

**OROSHÁZAGLAS Ltd. - General Business Terms and Conditions**  
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**1. General terms and conditions:**

Any and all deliveries and services of OROSHÁZAGLAS Ltd. shall take place exclusively according to the following business terms and conditions. Conditions of the client other than agreed shall be binding for OROSHÁZAGLAS Ltd. only if it has accepted them in writing.

Terms and conditions not fixed below or different from these are included in the current quotation, contract/purchase order (whichever exists) and confirmation of the purchase order (delivery deadline, price discounts, delivery parity, etc.).

The client shall recognize and accept the scope of OROSHÁZAGLAS Ltd.'s General Business Terms and Conditions covering the specific contractual relationship by the acceptance of the confirmation received by OROSHÁZAGLAS Ltd. and/or the takeover of the delivered goods.

**2. Order**

All purchase orders are based on the following:

- a) the contract and/or purchase order itself,
- b) the quotation
- c) the General Business Terms and Conditions, (available at: [www.oroshazaglas.hu](http://www.oroshazaglas.hu))
- d) the currently valid Technical and Application Terms and Conditions of OROSHÁZAGLAS Ltd. (available at: [www.oroshazaglas.hu](http://www.oroshazaglas.hu)).
- e) the currently valid Quality and Environmental Policy of OROSHÁZAGLAS Ltd. (available at: [www.oroshazaglas.hu](http://www.oroshazaglas.hu)).
- f) provisions of the relevant standards (e.g. EN, BN, ISO, BS, NF, etc.), guiding principles (e.g. TRAV, TRLV, TRPV, BF, IFT, etc.).

In case any discrepancy occurs between the above listed provisions, the above indicated sequence shall prevail.

The dimensions must always be indicated in millimetres, in the following sequence: width, height and thickness.

For rolled glasses, the determination of the position of the patterned side and the run of the sample shall be necessary, as well, and for coated glass, it shall be necessary to determine the position of the coating, too.

**2.1 The first purchase order of the customer = the first sample**

- The tooling costs are imposed after the first sample submission. Such are the sieves, special glass machining tools, work piece clamps, measuring tools, etc.
- The customer should send a purchase order for the first sample. In the absence of this, we are not going to start the pilot production.



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- We perform the acceptance and confirmation of purchase orders for series, received together with the first order placed for a sample only after the acceptance of the first sample. We can deviate from this only if

the customer expressly and clearly assumes full financial responsibility in writing for all delivered pieces, regardless of the quality of the product. The fact is that the nature of the defect in such cases does not necessarily depend on the obvious consequences of the changes made to the drawing, as the change in the production technology may result in unexpected negative effects. This means that also in case of an obvious scratch or a shell not accepted under general terms and conditions, or even an obvious defect in material, dirt between the glasses, etc. the customer shall pay for the entire produced series and waive from its right of complaint. OROSHÁZAGLAS Ltd. does not support the placement of an order for a series prior to the acceptance of the sample.

- The confirmed date of the first sample does not mean a good piece. Our only obligation is to provide a sample until the confirmed date. In case of an unsuccessful submission of a sample, if we undertake to perform further experiments, we will determine a new date of sample submission. On the other hand, we also have the possibility to finish the project upon the notification of the customer.
- If due to the failure of the first sample, we conclude that supplementary tooling will be necessary, the customer must pay this in order to start the production of the new sample.

### **3. Confirmation of the order:**

In case the conditions of the purchase order can be met, we send a confirmation to our customers in which we inform them on the terms and conditions of the fulfilment (packaging, deadline, etc.), and, at the same time, we confirm the given dimensions, as well, for the purposes of verification.

#### **3.1 Area calculation:**

Calculation of the edge length takes place with a rounding up to 300 mm. The minimum billable area is 0.3 m<sup>2</sup> per table. For special forms, the area of the enclosing rectangular rectangle is the calculation base.

#### **3.2 Special forms:**

In case of shaped glass we charge a premium, as well. In case of any differences between the purchase order and the template, the size of the template shall be the standard. When placing an order for shaped glasses, please send us also the template suitable for manufacturing. You can place an order for the preparation of a template at us, too; for which we will invoice a fee. For glasses to be manufactured based on a template we always impose a so called templating fee. If the order of shaped glasses takes place in an electronic format, e.g. in .dxf files in the annex, or by sending a dimensioned production drawing, we do not charge any templating fee.

#### **3.3 Edge-machining**



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For tempered glass, by default, the edges are ground, thus no optically perfect edges can be guaranteed. A different kind of edge-milling is carried out upon request, for which a fee is charged, and the minimum calculation edge length is 300 mm.

**3.4 Hired work:**

After the acceptance of the purchase order we inform the customer in writing (confirmation of the PO) about the anticipated date of manufacture. In the purchase order, the type, quantity and other necessary parameters of the glasses sent out for further processing must be accurately specified. We take over the received glass only from a quantitative aspect. Further terms and conditions of the acceptance of orders shall be according to Articles 2 and 3. As a service we undertake the hired tempering of glasses brought by the customer, in case of which we do not assume any liability for breakage during deviation from plane. The glass must be cleaned and finished. For organizational reasons, the control of the manufacturing process by the partner is not possible. The tempering fees of tables broken during hired tempering shall be invoiced, as well; OHG shall not provide any guarantee for the broken glasses. In case of hired lamination, if the materials supplied by the customer and closed into the laminated structure become damaged or destroyed, we do not assume any liability for the caused damage. Furthermore, the materials supplied by the customer into the laminated structures are not inspected in respect of gas or vapour emission. Such issues may lead to the formation of bubbles for which we do not assume any liability.

**4. Conclusion of the contract:**

The contract becomes concluded if after the takeover of the purchase order, OROSHÁZAGLAS Ltd. sends a written statement to the client about its confirmation, or if the company confirms the acceptance of the purchase order in another way, in writing.

Messages transmitted by fax or by e-mail shall be regarded as written messages, too.

The client's implied consent shall mean the acceptance of the purchase order confirmation conditions and result in the conclusion of the contract.

After the confirmation of the purchase order the invoicing address cannot be changed. The purchase order certificate contains the reference to the mutually accepted quality agreement.

**5. Drawings and other documents**

The examination of the drawing sent by the client by OROSHÁZAGLAS Ltd. is limited only to assessing the manufacturability. The client shall be responsible for its clarity, both from a technical aspect and concerning other



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information. The customer's obvious printing, typographical and calculation errors do not oblige OROSHÁZA GLAS Ltd. to perform any fulfilment or to refund any damages resulting therefrom.

Any drawings, drafts (sketches) and other technical data and documents, together with the samples, catalogues, brochures, illustrations, etc. handed over to the client shall always remain the intellectual property of OROSHÁZA GLAS Ltd. Any handover, sale, reproduction, circulation, furthermore, disclosure to any third party may take place only with the express written consent of OROSHÁZA GLAS Ltd.

**6. Amendment or cancellation of the purchase order**

Any amendment or supplementation of the contract shall be valid only with the prior written consent of OROSHÁZA GLAS Ltd.

After the confirmation of a purchase order, any amendment shall be possible only upon issuing an invoice on the costs of the amendment.

Costs corresponding to the status of processing of the purchase order will be invoiced, taking into account the nature and impact of the amendment.

In case of the cancellation of an already confirmed purchase order, the customer shall be obliged to refund the costs occurred until the time of cancellation, to remove the already prepared or semi-finished products or to arrange for their disposal.

In case of product or service is sold for private individual, then the following condition has to be considered: All products and services are made to special piece production, so the products and services are unique products. As an effect of this, the customer – based on the 45/201 ( II.26. ) Korm. r. 29. § ( 1 ) chapter. c. – cannot exercise right of desistance and resignation, as it is written in 20. §.

It is of particular importance to acknowledge that in case of special glasses (coated, laminated, iron-free, soundproof or fire retardant, etc.) OROSHÁZA GLAS Ltd. is forced to take the obligation to purchase the full originally ordered raw material quantity, thus this obligation is also binding for the client of OROSHÁZA GLAS Ltd. from the time of the conclusion of the agreement. A similar commitment applies for special foils and glass paints. The reason for all these is that the supplier manufactures the raw material either specifically to the given need, and/or it is able to guarantee the same material properties in case of the production of the full quantity in a single production series (e.g. colour identity). In such cases, when the purchase order is deleted or amended, the client of OROSHÁZA GLAS Ltd. shall bear full financial responsibility for the total ordered and/or contracted, concerned raw material value.

**7. Prices and payment terms and conditions:**

The offer prices are non-fixed prices determined according to the pricing policy of OROSHÁZA GLAS Ltd., calculated based on a calculation system and do not include VAT.



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During the calculation of the contracted prices, OROSházaGLAS Ltd. assumes that certain elements of its quotation remain unchanged. The change in the terms and conditions may cause the amendment of the production costs and, as a result, the sales price, as well.

Such changes in terms and conditions may be typically, but not limited to the following:

- Delivery schedules different from the offer (it may significantly affect the transportation costs).
- The hypothetical (preliminary) dimensions indicated in the quotation (even a small change of these may have a drastic effect on cutting losses).
- Significant deviation of manufacturing packages which can be manufactured together, from the parameters determined in the offer (it has a significant effect on cutting losses).
- Change of all quantities. In case of an increase it may significantly influence the final deadline and the price, as the company may run out of the available base glass, the next production campaign of which may deviate from the originally planned one with several weeks. In case of a decrease a raw material purchasing commitment may occur (see also Article 6).
- Availability of the work area and the deviation of production information (e.g. dimensions) from the planned schedule (it may significantly influence the deadline of completion and the price).
- Information on the circumstances of implementation, provided by the client, which OROSházaGLAS Ltd. had to take into account during the preparation of the quotation with respect to the given service, without an actual knowledge of the local circumstances.

The payment terms, if no other agreements have been made between the parties, will be 30 calendar days after the date of invoicing.

For the validity of the discount (sconto) due to a previous financial settlement, the relevant separate agreement of the Parties shall be necessary.

The payment by the client shall be regarded as fulfilled only after the arrival of the paid amount to the business account of OROSházaGLAS Ltd.

If the customer still has payment obligations from previous deliveries, these liabilities shall be settled in the sequence of their emergence (order of repayment).

Agreements on the discount (sconto) due to a previous financial settlement shall wholly cease to be valid if the client falls in a delay with its payment obligations (including the delay of its partial payments) and if the client fails to settle its other, already due payment obligations the latest at the same time with the payment of the amount concerned by the discount.



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In case of a significant deterioration of the client's financial situation or in case of the client's payment delay related to previous services or deliveries, OROSházaGLAS Ltd. shall be authorized to refuse its contractual service obligations until the full payment of the purchase price by the client, or until the provision of an appropriate collateral.

If OROSházaGLAS Ltd. has already fulfilled its services, all its claims shall immediately become due and payable; this applies primarily to payment delays, rejection of a bill of exchange, rejection of a redemption of a cheque or the submission of a request for the initiation of bankruptcy proceedings.

If the client becomes delayed with its service stipulated in the agreement or with the payment, OROSházaGLAS Ltd. shall have the following options:

- OROSházaGLAS Ltd. may still claim the fulfilment. In this case OROSházaGLAS Ltd. shall be authorized to withhold the performance of its service until the payment of the outstanding amount by the client, or until the fulfilment of other outstanding services by the client and/or to make due the still outstanding purchase price as a whole, furthermore, to charge a default interest of 7% beyond the Central Bank base rate starting from the commencement of the delay;
- or to withdraw from the agreement by a written statement by providing a substitute deadline of 14 days. In this case, upon the notice of OROSházaGLAS Ltd., the client shall be obliged to return the already delivered goods and to refund any and all potential depreciation occurred in the goods, together with all such costs which have occurred for OROSházaGLAS Ltd. in connection with the performance of the agreement. In addition to this, the client shall be obliged to pay compensation.

The client shall not be authorized to set off any of its potential counterclaims originating from any legal title against the claims of OROSházaGLAS Ltd.

Upon the acceptance of the purchase order, OROSházaGLAS Ltd. (if possible) concludes a credit insurance policy corresponding to the offer amount. The compliance with the related rules shall be mandatory for the Parties in conducting the business.

If it is not possible to conclude credit insurance, upon the relevant request of OROSházaGLAS Ltd., the client shall be obliged to provide another proper security; if due to this any delay occurs in the performance of the assignment, OROSházaGLAS Ltd. does not assume any liability for this and the resulting delay shall be taken into account at the calculation of the delivery due dates and deadlines. If the client is not able to provide a collateral before the agreed deadline, or it is not able to maintain it within the duration of the agreement, OROSházaGLAS Ltd. shall be authorized to withdraw from a potentially already concluded agreement, without having to refund any cost resulting thereof or to assume liability for any consequence resulting therefrom.



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Furthermore, a part of the payment terms and conditions is constituted by the customer's credit limit - determined based on its own risk assessment system of OROSházaGLAS Ltd.

The payments must always be fulfilled at the bank and to the account specified by the seller, before the deadlines indicated on the invoices, free of any transfer or exchange losses.

The Client agrees to transfer the invoices of OROSházaGLAS Ltd. before the deadlines indicated on them even if it has any legitimate complaint in connection with them. Concerning the transfer, no legitimate complaints have a suspensive effect either!

### **8. Package loading**

We give out our products without packaging, in a wooden box, packed into a container and on a one- or multiway stand.

We shall issue an invoice on multi-way stands and the belonging glass holder straps according to Article 8.1.

A separate fee is charged for wooden boxes. We do not take back wooden boxes.

In case of products without packaging, the handover of goods to the customer shall take place on an internal transporting stand or vehicle provided in the warehouse. In such cases, the client shall perform the transshipment from the internal means of transport of OROSházaGLAS Ltd. to the customer's means of transport. Furthermore, upon request, OROSházaGLAS Ltd. shall provide movement by a forklift truck for the loading of the loaded customer's unit pile onto a motor vehicle, on the basis of instructions of the customer's representative. The driver of the forklift truck may refuse the movement if it finds the load dangerous for human safety from the aspect of its movement by a forklift truck.

In case of products without packaging, the customer shall bear responsibility for any breakage occurring during transportation and loading, or any damages (including also the damage to the goods, personal injuries and the damage to other property). Loading of glasses weighing more than the EU standards should not be performed by manual loading. The mechanical loading of glasses of such weight is carried out by a forklift truck. In such case, the transportation vehicle of the customer should be suitable for loading by a forklift truck.

#### **8.1. Stands**

The multi-way stands will be invoiced upon transport at a price of HUF 180,000 per piece + VAT (EUR 500/piece+VAT), with a payment and return deadline of 45 days. Without the payment of the issued invoice, the ownership right shall not be transferred to the customer, and until the payment is made the stands will remain the property of OROSházaGLAS Ltd. In case of a return, a crediting invoice will be issued. In case the customer has



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purchased (paid) the stand in the meantime, OROSházaGLAS Ltd. cannot be obliged to repurchase it. The stand must be returned at the handover point where it was transferred according to the terms of delivery. The difference in delivery costs occurring due to handover points different from this shall be borne by the customer. The return of the stand must be certified on a delivery note upon a handover and takeover. For the stands and their accessories, after 45 calendar days after the day of delivery we charge a rental fee of HUF 3600 per day + VAT (EUR 10/day+VAT) by monthly invoicing until the day on which they are returned, or they can be purchased by the payment of the issued invoice relating to stands. In case of purchase, the stands get into the ownership of the Customer at the following price: HUF 180,000/piece + VAT (EUR 500/piece+VAT). The customer shall be liable for the preservation of the condition of stands and their accessories. In case of any damage, repair costs will be charged. The fact and character of the injury shall be indicated on the delivery note upon the handover and takeover, and, if possible, it should be documented by a photograph, as well.

**9. Delivery deadline:**

Unless otherwise agreed by the Parties, the calculation of the delivery deadline shall commence with the latest one from among the following dates:

- Confirmation of the purchase order by OROSházaGLAS Ltd.;
- When the customer has fulfilled all technical, commercial and financial conditions relevant to it;
- When OROSházaGLAS Ltd. has taken over the stipulated advance money to be provided prior to the delivery and/or when the stipulated guarantee has been opened for OROSházaGLAS Ltd., as the beneficiary.

The delivery deadlines indicated on OROSházaGLAS Ltd.'s confirmation of the purchase order and during other correspondence shall be regarded only as predictable delivery deadlines and they shall not be binding for OROSházaGLAS Ltd. Terms bound to conditions and sanctions shall be recorded in a separate contract.

OROSHÁZA GLAS Ltd. shall be authorized to perform preliminary performance and partial performance, furthermore, to perform partial settlement.

OROSHÁZA GLAS Ltd. shall make every effort to meet the due dates and delivery deadlines constituting the subject matter of the expressed agreement; if OROSházaGLAS Ltd. still exceeds these due dates and deadlines, the client shall be obliged to provide a reasonable supplementary deadline of at least two weeks in writing.

In case OROSházaGLAS Ltd. fails to perform even before this specified supplementary deadline and fails to offer a performance, the client shall be authorized to withdraw from the part of the agreement relevant to the delayed service in 8 days after the expiry of the set supplementary deadline. The damage of the client originating from non-fulfilment and late fulfilment shall be reimbursed exclusively in case of particular gross negligence or deliberate intent of OROSházaGLAS Ltd. The upper limit of compensation to be provided by OROSházaGLAS Ltd. to the



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client shall be limited to a maximum of 10% of the not fulfilled purchase order and it can be an amount lower than that. In addition to this, charging of any liquidated damages or penalties shall always be excluded.

If the Parties agreed either a fix performance date or that the performance becomes due upon the invitation of OROSHÁZA GLAS Ltd. by the client to perform (sending of the draw of order), the client shall be obliged to draw the materials of the given schedule from OROSHÁZA GLAS Ltd. the latest with a delay of 30 days compared to the deadline indicated in the agreement. OROSHÁZA GLAS Ltd. will send a written notice for the customer before the end of 30 days extended term to deliver out the goods. If the client calls on the supplier to perform only after the expiry of the deadline calculated with the given delay, then OROSHÁZA GLAS will invoice the related materials in full value, and all risks (e.g. risk of breakage) shall be transferred to the client, who shall be obliged to refund additionally the storage of the goods, as well (see also Article 10). Together with value of the related material, the occupied storage frames also will be invoiced, and the renting fee for the frames will start to be calculated. Furthermore, OROSHÁZA GLAS Ltd. shall be authorized to pass the occurred additional costs, including also the increased transportation and energy costs, on the client. The relevant goods will be invoiced at the date as the extended term expired, according to the payment terms of the original agreement.

In case the client falls in a delay concerning its takeover obligation, or violates it in any other way and if it fails to fulfil any of its other cooperation obligations, OROSHÁZA GLAS Ltd. shall be authorized to claim the compensation for the occurred damages, including also the potentially occurred extra costs.

In case of a payment delay or exceeding a credit limit, OROSHÁZA GLAS Ltd. may stop the deliveries without any further legal consequence. After the settlement of the invoice, the restart of the delivery shall be possible only according to the reservation of capacities corresponding to the new situation, and the conditions of the corresponding setting into a production program.

**10. Storage fee:**

The transportation of the product is possible on the day indicated in the confirmation of the purchase order, or after the notification of the completion of the work. After the expiry of the deadline, by taking into consideration a grace time of 30 working days, we will impose a storage fee for the goods not transported.

Its extent is 3% per week. All weeks started shall be regarded as a full week. The reference base shall be the value of the goods not delivered.

**11. Transportation:**

By default, all our contractual terms and conditions have an Ex Works parity. Upon the request of the customer, we undertake to organize freight forwarding as well for an additional fee. The delivery deadline is met if on its maturity date the subject matter of the delivery has already left OROSHÁZA GLAS Ltd., or if the readiness for delivery has



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already been communicated to the client. Partial deliveries (and partial invoicing based on them) are permitted. The delivery period shall be extended if any setback factors occur which can be originated from force majeure. This applies also if the unforeseeable hindering factors and circumstances occur at the subcontractors.

Unless otherwise agreed by the Parties, the goods are transported at the customer's risk. The seller shall not be liable for any delays attributable to the transporter, the loss of the goods or their damages. The claims shall be submitted to the seller within a reasonable time after the receipt of the damaged goods (a maximum of 8 calendar days).

**12. Reservation of ownership right:**

OROSHÁZA GLAS Ltd. reserves its ownership right to the goods transported or manufactured by it until the time the client fulfils all its financial obligations.

The customer shall be obliged to ensure that the goods remain easily identifiable and it shall bear all risks of their loss or depreciation after the seller hands them over to the customer.

The client shall be obliged to comply with the formal requirements necessary for the maintenance of OROSHÁZA GLAS Ltd.'s ownership right. If third persons enforce a lien or other right on the goods, the client shall be obliged to enforce the ownership right of OROSHÁZA GLAS Ltd. and to notify OROSHÁZA GLAS Ltd. thereof without any delay.

The client shall be authorized to alienate and process the goods charged by the preservation of ownership right to a third person, within the framework of the ordinary course of business.

The client cannot make other provision in relation to the goods, in particular, it shall not be authorized to pledge the goods or to make a provision relevant to the transfer of collateral property in respect of the goods.

The client shall be authorized to transfer the goods to a third person only upon the retention of ownership right, except for cases where the handover of goods takes place upon an immediate payment and the purchase price received by the client is at least equal to the amount of the purchase price due towards OROSHÁZA GLAS Ltd., in which case the ownership retention right of OROSHÁZA GLAS Ltd. shall cover the purchase price received by the client, but only to the extent of the purchase price due towards OROSHÁZA GLAS Ltd.

The client hereby transfers all its claims to OROSHÁZA GLAS Ltd. which originate from the alienation of goods charged with the retention of ownership right to a third person, furthermore, it shall transfer all collaterals acquired in connection with this to OROSHÁZA GLAS Ltd. and OROSHÁZA GLAS Ltd. hereby accepts the transfer of the above mentioned claims and collaterals. The client shall be obliged to bear any fees and duties incurring in connection with this. The client hereby also reassures OROSHÁZA GLAS Ltd. that it has not yet transferred its claims originating from the transfer of its goods to a third person, to anybody, i.e. it is entitled to freely dispose over them.



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OROSHÁZAGLAS Ltd. shall take the obligation not to recover the claims transferred to it in the previously mentioned way until the time the client properly meets its payment obligations.

Upon such request of OROSHÁZAGLAS Ltd., the client shall be obliged to inform its debtor about the performed transfer of claims in a provable way, and to communicate all information towards OROSHÁZAGLAS Ltd. which is necessary for the recovery of the claim, furthermore, to forward all the related documents to OROSHÁZAGLAS Ltd.

Furthermore, the client shall take the obligation to make all actions and statements which are necessary for the validity of the transfer of the claim. Upon such request of OROSHÁZAGLAS Ltd., the client shall be obliged to demonstrate the compliance with the formal requirements.

The processing, transformation or incorporation of goods - charged by a reservation of ownership right - by the client always takes place in favour of OROSHÁZAGLAS Ltd.

In case the goods charged by the retention of ownership right become processed with another thing not constituting the property of OROSHÁZAGLAS Ltd., or if it becomes built into such thing, or mixed with it in a way that they become inseparable, OROSHÁZAGLAS Ltd. shall acquire co-ownership of the newly created thing in proportion to the thing owned by OROSHÁZAGLAS Ltd. and the value of the other thing. If the goods owned by OROSHÁZAGLAS Ltd. constitute a new thing in combination with another movable thing, and this newly created thing shall be regarded as a main thing from legal aspect, the Parties agree that the client shall transfer a proportionate ownership share to OROSHÁZAGLAS Ltd., if the main thing belongs to the property of the client. In this case the client shall be obliged to exercise the ownership right for OROSHÁZAGLAS Ltd. and, if necessary, protect it.

Until the full settlement of the purchase price, the seller shall be entitled to a smooth traversal to the room of the customer in order to regain the unpaid goods.

**13. Complaint:**

Under the otherwise charge of loss of rights (particularly concerning warranty and compensation rights), the client shall be obliged to enforce the occurred defect - in case of an open defect in 8 days after the delivery/service, and in case of a hidden defect, in 8 days after the recognition of the defect by exactly determining the nature of the defect, in writing, towards OROSHÁZAGLAS Ltd. The client shall be obliged to examine the goods upon its takeover after its delivery with regard to fractures, externally visible damage and the completeness of the product. Under the otherwise charge of loss of rights (particularly concerning warranty and compensation rights), the client shall be obliged to enforce its potential objections already upon the arrival of goods to the client's site, but in any case prior to countersigning the takeover of goods on the delivery notes, by recording the objections in writing on the delivery documents and to enforce them in 1 day against

OROSHÁZAGLAS Ltd. Beyond that time, no complaints in connection with transportation lack and breakage can be accepted by us. Any damage or lack occurred during transportation must be signed by the driver, and a copy must be annexed to the complaint letter by the seller. The Customer shall always be obliged to support the fact of any



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damage or lack by photographs. On the photograph the damaged glass must be clearly visible, together with the fact that the glass is still on the means of transport. Otherwise the damage occurring at unloading cannot be excluded, for which OROSHÁZA GLAS Ltd. does not assume any liability.

The complained items must always be returned with the next shipment - if possible. After the submission of the complaint (storage, repacking, return), the Customer should handle the complained glass as if the glass was flawless. In case on the returned scrap glass, beyond the complaint other damages occur, as well, it shall exclude the possibility of repairing the glass by OHG. As a result, OROSHÁZA GLAS Ltd. does not assume any liability for such glass - which has otherwise a manufacturing defect. In order to facilitate the analysis of the defect, please always mark the place of the defect and clearly identify the glasses. If the customer does not send back the complained product to our site within 30 days after the submission of the complaint, in the absence of other remarks the complaint shall be deemed to be null and void.

Any complaint will be accepted only in writing. We do not accept any complaints for products which have already been processed or built in.

Complaints must always contain at least the following:

- data of the complaining company
- number and date of the order
  
- the number of the delivery note, the batch number and quantity of the defective glass
- the photo illustrating the defect
- the exact description of the defect: with reference to the agreement, technical conditions and in the absence of these, with reference to the relevant article of the relevant EN product standard
- the name and contact details of the contact person with whom the technical consultation can be conducted
- in case of a delivery shortage/damage/break, the delivery note signed by the driver, or the copy of the CMR on which the driver admitted the defect.

In case the replacement of glass plates is necessary, they must be ordered and paid by the customer; they will be credited only if OROSHÁZA GLAS Ltd. admits the defect.

In case of recognized defects, OROSHÁZA GLAS Ltd. - at its own discretion - shall provide a warranty in the form of repairs, replacement or price discount.

If the given product is prepared on the basis of data on dimensions, drawings or sample provided by the customer, OROSHÁZA GLAS Ltd. shall warrant only for the performance of implementation according to the instructions given by the client. OROSHÁZA GLAS Ltd. shall not review the data provided by the client and the products/services made available to it, and it shall not assume any liability for these data and services/products, furthermore, the consequences originating thereof.



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For the fulfilment of its obligations originating from warranty, OROSházaGLAS Ltd. has a reasonable deadline.

The customer shall be authorized to have the defect corrected by a third person and to claim the reimbursement of this costs resulting thereof only if after the admission of the defect by OROSházaGLAS Ltd. and the expiry of the reasonable deadline provided for the correction of the defect it provides a supplementary deadline of 14 days to OROSházaGLAS Ltd. in a registered letter with the simultaneous communication of costs, and this supplementary deadline elapses without any result, as well.

OROSHÁZA GLAS Ltd. does not provide any warranty in the following cases:

- In the event that the installation, operation or maintenance instructions are not followed, including in particular the incorrect use or misuse, neglecting of maintenance or the failure to comply with the recommendations described in the Technical and Application Terms and Conditions indicated in Article 1 of these General Business Terms and Conditions.
- In case of a wear, which is unavoidable even during proper and intended use (natural wear).
- In cases where the correction of modification was not performed by OROSházaGLAS Ltd., or it took place without the consent of OROSházaGLAS Ltd.
- In case of glass breakage.

The client may validate its potential warranty rights only after the full payment of the purchase price according to the stipulated payment terms and conditions.

Warranty and compensation rights can be transferred to a third party exclusively upon the prior written consent of OROSházaGLAS Ltd.

In case of a rejected complaint, the total cost of complaint investigation shall be borne by the complaining party.

#### **14. Guarantee:**

OROSHÁZA GLAS Ltd. provides 5 year warranty for its insulating glass units for normal use and application of compatible installation materials – with the exception of the fracture and external causes of injury – for fogging between air-gap. If the glass is installed in environment of permanently high relative humidity – more than 70% – 3-year warranty provided against fogging.

For the insulating glass structures - with the exception of fractures and external damages /fogging between an air gap/ - manufactured by the company, in case of their intended use and incorporation into structures in combination with compatible materials, OROSházaGLAS Ltd. shall provide a guarantee of 5 years, and in case of other products the company shall provide a guarantee of 1 years, and for laminated glass - including also the thermal insulation



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glass containing laminated glass - the company provides guarantee under the terms and conditions specified in detail in the Technical and Application Terms and Conditions ([www.oros hazaglas.hu](http://www.oros hazaglas.hu)), and in case of tempered and heat-reinforced glass, the company shall provide guarantee until the handover of goods to the customer or the supplier.

OROSHÁZAGLAS Ltd. shall not accept any complaints if the handling, use of the produced product or the conditions of use or application of auxiliary materials used during the products' use do not meet the required standards and usage instructions, or the Technical and Application Terms and Conditions of OHG.

In case a defect occurs for which the seller shall bear responsibility, the liability of the seller shall be limited only to the reproduction of the defected goods free of charge and it shall not bear any related liability (e.g. wages, thermal insulation, glazing, replacement, scaffolding or any other service). We do not accept consequential damages. OHG will hand over the defective glass with EXW Orosháza transportation parity to the customer, except for cases where the manufacture of the project and the delivery is still in progress. Then we deliver the glass with the parity undertaken in the contract related to the project.

OROSHÁZAGLAS Ltd. shall manufacture all tempered glass with a logo on them, according to the mandatory requirements of the relevant EN product standards. If the customer waives thereof in writing - this includes also cases where it fails to indicate the position and dimensions of the logo on its drawing annexed to the purchase order - OROSHÁZAGLAS Ltd. shall not accept any complaint or claim for damages relating to the status of temperedness, as thus the manufacturer of the glass cannot be proven. If the Customer has a unique requirement in connection to the size, colour or position of the logo, it should clearly state this in the purchase order in writing, otherwise the design of the logo cannot constitute the subject matter of a complaint.

**15. Allowable differences, standards and tolerances:**

In the absence of other qualitative agreement accepted in writing, we produce all materials according to the Technical and Application Terms and Conditions ([www.oros hazaglas.hu](http://www.oros hazaglas.hu)). For any other cases not indicated in the above condition, the requirements of the EN product standard, relevant to the product shall prevail.

The products delivered may show small but visible colour differences if the client does not place an order for the given product in the same production campaign. The reason for this is that both the manufacturer of the basic glass, the manufacturer of the paint and the manufacturer of the laminated foil - as a result of character of the manufacturing - guarantees identity of colours only if the total expected quantity requested for the given project is indicated in the purchase order, as the production in a single campaign can be guaranteed only in this way. Therefore, during a project, in case of unforeseen supplementary purchase orders or later replacements of breakages the delivered product may show differences in colour compared to the originally delivered product. In case of later corrections of breakages, the problem will occur even more after both the foils and the paints slightly change their colour during their aging. We do not assume any liability for errors arising out of such reasons.



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The homogeneous appearance of the coloured painted glasses cannot be provided in every cases – depending on the used paint type - in case of illuminated glass panes from back side. It is absolutely necessary a quality agreement before the shipments, based on submitted samples. If this important information is not shared by the supplier before the shipments, so this kind of quality agreement cannot be agreed, then all the claim will be refused in relation of this subject.

**16. Applicable law, jurisdiction, competence of judges**

For the legal relationship between OROSházaGLAS Ltd. and the customer, exclusively the Hungarian law shall be applied. The parties hereby stipulate the Hungarian jurisdiction.

For any potential legal disputes arising out of this agreement concluded between OROSházaGLAS Ltd. and the client, or in connection with it the Contracting Parties hereby stipulate the exclusive competence of the City Court of Orosháza. However, OROSházaGLAS Ltd. shall be authorized to bring the legal dispute before another court which is competent over the client.

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