

## GENERAL TERMS AND CONDITIONS

### **Logipix Műszaki Fejlesztő, Gyártó és Kereskedelmi Korlátolt Felelősségű Társaság**

registered office: H-1158 Budapest, Késmárk utca 11-13.

tax number: 12135518-2-42

company registration number: 01-09-168455

hereinafter: **Logipix**

applies the following General Terms and Conditions (hereinafter: **GTC**).

### **1. Terms and definitions**

**1.1 GTC:** these General Terms and Conditions

**1.2 Parties:** joint designation of the contracting parties of the Agreement (Logipix and Client)

**1.3 Agreement:** sale contracts and supply contracts made between Logipix and the Client, see Section 2.2

**1.4 Client:** any natural person or legal entity that is a qualified installer of Logipix and that orders products from Logipix, enters into sale or supply contracts with Logipix in respect of the Product, or uses the services of Logipix. Distributor shall also be deemed a Client. Logipix does not sell Products directly to end users.

**1.5 Product:** The goods sold by Logipix as described in the Product Description.

**1.6 Product description:** the current publication stating the detailed description, prices, functions, available types, brief technical description of the Products for information purposes.

### **2. Scope of the GTC**

**2.1** These GTC enter into force on 1 July 2016 and shall be valid until revoked or amended.

**2.2** Previously published policies and GTC of Logipix are hereby superseded and shall be applicable solely to purchase orders placed during their effective periods. These GTC apply to the following transactions signed and services rendered by Logipix, provided that Logipix signs them after the effective date of these GTC:

- a.) Sale of Products developed or distributed by Logipix;
- b.) Ad-hoc or regular supply of Products made by Logipix on custom orders;
- c.) Assembly and/or commissioning of Products distributed or developed by Logipix;
- d.) Transformation, repair of Products previously sold by Logipix;
- e.) Price quotations submitted by Logipix, purchase orders placed by the Client, confirmation thereof, etc.

(hereinafter collectively: **Contract(s)**)

The terms of these GTC shall be incorporated in Contracts made by Logipix either verbally, in writing, or as implied by conduct, in respect of the transactions listed above, without this being stated expressly, unless Logipix and the buyer of the Product or user of the service (hereinafter collectively: **Client**) agree otherwise in writing.

- 2.3** Any general terms and condition the Client may have shall not be applicable to the Contracts.
- 2.4** The Client confirms knowledge and acceptance of the provisions of these GTC by signing. The GTC shall be applicable to the Client even in absence of the Client's signature, if the Client has learned them and accepted them verbally or as implied by conduct. After acceptance of the GTC, the GTC, as effective from time to time, shall be applicable to all future business relationships between the Parties. The applicability of the GTC shall be beyond dispute if the parties had previously had a contract, performed order or had applied the GTC even when the express and/or written acceptance of the GTC did not take place expressly at the time of that specific order.
- 2.5** These GTC shall supersede any prior agreement, offer, condition between the Parties applicable to the supply or purchase of the Products, except for the provisions of a custom Contract. The Parties may deviate from the contents of these GTC in the custom Contract; however, they must stipulate every deviation in detail in writing in the Contract. Unless otherwise stipulated or in the case of an incomplete stipulation, provisions of these GTC shall apply.
- 2.6** Matters not regulated in these GTC shall be governed in particular by provisions of Act V of 2013 on the Hungarian Civil Code and the provisions of Government Decree 151/2003 (IX.22.) on mandatory warranty for certain durable consumer goods.
- 2.7** Logipix shall be entitled to amend these GTC unilaterally. Logipix shall publish any amendment or revocation of these GTC on its website.

### **3. Creation of the Contract. Purchase order.**

- 3.1** The Contract may be created in writing (the Parties shall regard contracts created via fax and e-mail as contracts created in writing) and verbally in accordance with this section. At the Client's request, Logipix shall make a binding offer in respect of Products or services requested by the Client. The binding nature of the offer upon Logipix shall expire on the earlier of the 30th day following the submission of the offer or the day when the offer is rejected. Logipix may determine a shorter binding period of its offer in respect of a given offer.
- 3.2** The Contract is created between Logipix and the Client if
- a.) the Client accepts an offer made by Logipix;
  - b.) the Client otherwise orders a Product or service from Logipix and Logipix accepts

(confirms) the order; or if

- c.) the Client purchases a Product of Logipix and transports it immediately or effectively uses its service (immediate performance), in which case the confirmation shall be substituted by the delivery note and/or the invoice.

**3.3** In the interest of creating the Contract, statements may be made verbally, in writing, or implied by conduct. If the Client accepts and/or signs the invoice issued by Logipix, this shall attest that the Contract has been created.

**3.4** In its purchase order, the Client must state the parameters of the Product based on which it can be identified (description, type and article number, or other identification data), its quantity, delivery date and place of supply requested. Logipix shall not be bound by the delivery date indicated by the Client, and may disregard it without any consequence and notification. If Logipix confirms the purchase order on different terms than stated in the purchase order, this shall qualify as a new offer and therefore no Contract is created. The Contract shall be created through the Client's written acceptance of this new offer.

**3.5** Purchase orders may be placed personally at the head office or other place of business of Logipix, by e-mail to the e-mail addresses of contact persons known to the Client, by fax ((+36)1 414-0913), and following the implementation of the technical conditions, via the online interface (www.logipix.com).

**3.6** Logipix may change the prices stated on its price lists or offers without prior notification, except if it specifically defined the validity term of the prices in the price list or offer itself. Logipix shall be obliged to communicate any price changes in the confirmation, which shall be deemed a new offer with a different content than the purchase order, thus in order for the Contract to be created, it must be accepted by the Client. Logipix shall be entitled also to change the Products or range of Products.

#### **4. Performance date**

**4.1** The performance date shall be stated in the accepted written offer or the confirmed purchase order. In the absence of a written agreement to the contrary, the performance deadline is 90 (ninety) days, and in case of doubt, it shall be the Client's duty to prove that a shorter performance date was stipulated. If performance is to take place on the performance deadline stated in the Contract, Logipix shall not be obliged to inform the Client separately about the date of performance; at the same time, in the event of early performance, it shall have an obligation to provide prior notification.

**4.2** The performance date shall be extended by any periods of time during which the Client does not perform its own obligations, in particular if it is late with the payment of any advance on the purchase price agreed, or communication of any information necessary for performance. If the Client has any unpaid overdue debt, Logipix shall be entitled to refuse performance until the

Client pays its overdue debt. Logipix shall be entitled to cancel this Contract if it has provided a reasonable deadline for the Client to settle the overdue debt, but such deadline lapses without payment. If Logipix comes into the possession of credible information that bankruptcy or liquidation proceedings, or enforcement procedures have been initiated against the Client, it may claim back from the Client the value of any goods already delivered, regardless of the payment term; in the case of purchase orders not performed yet, Logipix shall be obliged to perform solely if the Client has paid the purchase price in advance. For the duration of the Client's delay with the payment, Logipix shall be entitled to halt or suspend any further deliveries to the Client, and may make the commencement of further deliveries conditional upon the provision of a security.

- 4.3** If Logipix does not perform the delivery until the time agreed in writing, the Client may cancel the contract, after granting Logipix an additional deadline of at least 15 (fifteen) days. In the case of late performance, Logipix shall not be obliged to pay liquidated damages; however, it shall be obliged to compensate any properly certified direct damage of the Client arising from such delay and directly connected therewith, as a value reduction of assets incurred. The obligation of Logipix to provide compensation shall not extend to any loss of profit or consequential damage in any case. The Client is obliged to report to Logipix any claim for damages in respect of the delay within 15 (fifteen) days following the performance. If such deadline for reporting is missed, the obligation of Logipix to provide compensation shall cease, claims raised past such deadline fall under the statute of limitation.

## **5. Conditions of performance**

- 5.1** If Logipix may only perform the purchase order with technical or delivery terms different than the conditions stated on the purchase order, it is obliged to notify the Client immediately about this fact. Client is entitled to cancel the purchase order within 3 days following the receipt of such notification. If the Client cancels the Contract because of an intended deviation communicated at least 8 days before the deadline for performance, it shall not be entitled to compensation. Moreover, Client shall not be entitled to compensation if the intended deviation does not essentially change the quantity and quality of the Product or service ordered.
- 5.2** Logipix is entitled to employ a collaborator or subcontractor for the performance of the Contract even without the Client's consent, and shall be liable for their performance in the same way it is liable for its own performance.
- 5.3** Until the full payment of the purchase price specified in the Contract, Logipix retains ownership of the Product sold. The Contract shall be performed upon the delivery of the Product or rendering of the service and payment of the purchase price. Delivery of the product shall also be the date on which the risks are transferred to the Client. If the Client is late with the acceptance of the Product ordered, the Contract shall be deemed to be performed in a timely manner.
- 5.4** In the case of Software sale, the delivery of software patches within the same release version within 1 (one) year following the sale shall be part of the contractual performance. Delivery of

software patches shall take place via the website [www.logipix.com](http://www.logipix.com); Logipix shall be entitled to unilaterally determine its date based on its own developments; any new updates performed at the Client's separate request shall be deemed to be a new purchase order, under a separate Contract.

- 5.5** Unless otherwise agreed, the Client is obliged to transport the Product itself from the seat of Logipix as indicated above (EXW Incoterms 2010 term). In this case, risks shall be transferred to the Client at the time when it has picked up the Product or when it was loaded on the transport vehicle of the Client (or its contracted transporter). If the Client is late with the acceptance of the Product ordered, the risks shall be transferred to the Client on the 5<sup>th</sup> (fifth) day of the delay. Starting from such date, any cost relating to the Product, in particular the costs of storage, shall be borne by the Client.
- 5.6** The Client is obliged to arrange for taking over the Product. The Client's representative showing up shall be deemed to be a person authorised to receive the Product, who has a right to receive the Product and sign the delivery protocol or delivery note and other documents. If the Client does not take over the Product at the time agreed in advance or does not allow the performance of the service ordered, it is obliged to compensate Logipix for any damages arising therefrom. In the case of Software, the software (including any component, update, patch, new release, etc.) shall be deemed to be delivered when made available (by indicating the download instructions), except if Logipix previously undertook to install it, in which case delivery shall be performed when Logipix has installed it, and the place of supply shall be the seat of Logipix.
- 5.7** Logipix shall not be liable if it is late with the delivery or rendering of the services because of force majeure. "Force majeure" shall mean any cause, circumstance or event outside the reasonable control of Logipix, regardless of whether or not it was foreseeable at the time of the agreement, as a result of which Logipix cannot be reasonably expected to meet its obligations, including any force majeure affecting a supplier of Logipix. For the duration of the force majeure and in proportion to its effect, Logipix shall be exempted from performing its obligations. As far as reasonably possible, the parties are obliged to notify each other immediately and, acting in good faith in respect of their existing obligations, to adapt them to the changed circumstances. In these cases, the Client shall be entitled to cancellation only if more than 30 (thirty) days passed after the agreed performance date. Before such date, the Client shall be entitled to cancellation only if Logipix has notified it in writing that it is not or shall not be capable of performing the purchase order. The aforementioned limitation shall no apply to deliveries scheduled for a fixed date. If the manufacturing of the Product cannot be reasonably expected on account of force majeure or strike, Logipix shall be exempted from its obligation to deliver and shall be entitled itself to cancel the Contract.
- 5.8** Upon the delivery of any Product, Logipix shall be obliged to deliver the following documents to the Client:
1. In the case of mandatory or voluntary warranty, the warranty certificate
  2. Licence keys for the Software

A technical description and/or operating instructions, if applicable, shall be provided by Logipix to the Client in print version upon separate request. Technical descriptions and operating instructions may be downloaded from the website of Logipix (Download menu).

## **6. Guarantee**

- 6.1** Logipix undertakes guarantee in respect of the Products - with the following exceptions - for 24 (twenty-four) months following the date of receipt. Guarantee for batteries and HDD shall be 12 (twelve) months. Logipix does not undertake guarantee for software applications.
- 6.2** With the exception of software, the rules of mandatory warranty (liability for latent defects) shall also apply to the Products: Logipix warrants that the Product is free from manufacturing defects and material errors.
- 6.3** A condition of the guarantee and warranty shall be that the commissioning of the Product must be performed by an expert qualified by Logipix. Guarantee and warranty shall be lost if the Product has been used inconsistently with its intended purpose; if the rules of the technical description or operating instructions were violated; if the Product has been damaged in any way either deliberately or by negligence; if any other person besides Logipix had access to it, opened it, transformed it, altered it, repaired it, replaced a part on it or attempted such things, or caused damage in it itself; or if the conditions necessary for the operation of the Product (e.g. uninterrupted power supply, appropriate temperature, humidity, absence of dust, recommended software and hardware environment) were not ensured, or the Product was subjected to extraordinary load or external or natural (physical, chemical, extreme temperature, radiation, vibration, discharge, etc. - induced) impacts. The Client shall not be entitled to raise a guarantee or warranty claim until it has fully paid the purchase price of the Product to Logipix.
- 6.4** The Client is obliged to report guarantee or warranty claims immediately after noticing the cause. Logipix shall not accept any liability for further damages caused by late reporting. Logipix solely shall be entitled and obliged to perform the warranty-related repair work. Logipix shall be entitled to decide whether it performs the repair at the Client's site or at its own site. Unless otherwise requested or instructed by Logipix, it is the Client's obligation to deliver the Product to the Logipix site. This obligation includes the dismantling of any Products built in previously. If the guarantee or warranty obligation does not arise because any condition mentioned in Section 6.3 occurs, the Client shall be obliged to bear the cost of uninstallation and installation, repair and delivery.
- 6.5** If the Client has sold or delivered the Product to an end user, the Client shall be entitled to raise only such claims against Logipix as the end user has raised against the Client. Client shall not be entitled to enforce warranty claims against Logipix if the Client has to take the Product back because the Client failed to properly meet its obligation to repair or replace, including missing the time limit for such repair or replacement because of the Client's fault. Logipix shall be obliged to compensate Client's costs incurred on account of warranty claims raised by the end user only if the Client has notified Logipix in advance in writing about the end user's warranty

claim, the planned warranty remedy and approximate costs associated, and Logipix did not object to this.

- 6.6** Client shall be obliged to ascertain, before placing the purchase order, that the Product is suitable and fit for the purpose it plans to use it for; deciding this shall be the Client's responsibility and no warranty claims may be raised in respect of this aspect. It is the Client's duty to check that the Product ordered has no quantitative and obvious quality defects, immediately following receipt. The Client is obliged to report in writing to Logipix, immediately in the case of receipt at the head office or within 24 hours in the case of transport, if the Product has any quantitative or other obvious defects. In the event of failure to do so, the Client shall not be entitled to enforce its claims arising from quantitative or quality defects of the Product. If in the event of transport, the Product packaging is damaged, incomplete or defective, the Client is obliged to draw up a report recording this fact prior to the receipt, and shall be entitled to take over the Product only if such report is signed by the transporter. The Client is obliged to notify Logipix about any damage, deficiency or defect of the packaging immediately in writing.
- 6.7** The combined value of Logipix's warranty obligation and liability for compensation may not exceed the purchase price of the Product purchased. The aforementioned limitations shall not apply to the case of damages caused wilfully or by gross negligence or by a criminal action, or for damages caused to life, physical integrity, or health. Prices of the Products and services were determined with due consideration of the limitation of liability in this section.

## **7. Purchase price**

- 7.1** The purchase price of the Product bought or service used by the Client shall be the price stated in the accepted offer or confirmed purchase order plus the applicable VAT rate. Unless otherwise agreed, the purchase price does not include any commissioning, installation costs or packaging, mailing, shipping, other delivery, or insurance costs.
- 7.2** If no separate payment agreement has been made between Logipix and the Client, all invoices issued by Logipix in respect of the purchase price of all Products or services shall be payable simultaneously with the performance, in cash on site or by prior bank transfer in HUF into Logipix's bank account indicated on the invoice. The Client shall not be entitled to set off anything (in particular warranty, statutory warranty, compensation, etc. claims) against its debt in respect of the purchase price.
- 7.3** Payment shall be deemed performed on the day on which the purchase price has been paid in cash in full or credited to Logipix's bank account in full. In the event of late payment, default interest shall be 10% (ten percent) per annum. Logipix reserves the right to claim its damages incurred in excess of the amount of the default interest and the flat-rate collection fee stipulated by law. Logipix shall be entitled to recognise payments primarily as pertaining to the Client's older overdue debts, according to the provisions of the Hungarian Civil Code.

**7.4** Logipix shall be entitled to authorise its returning customers to make payment by subsequent transfer. In this case, payment shall be due within 10 (ten) calendar days following the performance, by bank transfer into Logipix's bank account number stated on the invoice. Logipix shall be entitled to freely decide on whether to authorise payment by bank transfer or to revoke such authorisation, and shall not accept any liability for any damages arising from such decisions.

**7.5** If the Client resells a Product it has not yet paid for to a third party, it acknowledges that it shall assign, in the event of any late payment by Client for a purchase order placed with Logipix, its purchase price receivable from the third party to Logipix in the amount corresponding to its purchase price debt to Logipix, and Logipix shall accept such assignment. The Client shall be obliged to notify the third party about the fact that it may pay the part of the purchase price to which Logipix is entitled solely directly to Logipix. Client's obligation to pay the purchase price shall be joint with the third party.

## **8. Copyright protection of the Software**

**8.1** The Client shall be entitled to use the software sold by Logipix solely in accordance with the terms of the use licence signed with Logipix. "Purchasing" the software means an end user licence for the Client, and shall not confer any other use rights upon the Client, in particular the Client shall not be entitled to multiply the software, or grant any third party the right to use it, or to transfer it to another party.

**8.2** Client's user right in the software purchased shall not be exclusive.

**8.3** Client may use *firmware* (hardware-tied, pre-installed) software exclusively on the equipment for which it has purchased it. Unless otherwise agreed, this shall be the device on which the Client (or, if such an agreement has been made, Logipix) installed the software for the first time. Unauthorised installation of the software on another device or system may result in the loss of guarantee and warranty applicable to such Product(s) and may give rise to Logipix's right to claim an extra user fee. In the case of user software, the number of installations specified in the user agreement shall be allowed, thus the user software may be reinstalled to another suitable device with due consideration of the quantitative limit.

**8.4** The Client bears full civil liability for compensating damages and costs incurred by Logipix, arising from the violation of its existing rights associated with the software, with due consideration of copyright provisions, as well.

## **9. Cancellation of the Agreement**

**9.1** In the case of standard products, if Logipix does not perform the purchase order immediately,



the Client may cancel the Agreement without legal consequences at a time preceding the deadline set for performance by at least 8 days. In the case of cancellation within 8 days before the deadline set for performance, the Client shall be obliged to pay 80% of the total purchase price as forfeit, in accordance with the provisions applicable to the payment of the purchase. In respect of Products manufactured specifically according to the Client's custom requirements, cancellation shall not be possible after Logipix has started the performance or its preparation.

- 9.2** Logipix may cancel the Agreement if the Client does not take over the Product within 30 (thirty) days following the deadline for performance. In this case, Logipix shall be entitled to sell the Product to another party. If Logipix sells the Product to another party, the Client shall be obliged to pay liquidated damages corresponding to 20% of the original purchase price. If Logipix does not exercise its right to cancellation, the Client shall be obliged to pay the total purchase price (and interests) according to the Agreement, regardless of not taking it over, and shall be obliged to compensate Logipix for any other losses and expenses incurred.
- 9.3** In the case of payment more than 30 (thirty) days late, Logipix shall be entitled to cancel the Agreement and claim the return of the Product and compensation from Client. In the case of such default, Logipix shall be entitled to cancel other Agreements it may have with the Client, or even to terminate them with immediate effect, without any obligation to compensate for losses possibly arising therefrom.

## **10. Liability**

- 10.1** Logipix shall be liable solely for damages caused by it or its agent wilfully or by gross negligence. Logipix excludes liability for minor negligence, compensation claims in respect of indirect damages, loss of profit or other financial losses of the Client, regardless of whether based on breach of contract, tort or otherwise. Logipix's liability based on any claim raised by the Client shall not exceed the purchase price of the Product in any case. The aforementioned limitation of liability shall not apply to damages caused wilfully or by gross negligence or to damages caused to life, physical integrity, health or to liability for damages caused by a criminal action, or product liability.
- 10.2** The Client acknowledges and accepts that internet use involves certain risks. Logipix does not accept any liability for any data loss, operational failures, programme errors, violation of personal data or other secrets occurring because of using the internet, or for the consequences of any damages or crimes committed by third parties over the course of using the internet, other damages.
- 10.3** Logipix expressly excludes its liability for late or defective performance occurring on account of events that fall within the scope of force majeure, or for the frustration of the performance of the Agreement for such reasons. Force majeure shall include in particular any extraordinary weather conditions, natural disasters, epidemics, strikes, war, riots, unforeseeable decisions of the central or local government, failures in power supply or internet service, etc.

**10.4** Logipix shall be bound exclusively by the prices stated in its offer addressed to a certain Client, and solely for the one occasion mentioned in the offer, and neither the Client mentioned in the offer, nor a third party may found any rights or claims on such prices following the performance of the Agreement created in accordance with such offer.

## **11. Other provisions**

**11.1** The parties shall seek to resolve their disputes amicably by negotiation. In order to resolve any disputes arising from this Agreement or the content of these GTC that may not be resolved by out-of-court negotiations, the Parties shall submit themselves to the exclusive jurisdiction of regular Hungarian court with the mention that the court competent over the Logipix head office shall proceed. The Parties expressly state that the interpretation of the Agreement and the GTC, as well as the resolving of any disputes shall be governed by Hungarian laws, with the exception of conflict-of-laws rules, at the same time they exclude the application of the provisions of the Vienna Convention (CISG).

**11.2** Logipix keeps a record of its former customers' data, provided to it voluntarily, in order to subsequently certify the existence and performance of the Agreement, as well as for its own marketing purposes; by accepting these GTC, the Client consents to this. Logipix shall be obliged to treat the Clients' data in accordance with effective applicable data protection laws, and in particular to keep them secret from any third parties, at the same time, in procedures relating to the Client, the consultants and collaborators (accountant, lawyer, debt management agents, etc.) of Logipix shall also be entitled to know this data. Client shall be entitled to request Logipix to rectify or erase its data any time in writing, and Logipix shall be obliged to comply with such request immediately. Client represents that in respect of any personal data provided to Logipix it hold the consent of the data subject in accordance with effective data protection laws.

**11.3** The Parties undertake an obligation to treat confidentially the existence of the price offers and purchase orders, these GTC and the Agreements and terms thereof, as well as any trade secret they have come into possession of over the course of the performance of these GTC and the Agreement, shall not make them accessible and shall not disclose them to third parties. Trade secret shall mean any fact, information, solution or data relating to the parties' economic activity whose disclosure, possession or use by unauthorised persons would violate or compromise either party's legitimate financial, economic or market interests.

**11.4** Logipix reserves its rights pertaining to intellectual creations and/or its rights held under copyright in respect of the Product, price offers prepared by it, plans and other documents. The Client may make such documents accessible to third parties solely based on Logipix's prior written consent, and even in this case, only without any alteration and with the exact indication of the source, in accordance with the terms of the consent.

**11.5** If any provision of these GTC or of any other agreement is or becomes invalid, the invalid parts

shall not affect the validity of other provisions or agreements. The Parties represent that such provisions must be replaced with provisions that are closest to the economic purpose contemplated by the Parties.

- 11.6** The Client may assign its rights and obligation under these GTC or the Agreement to a third party solely with Logipix's prior written consent.

Budapest, 07.01.2016