

**General Terms of Sale and Delivery (GTSD)**  
**ALUKÖNIGSTAHL KFT.**

1. **Scope of application:** these General Terms of Sale and Delivery apply to all deliveries of goods and services performed by our company and an express written confirmation is required for the validity of any other declarations and agreements. When ordering the goods, but at the latest upon the acceptance of goods or services, the Customer accepts these General Terms of Sale and Delivery. The order confirmation sent by our company does not imply the acceptance of the Customer's terms and conditions by our company. Our offers as a whole – including illustrations, drawings, weight and size data – are to be considered as non-binding. We are entitled to accept the order only in part or to reject it without giving a reason.

2. **The scope and subject of the delivery/services:** the products included in the current brochures, surface treatment and rolling of raw products, as well as the specifications related to our products included in the documents provided. (The current brochure is available on the AKS TechDoc interface, through the website of Alukönigstahl Kft.) The certification documents made available by our company may only be used for the purposes defined, with our prior written consent.

As regards the contract, only our written order confirmation shall be regarded as relevant, our written confirmation may only be replaced by the invoice issued in case of especially short-term deliveries. Our written confirmation is required for the validity of any other agreements. Any objections to our order confirmation shall be submitted without any delay, but at the latest within 2 working days and in case of especially short-term deliveries on the working day prior to the delivery at the latest. All our offers are non-binding. Our additional services relating to our offers, which are connected with assembly, processing, statics, material extracts, are not included in our offers and we are only liable for the possible faults occurring in them in case of deliberateness or gross negligence. In case of consultancy provided by our company, the Customer shall always make sure that the solutions included in our offer actually comply with the expected performance. For ordering customized solutions, which are not included in our brochures, special agreements are required in all cases. The Customer's prior written approval shall be the prerequisite for manufacturing customized products by pressing.

3. **Cancellation fee:** in case of ordering goods in stock or intermediary treatment surface service modifications may only be accepted in writing within 2 working days after the placement of the order. In case of other modifications, 5% of the value of the cancelled product included in the order confirmation, but at least HUF 2,000 will be charged and this amount is indicated as cancellation fee in the invoice. In case of ordering goods which are not in stock, the placed order may not be modified, the goods ordered will be delivered and invoiced in any case.

4. **Prices:** value added tax, transport costs or any other additional services are not included in our prices, which are ex-works prices. Any other additional service – such as surface treatment, rolling, packaging, customs clearance, loading, duties and taxes – shall be borne by the Customer, in case it is not otherwise provided for in the basic agreement. The prices listed in our price list are non-binding. The currency of the invoice shall be determined in each order as requested by the Customer. In case of invoicing in HUF, the EUR price list valid on the day of the order and the price calculated on the basis of the Hungarian National Bank MNB EUR exchange rate published on the day of delivery are valid. In case the tax or custom duties are officially modified in the period between the order and the payment for the goods, or if the forint is devalued by more than 2% compared to the exchange rate of the delivery until the invoice is paid, the increased forint value shall be paid by the Customer.

5. **Payment terms:** Unless otherwise agreed in writing, the price of the goods ordered shall be paid at the time of receiving the products at the latest. In case we offer the Customer a payment deadline which is later than the receipt of goods and the Customer does not meet the mentioned deadline, we shall charge a late payment interest as specified in § 6:155 of the Hungarian Civil Code. We reserve all rights to demand advance payment or partial payment when accepting the order. We are entitled to withdraw from the execution of an already processed order if we become aware of any legal proceedings against the Customer as well as to charge the Customer with any additional expenses incurred due to the order in progress. When booking down payments, we reserve all rights to settle the most cumbersome debt.

6. **Packaging:** the packaging will be specified by the Customer as well as by our company. Unless otherwise agreed in writing, the simple packaging (paper, cardboard) shall be charged at cost price. The Customer is obliged to transport back any recyclable packaging material (boxes, cases, stocks) within the deadline specified in the contract. In any other cases, the packaging materials shall remain our exclusive property until they are fully paid. We keep records of the delivered and returned packaging material on a packaging account separated from the goods turnover, at the prices stipulated in the current pricelist.

7. **Delivery:** the delivery deadlines specified in the order confirmation are non-binding. The non-compliance with the delivery deadline may only entitle the Customer to enforce his statutory rights if we do not deliver the goods or perform the services in spite of extending the deadline by at least 30 days, which is accepted by our company in separate writing. The delivery deadline shall be extended by the period of the existence of any circumstances independent of the will of the parties and inhibiting the performance such as the delayed performance of suppliers, force majeure, unforeseeable interruptions, official interventions, delays in delivery or customs clearance, shortages of energy, material or raw material, loss of important manufacturing components and labour disputes. The Customer is obliged to accept the products immediately after he has been informed of the ready-for-delivery state of goods. In case of acceptance delay, the Customer is obliged to pay storage fee as well as demurrage – without prejudice to our other statutory rights. In case partial deliveries are possible, they are legally permissible. Each partial delivery shall be considered as an individual transaction and may be invoiced by us separately.

8. **Transfer of risks:** the risks are passed on to the Customer when handing over the goods to the Customer, carrier or forwarder, but at the latest when the goods leave the warehouse. In case we transport the goods with our own or foreign vehicles to the destination, the risks shall be passed on to the Customer at the acceptance of goods. In the absence of the Customer's specific instructions, the goods shall be transported in a way that we regard as the fastest and most advantageous solution.

9. **Returned items:** the items may only be returned with our written consent. Unless otherwise agreed in writing, the returned products are repurchased at a price of 70% of the invoiced value. We reserve the right of further deductions due to the possible depreciation of the returned products. We do not repurchase products without the original packaging or products that we purchased especially for the Customer. We reserve the rights to offset our possibly existing legitimate and not disputed demands when booking down the credit invoices of returned products.

10. **Retention of ownership:** all products delivered and accepted are our property until they are fully paid. The Customer is entitled to process the products purchased from our company in the normal course of business. So they may be mixed with other foreign substances during processing, in all such cases, the ownership within the value of goods affected by the retention of ownership shall be joint as a proportion of the value of goods purchased from our company. The Customer shall make it possible for us to access the place where the goods affected by the retention of ownership are stored in order to inspect them anytime. With regard to the constantly existing license concerning the goods, it is not allowed to resell goods sold by our company, not even after they are fully paid or in a surface worked or semi-processed state.

11. **Surface treatment:** in case of system materials distributed without final surface treatment, the Customer shall make sure that the selected surface treatment plant owns the guidelines "Quality assurance standards for surface treatment plants" issued by Alukönigstahl Kft in order to use the technology needed for the high technical quality. The Alukönigstahl Kft shall not be liable for any damages caused by the ignorance of the standards included in the guidelines.

In the case of system materials ordered by surface treatment and/or rolling, Alukönigstahl Kft fulfills the orders with the involvement of Polilakk Kft., as a professional service partner, under the conditions included in our order confirmation. Complaints submitted in connection with the surface-treated and/or rolled product and the enforcement of the warranty claim are enforced directly to Polilakk Kft.

12. **Handling data:** the Alukönigstahl Kft shall handle all personal details provided in accordance with the provisions of Act No CXII of 2011 as well as the regulation of EU 2016/679 (General Data Protection Regulation). The detailed regulations of handling data could be found in the "usage rules of the website" and in the "rules of data processing for partners". The Customer declares to be familiar with the privacy policy to be found on the company's website and to have accepted it. Please send all questions about data processing to [adatvedelm@alukonigstahl.hu](mailto:adatvedelm@alukonigstahl.hu), or to the postal address: Hu 1047, Budapest, Baross u. 91-97.

13. **Warranty and guarantee:** the Customer is obliged to check the quality and the quantity of raw/surface treated/rolled goods accepted. Any reasoned quantity or quality complaints may only be accepted in writing within 3 working days after the acceptance of goods. In case of products distributed by our company, we guarantee that the products comply with all features included in the prevailing law and other effective requirements and standards at the time of performance. In case of justified complaints, we primarily replace the goods or take them back and refund their purchase price. The personal and material range of products to be warranted are defined by the prevailing law. We exclude our liability for consequential loss, loss of profit, loss of data or damage to the customer's reputation caused by breach of contract or non-contractual liability.

The Customer is obliged to comply with all construction and fitting requirements included in the current brochure as well as documents made available for him. The Customer is obliged to make sure that all information necessary for the compliance with standards are available when accepting the goods. In case of deficiencies, the replacement of documents may be requested within 3 days after the acceptance of goods. The warranty claims may only be enforced in case of complying with the standards. The warranty and guarantee obligations do not cover faults resulting from unprofessional or improper use as well as normal wear and tear. Any possible warranty claims shall lapse if the Customer fails to comply with his payment obligations in time. Where circumstances permit, the Customer shall make the faulty sample available to us within 8 days in order to investigate on the quality complaint as soon as possible. Without providing a sample of the faulty product, furthermore, in case of finished products deviating from the standard sizing included in the brochure and produced without the approval of the system engineers (Schüco, Jansen), warranty and compensation claims may not be enforced.

14. **Trademarks and logos:** in order to use the trademark "Alukönigstahl Kft." as well as the logos Schüco and Jansen, it is necessary to meet the requirements included in the Partner Guidelines to be found on the website of Alukönigstahl Kft.

15. **Applicable law:** the Hungarian law shall apply to any activities specified by our company.

16. **Miscellaneous:** In case any provisions of GTSD become null and void, the validity of the remaining provisions and that of the contract concluded based on these shall remain unaffected. In this case the ineffective provision shall be replaced by one the content and purpose of which is the nearest to the invalid one. All questions not regulated herein shall be governed by the Hungarian Civil Code.

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