

General sales, delivery and payment conditions

The general sales, delivery and payment conditions for accomplishments /manufactured product, sold goods, services/ delivery and sale made by Mayer Hw & Sw Kft. For any agreement, contract or commitment differing from these conditions, our written permission is needed. If the Contracting party or Customer suggests different conditions, it must be fixed in a case contract in written, validated by the authorized signature of the members.

1. **Offers and prices:** The goods and services available in our range of activity are free prices. We consider our prices marked in our offers binding /if no other time considering this topic mentioned in the offer/ for 30 days. In case of the inflation of Hungarian Forint "HUF" exceeding 5%, our offers considering prices automatically lose their validity.
2. **Completion date:** The completion dates in our offers are to inform only. We guarantee an exact deadline when legitimating the Contracting party's order or making contract. Claim for damages can't be validated against us if the delay is less than 8 days in case of sales, and less than 30 days in case of services and manufacturing. For delays imputable to the Contracting party, results the modification of the deadline. We reserve the right of pre- and part deliveries and billing.
3. **Receiving orders:** Receiving and legitimating orders can happen orally or in written. For agreements made orally, always Mayer Hw & Sw Kft.'s general sales, delivery and payment conditions are valid.
4. **Prices:** Our base prices concern the outgiving from our site placed in Gyöngyös. Different prices must be fixed in a written contract, especially in appliance of custom extra charge or price cutting of large series.
5. **Delivery, giving out:** Delivery or giving out takes place only for the Customer's request. We reserve the right of delivery at the Contracting party's expense. If the Customer does not specify shipper, then we choose the most favourable shipper by ourselves. Any damages noticed during the reception, must be certificated in written, and delivered, appended to the damage report immediately.
6. **Packaging:** All the expenses concerning transport and dispatch weight the customer. The packaging expenses are invoiced to the Contracting party at cost price. If not specified, we reserve the right to choose the most appropriate way of packaging.
7. **Invalidating orders, receding contract:** In case of heavy neglect imputable to us Contact party can recede from the contract, invalidate orders, request claim for damages against us at the extent defined by law. Receding contract or invalidating order for any other reasons without granting the sufficient financial consequences for our costs, is not possible. The receding from projects completed or in progress is only possible with our prior written acceptance, in lack of any other agreements. It can only be validated if all of our costs are refunded. We assure repayment obligation for the advances granted until the recede of the contract or the invalidation of the order. We repay all the costs exceeding the 30% of the gross price of the project. This payback occurs after we give out all the completed and semi-completed parts in relation of the project.
8. **Reclamation:** Reclamations can only be accepted if delivered in 8 days after the arrival of the product. In this case, the all-time general legitimate deadlines and regulations are to be taken in consideration. If we find the objections rightful, and the product can't be repaired, then we oblige ourselves to replace it with another one. If the repair or the change did not happen and we accepted the objections, the customer can present a request for deterioration.
9. **Warranty obligations:** The warranty period for products manufactured by Mayer Hw & Sw Kft. is the 12 months proceed from the purchase. We repair factory defect devices free. Warranty repairs take place in our facility, where the malfunctioning parts must be transported or sent prepaid. For errors occurred by non-proper use, break, unauthorized or inefficient interference, elemental damage, modifications, improper storage etc. the warranty is terminated. Concerning normal wear off or problems caused by forbidden electrical fluctuation, the free repair service is not available.
10. **Payment conditions:** For payment conditions determined for sold goods and services given by us, always our pre defined conditions or the concerning arranged validated contract is prevalent. If the customer pays by transfer or debit, the deadline for balancing the account is 8 bank days. In the case of payment delays, we charge the Customer a default interest at the price of twice the central bank base rate. If the Customer or Contract party has payment difficulties (e.g.: disposal, bankruptcy), or had payment delays during the previous deliveries, we have the right to request pre-pays or pays in cash for not fulfilled orders as well. In this case we reserve the right for withdrawing from the delivery contract. Balancing the account is the duty of the Contract party, even if the Contract party and the recipient is not identical. Therefore in case of different recipient, we only deliver the goods if authorized by the contact party, which means the contract payment guarantee as well.
11. **Ownership:** While the whole price of the product, given out goods or service has not been pay to us, it's completely our property. The usage, estrangle, process or resell of the mentioned above can only happen if the invoice is completely settled by Contract party. Before balancing our account, the contact party is not authorized to give the mentioned possessions to a third person as insurance or pawn, or resell. In case of bankruptcy or disposal, or any other cases that results the restriction of our rights, the Customer is obligated to contact us immediately.
12. **Disputes:** In case of dispute, the party shall obey the competence of Heves megyei bíróság (court of Heves county), Eger. In all cases the existing directions of the civil code are prevalent.