

CHS HUNGARY Kft. General Terms and Conditions

CHS Hungary Kft. registered office: H-2040 Budaörs, Vasút u. 15., branch office: H-1134 Budapest, Lehel utca 12., represented by: Sándor Máthé, Managing Director, e-mail address: chs@chs.hu web: www.chs.hu, incorporated by: Company Registry of the Pest County Court, company registration number: 13-09-109483, VAT number: 10955004-2-44

CHS Hungary Kft. is a company primarily engaged in the distribution of computers and softwares.

When concluding agreements associated with the above, CHS Hungary Kft will apply these General Terms and Conditions.

1. Scope of Object and Purpose

1.1 Deliveries and services provided by CHS Hungary Kft shall be based on these *General Terms and Conditions*. Unless further written Agreements are in place, these *General Terms and Conditions* become an integral part of any and all written agreements concluded with the object and purpose of the sale of products distributed by CHS Hungary Kft.

1.2. If a written Agreement is entered into with Distributor with regards to the entire cooperation or with regards to a specific operation that would conflict with one or more clauses of these *General Terms and Conditions*, the latter remains effective for all other cooperation issues not covered by the individual agreement.

1.3. These *General Terms and Conditions* – also considering the specific rules detailed in point 8 – shall also cover the commercial services provided through CHS Hungary Kft.'s WEB system.

1.4. Effect of these *General Terms and Conditions* shall be unaffected, if CHS Hungary Kft. delivers to the Customer without reservations while being aware that Customer's terms are conflicting with these General Terms and Conditions.

2. Customers

CHS Hungary Kft. will exclusively distribute to companies or sole proprietorships engaged in distribution of IT products (hereinafter: Distributors). Compliance with this requirement shall be proven by presenting the Articles of Association or a company register certificate. Distributor agrees to CHS Hungary Kft.'s recording Distributor's name in CHS Hungary Kft.'s distributor database as a verified partner.

3. Offer, Placing Orders, Delivery

3.1 CHS Hungary Kft.'s offers are to be construed without any obligations and are subject to timely deliveries by its suppliers.

32. CHS Hungary Kft. will accept oral orders for products already in stock in its warehouse, while for products to be purchased exclusively for Distributor, only written orders will be accepted.

33. CHS Hungary Kft. will accept cancellations of orders until the date its supplier accepts such cancellations without legal consequences. CHS Hungary Kft. shall be entitled to reimbursement of cancellation fees charged by the supplier – a value of 5-15% of the cancelled order – by Distributor. If the supplier does not accept CHS Hungary Kft.'s cancellation, Distributor shall take over the product and pay the purchase price thereof.

34. Individual agreements shall be entered into upon CHS HUNGARY Kft.'s written confirmation of the order or Distributor's receipt of the delivery, respectively.

35. Delivery dates notified by CHS Hungary Kft. are for information only, such dates are subject to suppliers' deliveries. Distributor may not bring any claims for damages for delays of CHS Hungary Kft.'s delivery (compared to the notified date). Should CHS HUNGARY Kft. be late with the delivery by more than six weeks of the date in the order confirmation, distributor may cancel the order, but may not bring any further claims.

36. Unless Parties agree differently in a separate agreement, the place of performance shall be CHS Hungary Kft.'s registered office or branch office.

4. Prices

4.1. CHS Hungary Kft. shall regularly publish the list of distributed products and the associated prices in its price lists and other publications. These prices are for information only, the agreed price shall be the price confirmed in the order confirmation or just before purchase.

4.2. CHS Hungary Kft. reserves the right to increase already confirmed prices, provided that costs paid by CHS Hungary Kft. were increased subsequently to the conclusion of the Agreement, especially due to increases of suppliers' prices or fluctuations of exchange rates. Upon Distributor's request, such cost increases shall be proven by CHS Hungary Kft.

4.3. For large purchased quantities and/or continuous high turnover, CHS HUNGARY Kft. may provide a discount to Distributor.

5. Payment Terms, Guarantee

5.1. Invoices shall be issued upon delivery. Upon Distributor's request, CHS Hungary Kft. will issue invoices electronically. In such cases, performance shall be certified by the records of handover/takeover prepared upon delivery. Upon acceptance of these General Terms and Conditions, Distributor acknowledges the terms of electronic invoicing.

5.2. Payments shall be due until the deadline indicated in the invoice, without any deductions. No complaints with regards to the invoice may entitle Distributor to withhold the associated payments. Complaints may only be lodged in writing and within 8 days of receipt of the invoice. If and to the extent the subsequent verification justifies it, CHS Hungary Kft. will issue a corrective invoice.

5.3. Distributors who - based on the available commercial and/or financial references - are qualified for a deferred payment by CHS Hungary Kft., shall be entitled to make

payments by wire transfer.

5.4. In the event of late payment, Distributor shall pay a late penalty to Wholesaler in the amount laid down in the Civil Code (as amended) for late penalties payable in agreements between businesses.

5.5. To verify availability of funds to fulfill payment obligations towards CHS Hungary Kft. and/or to be eligible for deferred payments, distributor shall provide a guarantee.

5.6. In the event of violation of payment- or guarantee rules, CHS Hungary Kft. shall be entitled to immediately change the payment method to cash and to make any and all accounts receivable due and payable, and/or to cancel the agreement.

6. Warranty

6.1. For products distributed by CHS Hungary Kft., the warranty rules laid down in the Civil Code, the Government Decree No. 151/2003 (IX. 22.) and the warranty terms assumed by manufacturers shall apply.

6.2. Warranty claims may be brought at CHS Hungary Kft.'s shop or at specialized service stations indicated on the warranty document. Transportation of products in need of a warranty repair to/from the service station shall be the responsibility of Distributor.

7. Withholding Ownership

7.1. Products indicated in the Agreement shall remain the property of CHS Hungary Kft. until Distributor has cleared its accounts payable towards CHS Hungary Kft.

7.2. Distributor shall accommodate CHS Hungary Kft.'s necessary and lawful measures to exercise its property rights with regards to such goods.

7.3. Devices delivered for testing and display shall remain the property of CHS Hungary Kft. These assets may be used by Distributor for the purposes specified by CHS Hungary Kft. only. Devaluation of such assets shall be paid back to CHS Hungary Kft. by Distributor.

8. Electronic Commerce

8.1. For the purposes of electronic commerce between CHS Hungary Kft. and Distributor, Distributor does not constitute to a consumer, therefore, the rules of agreements between a service provider and a consumer laid down in Act CVIII of 2001 on electronic commercial services do not apply.

8.2. CHS Hungary Kft.'s electronic commercial services may be availed through the WEB system by using an individual password (hereinafter: Password). By entering the Password, Distributor may obtain direct information about CHS Hungary Kft.'s available products. The Password will identify Distributor, and its use shall constitute to an admissible proof that the order was placed by Distributor.

8.3. Orders sent through the WEB system shall be recorded by CHS Hungary Kft.'s computer-based system. CHS Hungary Kft. will only send a notification to Distributor if delivery of the order is denied. Such notification shall include the reason for the denial.

8.4. Distributor shall be fully responsible for handling the Password. CHS Hungary Kft. may not be held responsible for damages resulting from unauthorized use of the password, incurred to Distributor or third parties. Distributor shall hold CHS Hungary Kft. harmless from any damages resulting from the activities of unauthorized password users.

8.5. In the webshop, Service Provider shall provide the product's name, a detailed description and a photo of it. Photos placed on the products' specifications may differ from the appearance of the product, those may serve the purposes of illustration. We disclaim all liabilities that may arise due to the difference between such images and the actual appearance of the product.

8.6. Despite of Service provider's reasonable efforts should an incorrect price be indicated on the webshop's platform, with special regards to obvious differences (such as "0" Ft or "1" Ft, indicated due to a system malfunction), Service Provider may not be obliged to deliver the product for the incorrect price. Service Provider may offer delivery for the correct price, upon which Customer may cancel the order.

8.7. Incorrect indicated prices will represent an obvious disproportionality between the actual and the indicated price, which should be immediately noticed by an average consumer. Pursuant to Act V of 2013 on the Civil Code, the Agreement is entered into by expressing Parties' mutual and identical will. Should Parties prove to be unable to reach an agreement with regards to the contractual terms, i.e. they fail to express their mutual and identical will, the Agreement does not constitute as concluded, therefore, it may not form the basis of any rights or responsibilities. Based on this, orders confirmed at incorrect prices shall be construed as null and void.

9. Processing of Data

9.1. CHS Hungary Kft. processes any data necessary for the identification of Distributor by adhering to the statutory provisions and for the purposes of the business relation under these *General Terms and Conditions* only. Based on the principle of freedom of contract, Distributor's data disclosure for the conclusion of the Agreement shall be voluntary.

9.2. Distributor agrees to CHS Hungary Kft.'s processing of the data necessary and sufficient for the identification of Distributor for the purposes of entering into the Agreement, for the monitoring of the performance of this Agreement, billing of the resulting fees and collecting the associated accounts receivable.

9.4. Distributor expressly requests that CHS Hungary Kft. sends written newsletters to it electronically or by any other means. Distributor subscribes to CHS Hungary Kft.'s newsletters and other marketing material, however, Distributor may submit a statement contrary to this to CHS Hungary Kft., with the request to unsubscribe from the newsletters, marketing materials or parts thereof.

10. Restrictions of Export

10.1. Distributor represents and warrants to not to export or transit the products if the suspicion arises that such products will be used for the purposes of nuclear-, chemical- or biological weapons or rocket technology. Moreover, Distributor represents and warrants to not to deliver to companies that are listed in the Denied Persons List of the country of origin of the product.

10.2. CHS Hungary Kft. may deny delivery, if it becomes aware that re-sale would violate the applicable rules of export permits of Hungary, the European Union, the USA or any other country.

11. Miscellaneous Provisions

11.1. CHS Hungary Kft. shall continuously make these *General Terms and Conditions* available to Distributor whether in a written form or electronically at www.chs.hu.

11.2. By placing orders for any product – via traditional channels or through the WEB system –, distributor accepts CHS Hungary Kft.'s *General Terms and Conditions* as binding.

11.3. Should one or more clauses of these *General Terms and Conditions* be or become invalid, that shall not affect other clauses.

11.4. For issues not covered by these *General Terms and Conditions*, the pertinent statutory requirements applicable in Hungary shall be applied.

11.5. Based on Parties' submission, in a potential court proceeding, competency of the court shall be established by CHS Hungary Kft.'s actual registered seat.

Budaörs,

CHS Hungary Kft.

DISTRIBUTOR'S STATEMENT

Company name:

Registered office:

Represented by:

Incorporated by:

Company registration number / registration number:

VAT number:

Bank account number:

Undersigned, the Distributor's authorized signatory, represent and warrant that our company is aware of CHS Hungary Kft.'s

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and accepts its content as a mandatory element of all individual agreements concluded with CHS Hungary Kft. in its commercial purchases.

Furthermore, I represent and warrant that in the event of granted deferred payments, pursuant to point 5.5. of the General Terms and Conditions, I am providing a guarantee for the financial obligations towards CHS Hungary Kft. (executive officer's surety, immediate direct debit, bank guarantee, security interest etc.)

Budaörs,

Distributor's
corporate signature