

<b>EUROGATE EcoTor</b>	
<b>EUROGATE 2000 Kft.</b>	
Kis- és Nagykereskedelem: 2013 Pomáz, Ipartelep Ipartelepi utca Levél cím: 2013 Pomáz, Pf. 133. <a href="http://www.eurogate2000.hu">www.eurogate2000.hu</a>	Kiskereskedelem: Tel.: (06-26) 525-072 Fax: (06-26) 341-178 E-mail: <a href="mailto:eurogate@eurogate2000.hu">eurogate@eurogate2000.hu</a> Nagykereskedelem: Tel.: (06-26) 540-174 Fax: (06-26) 341-178 E-mail: <a href="mailto:nagykeriroda@eurogate2000.hu">nagykeriroda@eurogate2000.hu</a>
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## RULES OF PROCEDURE

### GENERAL TERMS AND CONDITIONS

The EUROGATE 2000 Kft. (2013 Pomáz, Ipartelep lot Nr.3464), hereinafter referred to as Commercial Service Provider, provides their commercial services to their clients according to the regulations below:

#### 1. General Regulations

##### Legal scope of the contract

Present Rules of Procedure are generally to be applied in all matters unless otherwise agreed upon by the contracting Parties.

The Commercial Service Provider retains all rights to modify the Rules of Procedure. Any modifications will be made available by the Commercial Service Provider by displaying them at their premises open to customer traffic and on their website.

The Commercial Service Provider informs their clients about modifications of the Rules of Procedure by way of notice 30 days prior to its entry into force by displaying the modified version at their premises open to customer traffic as well as on their website.

Matters not provided for in the contract between the Commercial Service Provider and the Client are to be governed by the Rules of Procedure, the Civil Code and other relevant legal provisions in force regulating the relationship of the Commercial Service Provider and their Clients.

##### Contracting parties

In reference to present Rules of Procedure contracting parties refer to the Client and the Commercial Service Provider.

The Client is defined as a natural or legal person, or an unincorporated association to whom the Commercial Service Provider provides their sales, manufacturing and service activities.

Regulations of the Rules of Procedure apply to the sales relationship between the Client and the Commercial Service Provider.

##### Publicity of the Rules of Procedure

The Commercial Service Provider ensures the Rules of Procedure to be available and understood by their client prior establishing a business relationship.

**EUROGATE 2000 Kft.**

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Levél cím: 2013 Pomáz, Pf. 133.  
[www.eurogate2000.hu](http://www.eurogate2000.hu)



**EUROGATE EcoTor**

Építésiipari, Kereskedelmi  
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The Rules of Procedure is public and easily available to everyone by being displayed in the client area.

## 2. Pricing Policies

Prices are always listed in Hungarian Forints (HUF) and always by their net value (excl. VAT.) In case of sales abroad prices are listed in Euros (EUR).

Our prices represent the recommended retail prices. The Commercial Service Provider may confer benefits to the wholesalers by reducing the retail selling price in order to establish future business interests. Benefits shall be fixed by the Parties in a separate cooperation agreement.

Notice: Prices do not include inspection and installation costs, which may be different in case of each garage door. The extension of the electric system needed for the operation of the automated parts is also excluded from the price.

Prices listed in the contract are valid in case of a settled account within the payment period.

In the event of delay resulting from the Client's fault, delayed payment or devaluation or depreciation of the domestic currency (HUF) by over 5% within the period of signing the contract and fulfilled payment the Commercial Service Provider has the right to issue an additional invoice according to the rate of the exchange rate changes.

Unless otherwise regulated by the order, by the confirmation or by the sale/purchase contracts the prices apply as currently listed by the Commercial Service Provider.

## 3. Requesting Quotation, Placing Orders

Parties shall not be bound to request or place a quotation. The contract for purchase and sale, in which the deadline for delivery shall be fixed as a priority, turns to be binding upon receipt of the Client's written order and its written confirmation by the Commercial Service Provider. Any modification requests following the order are to be submitted within 2 working days in a written form. Modifications may affect the price and the deadline for delivery. Requests for modification after commenced production can be accepted only if production expenses incurred so far are paid by the Client.

Performance of the contract is due between the 5<sup>th</sup> and 30<sup>th</sup> working days following the ordering. The delivery's deadline may vary according to the type of ordering as to being standard or individual manufacturing.

## 4. Delivery, Reception, Storage

In case of delivery on the Client's own resources, removal of the product from the Commercial Service Provider's site is due within 10 working days after having been reported ready for delivery. Storage of the product within 10 working days will be ensured by the Commercial Service Provider free of charge. After expiry of the time limit storage will be provided on Client's request on the Client's own risk and account,

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provided that there is free storage capacity. Failing to complete delivery within the time limit or because of failing storage capacity, delivery may be organised by the Commercial Service Provider on the Client's account, who is, in turn, obliged to take product. On the Client's refusal to take the product, the Commercial Service Provider retains the right to place the product in a hired store on the Client's own account and risk. Related additional costs such as transport or handling costs shall be borne by the Client.

After the expiry of the 10 days period delivery shall be always regarded as completed. Accordingly, the Commercial Service Provider has the right to issue the invoice and the Client is bound to settle the invoice according to the payment conditions settled by the contract regardless of whether and when the delivery has been carried out.

The Cooperation Agreement between the Commercial Service Provider and the Client shall contain the conditions for delivery.

Upon reception goods shall always be itemised and checked for possible damages having occurred during transport. Subsequent complaints as to the damages occurring this way shall not be accepted.

## 5. Terms and Conditions of Payment

The default method of payment regarding retail trade is payment in cash. Individual treatment as to the terms and conditions of payments is within the competence of the Commercial Service Provider.

Conditions of payment and credit lines provided by the Commercial Service Provider to certain wholesalers shall always be included in the Cooperation Agreement.

In the event of delayed payment the Client is liable to pay the default interest as regulated in the contract. The sums received from the Client will be accounted as follows: actual default interest, costs relating to the recovery of claims, oldest liabilities respectively.

In case of potential warranty problems the Client is entitled to withhold only the sum equivalent of the amount of the defect. Undue withholding of any sum shall be regarded as delayed payment, for which a default interest shall be charged by the Commercial Service Provider.

The Commercial Service Provider reserves the right to resell their outstanding amounts.

## 6. Maintenance, Warranty

The Commercial Service Provider provides the Client with the certificate of guarantee as well as instructions for installation and maintenance upon submission of the invoice. The Client is bound to meet the instructions written in the above mentioned documents otherwise the warranty shall be rendered void.



Terms and conditions of warranty will be detailed in the Certificate of Guarantee also available in the client areas as well as on the firm's official website.

On the Client's request the Commercial Service Provider provides a quotation for a contract of maintenance, of which detailed conditions will be settled by the Parties in a separate contract.

## 7. Complaints

The Commercial Service Provider can be informed by the clients about possible complaints in the following ways:

- by post: 2013 Pomáz, Pf. 133. (PO BOX)
- via e-mail: [order@eurogate2000.hu](mailto:order@eurogate2000.hu)
- in person: 2013 Pomáz, Ipartelep, lot Nr. 3464.

## 8. Force majeure

In case of force majeure (events, that are unforeseeable and do not occur as a result of the clients' fault such as war, strike, natural disaster etc.) when fulfilment of orders by Commercial Service Provider is impossible or highly delayed their liability regarding fulfilment is for the period of these exceptional circumstances dispensed. Upon continuous existence of these exceptional circumstances extending longer than one month the Commercial Service Provider is entitled to terminate the contract. If obstacles are eliminated Parties may sign a new contract. In this case the Commercial Service Provider is not liable to payment of compensation.

## 9. Right of Withdrawal, Maintenance of Property Rights

In the event of the Client's insolvency the Commercial Service Provider is entitled to terminate the contract partly or entirely. In this case the Commercial Service Provider is not liable to payment of compensation.

Property rights shall be maintained by the Commercial Service Provider as long as the total amount invoiced relating to the goods is not settled completely. In the event of the Client's liability exceeding the deadline of payment by 60 days and/or a winding-up proceeding is initiated against the Client the Commercial Service Provider is entitled to occupy the goods and to assign extra expenditures incurred to the Client.

## 10. Jurisdiction of Court

Parties wish to settle any of their disputes by reaching an agreement if possible. In the event of legal proceedings between the Client and the Commercial Service Provider Parties agree on the exclusive jurisdiction of the Szentendrei Városi Bíróság among other local courts and accept its final judgment as binding.