Order confirmation" is sent or a "Business contract" comes into effect and with the reception of the product(s) and/or



project(s) and with the financial compensation of the value of the product(s) and/or project(s).

- 4.3. The Company has a right to refuse to accept an order if the Client has not previously fulfilled their obligation to receive the products or pay for the products, or otherwise breached the individual Ts&Cs, or if there is a delay in payment towards the Company or the Client has exceeded the order limit.
- 4.4. Order placement and order confirmation shall be done electronically based on contact details or email addresses specified in the individual contract.

5. Delivery time

- 5.1. In cases of commercial items, delivery deadline begins with the order confirmation and is fulfilled within the time specified in the confirmation provided that the Parties have agreed on all technical and commercial terms and the Client has taken all necessary measures to meet the deadline (e.g. order placement, payment in advance).
- 5.2. In case of an external circumstance beyond the control of the Company (e.g. force majeure, strike, adverse weather conditions, pandemic, component shortage in the global market, etc.) the deadline may be extended.
- 5.3. In the event that the procurement of a component or material necessary for production encounters an unforeseen obstacle, or the production of a component or material included in a previously issued specification ceases, the Company shall inform the Client immediately upon becoming aware of it or within 24 hours and the parties shall agree on the conditions for the necessary modification of the order.
- 5.4. In the event the Company is unable to meet the deadline in respect of their subcontractor, the Company, immediately upon becoming aware of it or within 24 hours, shall inform the Client. In this case, the delivery deadline is extended by 15 (fifteen) days.
- 5.5. In the case of production and execution, the deadline for completion is determined taking other on-going deliverables into account.
- 5.6. In the case of a project, the expected delivery deadline is determined in the quotation, taking other orders already accepted at the time of issuing the quotation into account.
- 5.7. If previous orders received between the issuance of the quotation and the order (projects starting in the meantime) justify the modification of this deadline, the Company is entitled to modify the deadline for completion.
- 5.8. The Client may modify the order within 72 (seventy-two) hours after its confirmation. The Client shall reimburse the costs incurred in the scope of modifying the order.



6. Fulfilment

- 6.1. Unless otherwise agreed, the place of fulfilment shall be the registered office of the Company: **2040 Budaörs, Budapesti út 87.**
- 6.2. Fulfilment may also take place by handing the product over to a carrier or by dispatching the product, in which case the Company shall provide the appropriate packaging.
- 6.3. We reserve the right to partial and front loading, provided that such performance may not be more onerous for the Client.
- 6.4. The risk of damage is transferred by handing it over to the Customer or the carrier/shipping agent. We deliver the shipment at the special request and expense of the Client in the risk range indicated by the Client.
- 6.5. The Company may use a sub-contractor during fulfilment. The Company shall be liable for the performance of the sub-contractor as if it were their own performance.

7. Delivery confirmation

- 7.1. The Company shall hand over the completed product(s)/project(s) to the Client in the context of a handover-acceptance procedure.
- 7.2. During the handover, it is not necessary to examine the properties of the products, which certify their quality.

8. Liquidated damages

- 8.1. If the Company is late in fulfilling their contractual obligations, the Company shall pay a penalty of 0.5% per week, but not more than 5% of the total contractor's fee.

9. Billing, prices, fees

- 9.1. In case of billing in Hungarian forint (HUF) the invoice is made using the previous workday's MNB (Magyar Nemzeti Bank) exchange rates.
- 9.2. All prices are net prices – both in HUF and EUR – which do not include VAT, incidental packaging/delivery cost. Unless otherwise agreed, these costs shall be borne by the Client and shall be indicated separately on the invoice.

10. Financial compensation

- 10.1. The Client shall pay the invoice according to the payment schedule and deadline specified in the contract.



11. Order limit

- 11.1. Every Client has their own order limit.
- 11.2. The amount of the order limit may not exceed the total value of the invoiced but not yet settled value of the delivered goods and the value of the already placed pending orders.
- 11.3. If the Client has exceeded their order limit, a new order is only possible by transfer in advance or cash payment.

12. Late payment, credit, default interest

- 12.1. In case the Client is late in paying the financial compensation to the Company, the Client shall pay the default interest determined in accordance with the provisions of the Civil Code.
- 12.2. In case of late payment, if the difference in exchange rates exceeds 3% until the payment of the outstanding amount is settled, the Company may subsequently apply said 3% difference in exchange rates.
- 12.3. If the (partial) work cannot be completed by the deadline set in the contract due to the Client's interest, the Company is entitled to submit an (partial) invoice in proportion to the performance.

13. Right of ownership

- 13.1. Until full financial compensation, the product shall remain the property of the Company.

14. Responsibility

- 14.1. The Company is only liable for new equipment installed by the Company, the Company shall not be liable for damages resulting from the failure of existing equipment or for damage resulting from improper installation or use, and the guarantee shall not be enforceable in this context.
- 14.2. The Company shall only be liable for damages that did not occur in the ordered product if the damage is imputable to the fault in the ordered product.
- 14.3. The Company shall not be liable for late fulfilment due to reasons beyond the control of the Company. The Company's liability for damages may not exceed the value of the contract, except in the case of damage to life, limb or health resulting from the Company's intentional or gross negligence and in the case of damage caused by criminal activity.
- 14.4. The Company declares that they have business liability insurance.



15. Intellectual product, copyright

- 15.1. The Company reserves the copyright to their own technical solutions, described in the contractor's/project's quotation, as intellectual property.

16. Data protection, confidentiality

- 16.1. Parties are obliged to keep the specifications, drafts, drawings and other oral or written information in their possession related to the organization and operation of the other party during the fulfilment of the contract, and may not disclose it.
- 16.2. The technical content of any product subject to the contract, the related concept, part or annex thereof shall also be considered a business secret.
- 16.3. The Parties may not use any specifications, drafts, drawings and other information in their possession relating to the organization and operation of the other Party without the prior written consent of each other, except as necessary for the fulfilment of the contract or for their own use of the product.
- 16.4. The Company shall share only the data necessary for the production with a subcontractor, whose activities the Company is responsible for as their own.

17. Warranty

- 17.1. Products manufactured and marketed by the Company as Seller are subject to the warranty period prescribed by law or undertaken by the manufacturer. The warranty claim for a product with a certificate of warranty can be validated with a copy of the invoice as well as the original certificate of warranty.
- 17.2. For products without a certificate of warranty, an invoice or a copy of it is required for the warranty claim.
- 17.3. The Company undertakes a 6-month warranty for the products they sell, and 1 month in case of repair or service.
- 17.4. Improper use, repair and modification of the products and related defects are outside the scope of the warranty.
- 17.5. The Company shall be liable for a design error only if the design has been carried out by the Company.

18. Warranty administration

- 18.1. If the purchased product fails within the warranty period, the Buyer must notify the Seller immediately. After prior consultation with our staff, the product - if it is not an installed piece of equipment - must be returned to the Seller's premises, in person, by courier service or by post.



- 18.2. The delivery cost shall be borne by the Company as Seller in case of a justified demand. The seller will not reimburse shipping costs higher than their own shipping costs.
- 18.3. The products must be returned in their original packaging, together with their original, factory-installed accessories, to claim replacement. In case of postal or courier delivery, it is important that, in addition to the required documentation, an error description and telephone contact that is available during working hours are also indicated. The product must be packed properly; the Seller is not responsible for any damage caused during transport.
- 18.4. The returned product will be inspected and the Seller will determine if it can be repaired or replaced.
- 18.5. Damage resulting from improper use and costs incurred shall be borne by the Buyer.

19. Termination of warranty

- 19.1. Damage to the products during transport (the Buyer and the Seller are obliged to record the occurrence of such damage upon reception of the products) is not covered by the warranty.
- 19.2. In case damage is mechanical or caused by improper assembly, improper installation, improper use, improper handling or storage, the warranty is terminated.
- 19.3. The warranty is also terminated in case of damage caused by use that is incompatible with the instructions for use, deviation from the intended use, use under conditions other than the operating conditions stated in the documentation or relevant data.
- 19.4. The warranty and guarantee do not cover the natural wear of sliding and wearing parts.
- 19.5. If the complaint is unfounded, the Seller will send the Buyer a quotation on the expected repair cost after the defect has been discovered. If the Buyer undertakes to reimburse the cost of the repair, the Seller will carry out the repair and the after-sale service invoice will be issued to the Buyer for the cost of the repair. If the Buyer does not request the repair, the costs incurred so far (delivery, defect assessment, etc.) will be issued by the Seller.

20. Client observations / complaint

- 20.1. The place to enforce the complaint is the registered office of the Company as the Seller.
- 20.2. The products subjected to complaint shall be sent back in their original packaging.
- 20.3. The Company, as the Seller, shall not be liable for damages due to insufficient or unsuitable packaging.
- 20.4. The condition of the warranty claim is the presentation of the invoice, the presentation of the certification of warranty (if it was issued / attached at the time of purchase), and the description of the defect.
- 20.5. If the complaint is justified, the Company as the Seller, undertakes to reimburse the shipping costs, otherwise it is borne by the Client. The shipping cost cannot be higher than the shipping fee applied by the seller.



- 20.6. After the repair is done, customer service shall notify the Client about the repair and delivery of the product.
- 20.7. The exchange of products or the refund of the value of products can only take place if the defective products have been returned by the buyer without damage, together with all their accessories, and all the other conditions specified in the Ts&Cs have also been met.
- 20.8. Our customer service staff will assist with administrative matters.

21. Termination of orders, agreements and contracts

- 21.1. The contract of the Parties is for the duration of the services provided by the Company, upon fulfilment of the contract, the contract is terminated. The contract may be amended in writing by mutual agreement of the Parties.
- 21.2. Either Party may exercise their right of immediate termination if voluntary or compulsory liquidation is legally instituted against the other Party or if the other Party substantially breaches contractual obligations.

22. Force majeure

23. Force majeure is an event or occurrence that occurs independently from the will of either Party, an event or occurrence the Party cannot prevent or circumvent. The party claiming force majeure shall notify the other party of the occurrence of the event as soon as possible. The party claiming force majeure shall be liable for any damage resulting from the failure to notify. In the event of force majeure affecting either party, the parties shall enter into negotiations, as far as possible, by agreement on the mitigation of damages or on the possible termination of the contract, depending on the nature of the force majeure.

24. Obligation to inform and notify

- 24.1. The Contracting Parties are obliged to cooperate with each other. Within these obligations, they are obliged to inform each other about all relevant issues and circumstances related to the contract. Legal notices, complaints, notices or information concerning performance shall be recorded in writing by the Contracting Party who communicated them and handed over to the representative of the other Contracting Party or sent by registered mail, fax or e-mail to the registered office of the Contracting Party. The Contracting Parties acknowledge that they may not subsequently refer to and rely on facts or circumstances which they have not fulfilled their obligation to provide written information of despite their better knowledge.
- 24.2. In matters not regulated in these Ts&Cs, the legislations of Hungary, in particular the provisions of Act V of 2004 on the Civil Code shall prevail.