



Definitions, scope of effect:

Certa Kft: CERTA Zárgyártó, Présöntő és Szerszámkészítő Kft.

Address: H-3980 Sátoraljaújhely, Berecki utca 18-28.

Ordering Party: is the party entering into relations with Certa Kft. in the business deal covered by the present SPTC.

Parties: Certa Kft. and the ordering party together.

The provisions of the SPTC are applicable to the Parties' rights and obligations, to any and all the legal relations established between the Parties (hereinafter referred to as: Contractual relation) and to the legal/statements made within the framework thereof (hereinafter jointly referred to as: Contractual statement) as well as to all the other legal acts made either within the framework or for the purposes of the Contractual relation.

Application: If there is no contract, agreement in force between the Parties, or if the buyer/potential buyer has not provided for otherwise.

Price quotation, Pricing:

Certa Kft.'s offer refers only to the full contents of the offer or in case of several possibilities offered, to the whole of the option chosen.

Certa Kft. will be bound by the offer for 30 days.

Pricing will be made as follows:

- based on the current, determined price base – LME+premium
- applying Exworks(EXW) Incomterms 2010 delivery terms
- either in EUR or in HUF
- excluding value added tax

Placing orders:

A contractual relation is established between the Ordering Party and Certa Kft. when Certa Kft. sends the order confirmation to the Ordering Party.

The Ordering Party's application to Certa Kft. made in any form for the purposes of establishing a contractual relation or its request for quotation will not bind Certa Kft. to establish contractual relation, and lack of response by Certa Kft. will not qualify as automatic approval or consent.

Delivery, fulfilment of orders:

The Ordering Party is obliged to provide all the information required for the performance by Certa Kft to the latter in writing in due time. In case of failing to do so or fulfilling this stipulation improperly Certa Kft. will be entitled to postpone or suspend the performance until the Ordering Party provides the necessary information. Any deviation from the confirmed deadline and/or quantity will need the preliminary agreement by the Parties.

Payment:

Each payment should be made to Certa Kft. by bank transfer to the bank account given by Certa Kft. within 30 days after the issue of the invoice.

Any payment will be regarded as effected when the amount is credited to the bank account of Certa Kft.

Handling of tools:

Maintenance of the tools manufactured for the ordering party and exchange of the wearing parts thereof within the guarantee period will be the task and costs of Certa Kft.

Certa Kft. assumes no guarantee for relocated tools.

Concerning relocated tools or those not covered by the guarantee any defect, repair and maintenance will be borne by the ordering party who will have to place order for such works with Certa Kft. based on an individual order.

In case the co-operation ceases Certa Kft. undertakes to deliver the last series of the given product/products up to 10% of the previous year's volume, provided that the guarantee for the tools is in force. Any deviation from this is possible based on an individual agreement. The ordering party will have to arrange for the removal of the tool and all the costs arisen will fall upon the ordering party. Certa Kft. will charge warehousing costs on disused tools based on individual judgement.

Secrecy:

The parties have mutual secrecy obligation and are bound to take all the reasonably expected measures so that no third parties can have access to any information they became aware of either prior to or during their Contractual relation.

Modification:

Certa Kft. is entitled to unilaterally modify or withdraw the present SPTC at any time. Any modification will be effective and applicable from the day indicated in the SPTC or for lack of this, from the date of publishing it on the website of Certa Kft.

The present SPTC has exclusive effect, Certa Kft. does not recognise any standard business terms of the ordering party which are either contrary to or different from it, except if Certa Kft. makes an express relative written statement or documents it in the contract.