



# A Parainesis Kft.

# General Terms and Conditions

**effective:**

**from  
01.07.2022**



## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (hereinafter: GTC) from PARAINESIS Kereskedelmi és Szolgáltató Kft (hereinafter: Company) in respect of all matters relating to the services or products ordered and business relations with the Customer using the services (hereinafter: Customer) rights and obligations.

### Company details:

Name: PARAINESIS Trade and Services Ltd.

Headquarters: Győrújbarát, Kákostó u. 7.

Telephone number: +3696423663

E-mail address: [info@parainesis.hu](mailto:info@parainesis.hu)

Company registration number Cg. 08-09-004992

Tax number: 11402657-2-08

### 1. General information, creation of the contract

1.1. Purchases from the company are possible by placing an order electronically (via e-mail), as specified in these GTC.

1.2. After the order is placed, the contract is concluded by sending the confirmation e-mail to the Customer, with the content indicated in the confirmation. The time of execution is the time of delivery of the order to the Customer/Supplier. The legal transaction concluded between the Parties with the purchase of the goods in Hungarian shall be deemed to be a written contract, which shall be registered by the Company and kept for 5 years after its conclusion, and shall be accessible subsequently.

1.3. The language of the contract is Hungarian.

1.4. By placing an order, the Customer accepts these General Terms and Conditions.

- 1.5. The Company will send written confirmation to the Customer following receipt of the order. The confirmation contains the data provided by the Customer during the purchase (e.g. billing and shipping information), the order ID/serial number, the list of items, quantity, specific parameters, price of the product, shipping cost and expected total amount and the date of the order. This confirmation e-mail informs the Customer exclusively that the Company has received his order.

The sending of this confirmation to the Customer shall be considered as acceptance of the order, which shall constitute a valid contract between the Company and the Customer. The confirmation e-mail may be sent to the "Spam" folder depending on the Customer's e-mail account hosting provider, but it is still considered as delivered. If the Customer does not receive the confirmation e-mail from the Company within 2 workdays at the latest, the Customer is exempted from the obligation to bid. The order shall be deemed to be a contract concluded by electronic means and shall be governed by Act V of 2013 on the Civil Code, Act CVIII of 2001 on certain issues of electronic commerce services and information society services.

- 1.6. **Indication of customer service:** The customer can only contact the customer service by e-mail or telephone. The call centre is open Monday to Friday from 8 am to 4 pm. Telephone: +3696423663 E-mail Address: info@parainesis.hu

## 2. How to place an order

- 2.1. The essential properties and characteristics of the products to be purchased can be found on the Company's website: [www.parainesis.hu](http://www.parainesis.hu) under the heading "PRODUCTS". If the Customer has any questions about the product before purchasing, the Company's customer service is at the Customer's disposal and by clicking on the Request a Quote tab, it is also possible to request a quote.
- 2.2. The Customer's acceptance of the offer sent by the Company following its request for an offer shall be deemed to constitute the conclusion of the contract in the absence of the Company's confirmation, if the Company has not excluded its obligation to make an offer in its offer and all the conditions and information necessary for the performance of the order are at the Company's disposal. Failing this, the contract will be concluded only with the confirmation given to the customer, duly completed.
- 2.3. The purchase price is always the amount specified in the confirmation e-mail following the order of the individual product agreed electronically, which, unless otherwise stated, is

Hungarian forint and does not include value added tax (VAT), product charges and delivery costs.

In accordance with the provisions of Act LXXXV of 2011, the environmental product fee obligation arises upon the placing on the market, use for own purposes or stocking of the product subject to the product fee. The purchase price is calculated in accordance with the provisions of the relevant legislation.

- 2.4. The Customer shall send the order by sending an e-mail message to the Company's electronic contact details. The Customer shall specify the main parameters of the products he wishes to order during the ordering process, but the Company's performance of these parameters shall be governed by the Company's confirmation email. When sending the e-mail message, the Customer is required to provide billing and delivery details and to indicate the desired method of receipt and payment. By sending the order, the Customer accepts these GTC. The Customer shall be liable to pay for any order placed in this way. The Company will send a confirmation e-mail of the order placed.
- 2.5. The Company's customer service will contact the Customer in writing if the order placed is not clear. Thus, the parameters of the order will be clarified. An order shall be deemed to be finally placed when all the necessary information is available to the Company.
- 2.6. The Parties agree to inform each other immediately of any change in the contact person. All notices and communications sent to the contact person of the other Party shall be deemed to be effective and valid until that Party notifies the other Party in writing of any change in the contact person.
- 2.7. The Company is not bound by the Customer's general terms and conditions.

### **3. Payment terms**

- 3.1. The Company shall issue an invoice to each Customer.

So-called partial deliveries by the Company shall also be invoiced on the basis of the delivery notes issued on the day of delivery to the Customer/Supplier, i.e. on the date of partial delivery.

3.2. The Company may issue an electronic invoice to the Customer for proof of payment to the e-mail address provided by the Customer after the order has been sent. Acceptance of these GTC constitutes the electronic bill payer's consent. By accepting the GTC, the Customer agrees that the Company may issue an electronic invoice to the Customer. This consent can be withdrawn by submitting a declaration to the Company's customer service to withdraw your explicit consent. This consent may be withdrawn by submitting a declaration to the Company's customer service department to withdraw your explicit consent. After issuing the paper invoice, the Company shall, if necessary, send it to the Customer by post to the address specified by the Customer. In the event of failure to pay the invoice, the notice sent by post shall be deemed to have been served on the day on which delivery is attempted, even if one of the parties has refused to accept it. If delivery was unsuccessful because a party did not accept the notice (it was returned marked "not requested"), the notice shall be deemed to have been served on the fifth working day following the second attempt to deliver it by post.

3.3. The invoice can be paid by bank transfer.

3.4. The Company retains title to the goods and products supplied until payment of the invoice.

### 3.5. IN CASE OF FIRST ORDER

The Company will issue an advance invoice for the total quantity ordered on the first order.

Once the invoice as specified above has been sent, the Company will only be able to start production of the products ordered if the amount of the order appears in the Company's account. If payment is not made by the deadline indicated on the invoice, the Company will contact the Customer by email at the contact details provided at the time of ordering to discuss payment.

### 3.6. FOR EXISTING PARTNER

In the case of an Existing Partner, the Company expects the Customer to pay by bank transfer within the time limit specified in the confirmation.

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Payment of the invoice shall be made by the Customer in one instalment within the payment deadline. You may, with the explicit written consent of the Company, pay the invoice in instalments within the payment period.

- 3.7. The Company shall be entitled to charge interest for late payment of the invoice, which the Customer shall pay together with the invoice amount. Only in this case the invoice issued by the Company will be considered as financially settled by the Customer, i.e. as paid.

The rate of interest for late payment shall be calculated in accordance with the interest calculation under the Civil Code in force at the time, unless otherwise provided for in the contract concluded between the Parties or in the confirmation sent by the Company.

#### **4. Fulfilment of the contract**

- 4.1. The Company undertakes to perform the product(s) specified in the confirmation sent by it, according to the parameters specified therein.
- 4.2. The expected delivery date set out in the confirmation indicates the date on which the finished product can be delivered to the specific person named for delivery (the Supplier) or to the Customer itself. The delivery deadline may be extended by one week without prior notice. The Company is also entitled to a one-week advance performance.
- 4.3. The Company cannot be held liable for any delays in external delivery that occur after the product has been delivered to the Supplier/Orderer. The Company is not responsible for any damage/loss of any kind caused by the delay/insufficiency of the delivery partner. Other liability only arises if the delivery was effected by the Company's own employees.
- 4.4. For reasons of raw material purchasing and production technology, the Company may extend the previously indicated expected completion/delivery date, but shall inform the Customer immediately.
- 4.5. If the Customer submits a modification request after confirmation by the Company, it is considered a contract modification initiative.

If the Company sends a new confirmation including the modification request as a response, the detailed information in the new confirmation shall be considered to be the governing factor.

- 4.6. The Company is entitled to use a subcontractor to fulfill the contract.

4.7. The Company is not responsible for the inappropriate use of products, shipping boxes, and labels manufactured by it. The Company's products are not a guarantee that the products packed and labeled by the customer will be delivered with adequate protection. The Customer(s) and their delivery partner(s) are solely responsible for the goods and consignments packed in the products.

4.8. Differences in quantity and size:

The Company will endeavour to meet the parameters specified in the order, however, due to the specificities of the production technology, deviations of  $\pm 10\%$  in thickness and  $\pm 5\%$  in width and/or length and  $\pm 10\%$  in quantity from the parameters specified in the order are possible. In spite of this difference in size and quantity, the Company's performance is deemed to be regular and in conformity with the contract.

In the event of a discrepancy exceeding the quantity stated in the confirmed order (or ordered in accordance with Section 2.2), the Company shall be entitled to issue a subsequent invoice or a credit note invoice.

4.9. The Company shall be liable for the delivered products only in accordance with these general terms and conditions, even in the event of resale. If the goods have been accepted and the Customer has not raised any objection, the order shall be deemed to be fulfilled and the Company shall exclude any further liability.

## **5. Delivery and reception conditions**

5.1. The Company shall indicate the delivery charge for the goods ordered and requested to be delivered in the confirmation e-mail sent to the Customer. If several orders are received from the same Customer on the same day, they will be considered separately for the delivery charge. If the Customer indicates this at the time of placing the second order and the Company's feedback indicates that this is still possible, the Company may merge the orders, but it is no longer possible to merge the packages already started.

5.2. The contracting parties agree that the Company's registered office (Győrújbarát, Kákostó u. 7.) shall be the place of quantitative and qualitative performance, unless otherwise agreed. Acceptance of the goods shall be evidenced by the Customer's party or its agent by means of a delivery note or a receipt provided by the Supplier. The delivery note and receipt are valid when authenticated with a signature.

5.3. The customer is obliged to immediately accept and inspect the goods delivered in accordance with the contract or declared ready for acceptance.

5.4. The parties shall determine the period open for quality complaints within 2 working days after the acceptance of the goods by the Customer and confirmed by the Customer. The Customer is responsible for damage resulting from a delay in feedback.

5.5. In all cases, the customer is obliged to notify the Company of the objection in writing. If the Customer does not raise an objection within the indicated deadline, the performance is deemed to have been accepted on his part.

5.6. If an objection is submitted, the Company will send a written response within 5 working days to the customer.

The customer must notify the Company within 5 working days of receipt whether he accepts the Company's response. Correspondence sent by e-mail is also considered delivered.

If there is no agreement between the parties with the Company's answer, they are obliged to negotiate through a personal meeting.

5.7. After the objection has been made, the Company shall not be liable for any damage resulting from the use of the objected product.

5.8. In the case of products and services that have been proven to be of inadequate quality, the Company will replace or repair the objected products and services by the mutually agreed deadline, or credit their value according to the value of the manufactured product and the needs of mutual cooperation.

5.9. If the product with a quality complaint is only a part of the given shipment, and this part can be easily separated as a defective product, the quality complaint does not apply to the entire quantity, but only to the separated quantity.

5.10. When receiving the product, the customer must check the number of unit packages, the quantity indicated on them, and the quantity on the pallet in the case of pallet packaging, and acknowledge their receipt by signing.

## **6. Warranty conditions**

6.1. With regard to any product delivered or sent to resolve the defect, the Customer has the right to examine its conformity with the agreed upon contract in accordance with the provisions of these general terms and conditions. The risk of any error is transferred to the Customer upon acceptance of the product.



6.2. With the exception of a breach of contract caused intentionally or by a crime or causing damage to life, limb or health, the Company's maximum liability for damages resulting from breach of contract may not exceed 50% of the net amount of the purchase price according to the established contract.

## **7. Packaging**

7.1. The packaging is determined according to the type of product and the production technology, as requested by the Customer. If, in the opinion of the Company, the Customer's request for packaging is inappropriate, the Company shall notify the Customer in writing. If the Customer nevertheless insists on the requested packaging, the Company excludes all further liability for any damage/loss caused by the packaging and its defects and the Customer shall bear the costs thereof. The purpose of packaging is to ensure that ready-made products are not damaged during transport and are easy to handle during use.

7.2. EUR pallets used for transport must be exchanged in all cases. The Company can only accept pallets in good quality and clean condition. If the replacement pallets are not delivered, the quantity of pallets used for delivery will be invoiced at the price applicable on the day of delivery.

## **8. Confidentiality**

8.1. The Customer shall be under an obligation of confidentiality, in accordance with the applicable legal provisions, with regard to classified or other confidential or non-public confidential data and information, as well as personal data and information, which comes to its knowledge during the performance of the contract, from the time of the request for a quotation.

Confidential Information means all trade secrets within the meaning of Act LIV of 2018 on the Protection of Trade Secrets, as well as all information relating to the Company's operations, management, business relations, financial situation, personnel, business solutions and know-how.

The above may not be disclosed by the Customer to third parties without the consent of the Company.

The obligation of confidentiality shall apply to the Client's employees and subcontractors, as well as to the other contributors, even after the termination of the contract.

Any breach of a trade secret by the Customer shall give rise to a claim for damages by the Company.

8.2. The Company shall do its utmost to ensure that in the course of its activities no unauthorized persons have access to the data, information and documents generated, and shall also ensure compliance with the legal and other provisions on data protection.

## **9. Data storage, transmission and deletion**

9.1. The Customer is responsible for backing up the data. The Company shall have the right, but not the obligation, to make a copy of the Print Data.

9.2. The data recorded in the course of business and requested during the execution of the order are stored by the Company in digital form. The Company is entitled to process the data further and to produce written extracts within the production process.

9.3. The Client agrees that the acceptance, use and updating for production of the data requested for the purposes of execution and other contractual output will be carried out in accordance with data protection laws. The transfer of data necessary for the performance of the contract may only be made by the Company if this is necessary for the performance of the contract or in view of the provisions of the applicable legal regulations.

## **10. Vis major**

10.1. In the event of Vis major, i.e. unforeseeable, unavoidable external force, which results in the impossibility of performance of the obligation(s) undertaken in the contract or makes performance significantly more difficult or uneconomic, the Company shall not be liable for any delay in performance or delivery.

10.2. For the purposes of these GTC, Vis major shall mean in particular:

- a natural disaster (flood, earthquake, epidemic, exceptional snow situation, etc.)
- damage resulting from the operation of a dangerous establishment,
- accident, fire, equipment or machinery malfunction,
- actions or omissions by government bodies,
- war, political unrest, roadblocks,
- Strike.

10.3. If the delay due to force majeure lasts for more than 30 days, the Parties have the right to terminate the contract without notice by written notice to the other Party in respect of the

Products not yet delivered at the time of termination.

## **11. Delay due to COVID epidemic**

The Parties are aware of the economic difficulties as a consequence of the COVID epidemic.

If a shortage of raw materials or labor occurs as a result of the epidemic, or if the epidemic hinders the fulfillment of the order in any other way, the Company is entitled to extend the fulfillment deadline even several times, with the stipulation that it must inform the Customer of this as soon as possible. After a delay of 30 days, the Customer has the right to terminate the contract without reporting a claim for compensation, in the form of a written notice sent to the other party in relation to products that have not yet been delivered by the time of termination.

## **12. Final provisions**

- 12.1. The Company reserves the right to periodically revise and amend these Terms and Conditions by publishing the current version on the Company's website.
- 12.2. The Parties shall be governed by the provisions of Hungarian law and the Civil Code in matters not regulated within the framework of this contract. Any derogation from these GTC shall be valid only by written agreement.
- 12.3. The Győr District Court or the Regional Court of Győr has exclusive jurisdiction to settle disputes, depending on its jurisdiction.
- 12.4. These terms and conditions are valid until amended or revoked.