



Consulting Developing **Packaging**

General Terms and Conditions

*Knüppel Csomagolástechnika Korlátolt Felelősségű Társaság /
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Retrievable and downloadable under: <https://www.knueppel.hu/downloads/gtc>

1. Scope of Application

- 1.1. These General Terms and Conditions (“GTC”) apply to all business relationships of Knüppel Csomagolástechnika Korlátolt Felelősségű Társaság [Knüppel Packaging Limited Liability Company] (headquarters: East Gate Business Park B2.1. ép., H-2151 Fót; company register number: 13-09-190377; hereinafter referred to as “Enterprise”) with their buyers, clients and customers (hereinafter referred to as “Customer”), and thus applies in particular to the contracts to be concluded, the negotiation of contracts and the related offers. These GTC shall apply regardless of the way the Customer placed an order with the Enterprise.
- 1.2. The GTC are only applicable if the Customer qualifies as an enterprise pursuant to Article 8:1 Section (1) Item 4 of Act No. V of 2013 on the Civil Code (hereinafter referred to as “Ptk.”). These GTC apply in particular to contracts on selling and/or delivering products (hereinafter referred to as “Product”) regardless of whether the Enterprise produces the Product themselves or purchases it from a supplier. Purchasing and buying via the www.Knueppelshop.de constitute exceptions from the scope of applicability of these GTC, as different general terms and conditions apply thereto. These GTC apply to the whole of the business relationship established with a given Customer, i.e., all sale and purchase contracts and delivery contracts between the Enterprise and the Customer without the necessity of having to advise the Customer thereof in connection with each new order or contract following the establishment of the business relationship.
- 1.3. Conditions or provisions deviating from the terms and conditions set out herein may only be applied if and insofar as the Enterprise has expressly agreed upon the respective condition or provision with the Customer in writing in a separate individual contract, and even in that case, the condition or provision deviating from the GTC shall only be applicable to the separate individual contract containing it. Apart from the afore-said the terms and conditions set out herein shall apply to any agreement validly made or to be concluded in the future with the Customer.
- 1.4. The Customer herewith acknowledges that the Enterprise expressly excludes the application of any other general terms and conditions different from the GTC that the Customer might refer to / apply. If the Customer refers to their own general terms and conditions, those will be replaced by the rules of these GTC, and no provision of the Customer’s general terms and conditions shall become applicable between the Parties (including in particular the provisions regarding the delivery of Products supplied on the basis of these GTC).

2. Conclusion of Contract

- 2.1. The Enterprise's offers do not have a validity period, except if the Enterprise states the validity of an offer in that offer. The Customer's legal statement expressing their agreement with the Enterprise's offer does not qualify as acceptance by the Customer, even if it only contains supplementary or different conditions that are not material issues.
- 2.2. The Customer's ordering of Products, whether on the phone, by fax or E-mail, qualifies as a binding contractual offer. Unless the order contains deviating provisions, the Enterprise is entitled – but not obliged – to accept the contractual offer within 2 (two) weeks of receipt by the Enterprise.
- 2.3. The Enterprise confirms orders – at their own discretion – either in writing (including a reply by E-mail) or by delivering the Product to the Customer. Further agreements, changes and conditions arising in connection with fulfilment shall always be sent to the Enterprise in writing (in an E-mail to the Enterprise's customer service or in a regular letter to the Enterprise's headquarters), which only becomes part of the contract if accepted by the Enterprise in writing.
- 2.4. After the Customer has announced Products orally over the phone, the Enterprise – by individual consideration – either accepts the order or requests its being submitted in writing. If the Enterprise requests confirmation of the oral order in writing the Customer shall confirm it in writing (in a letter, by fax or by E-mail) within 1 (one) working day. If the Customer does not confirm their order placed in this way the Enterprise may – at their own discretion – refuse fulfilment of the order or fulfil it according to the information received orally. Prior to ordering, the Customer shall check the price and the technical parameters of the Products. The Customer shall be solely responsible for any incomplete, incorrect or inaccurate order.
- 2.5. The minimum quantity the Customer can order is 1 (one) pallet of Products. Deviations herefrom require the Enterprise's express consent.
- 2.6. The contract between the Enterprise and the Customer is concluded pursuant to these GTC if the Enterprise accepts the order placed by regular mail, by fax or by E-mail, or confirms the order placed orally, or the Customer accepts the Enterprise's offer provided with a validity period in writing, by fax or by E-mail.
- 2.7. After concluding the contract, the Customer is obliged to take over the Products from the Enterprise.
- 2.8. Designs, images, design drawings, calculations, dimensions, capacity and weight data, performance information, models and any other information – regardless of whether they are displayed in their catalogue, their brochure, their advertisement or on their website – are as accurate as possible, however, the Customer must not fully rely on their accurateness and completeness, unless the parties have expressly agreed so in writing. Such information does not by itself qualify as features regarding the Products to be delivered and does not warrant features or the useful life of the Products to be delivered by the Enterprise. Furthermore, such information cannot serve as a basis for submitting damage claims against the Enterprise.

3. Delivery

- 3.1. In absence of different information, handing out of the Products shall be at the Enterprise's warehouse which is also the place of fulfilment. On the Customer's request and at their cost, the Products can also be delivered to a different place of destination (sale by delivery).

Unless the parties have agreed otherwise, the Enterprise is entitled to determine the way of shipment (e.g., the transport company and the packaging). If the parties agree upon “delivery free of charge”, this conforms to the CPT parity of Incoterms 2020.

- 3.2. The agreed delivery date is the day on which the Products shall be delivered to the Customer. In case of sale by delivery, the Enterprise is entitled to deliver the Products as long as 1 (one) week before this deadline, with the Customer accepting such advance delivery. As a general rule, if the parties have not expressly agreed upon a specific delivery deadline, the Enterprise shall deliver the Products within the delivery period they indicated. However, the delivery deadline can be extended if (i) the Product ordered is supplied from a warehouse of the Enterprise’s group of companies that is located abroad or if (ii) the supply of the Products ordered is delayed due to a reason in the sphere of the Enterprise’s supplier. By placing the order, the Customer declares that they have expressly acknowledged the foregoing information and that they are not entitled to compensation for losses and damages that may arise from the extended delivery times, nor to deny acceptance of the Products.
- 3.3. If the Enterprise needs documents or data from the Customer for manufacturing the Products, having them manufactured or purchasing them, or some other kind of collaboration by the Customer is required, the handing over of the Product at the delivery warehouse or – if the parties so agreed – delivery to the Customer is extended by the length of time by which the Customer is late in providing the required documents or with any other collaboration. If the Customer’s default is longer than 15 (fifteen) days, the Enterprise is entitled to rescind the contract or terminate the contract and assert their damages related thereto.
- 3.4. If the handing over at the delivery warehouse or the delivery of the Product does not take place by the deadline due to a reason attributable to the Enterprise, the Customer shall send to the Enterprise a written request stating a reasonable extended deadline of at least 10 (ten) days, in case of the special scenarios described in Item 3.2 an extended deadline of at least 30 (thirty) days. The Enterprise only falls into default after the reasonable extended deadline set by the Customer has expired. Prior to this deadline, the Customer is not entitled to claim compensation for their losses or costs (in the special cases pursuant to Item 3.2 not even then), or refuse to accept the Products ordered, or to terminate the contract. Following expiry of the reasonable deadline granted, the Customer is entitled to terminate the contract.
- 3.5. A prerequisite for delivery by the Enterprise is that the Customer meet their obligations according to contract and by the deadlines. The Customer shall obtain all documents and permits required for the Enterprise’s fulfilment (if necessary) or, respectively, provide them to the Enterprise or, respectively, the persons acting on their behalf, to the extent necessary. The Enterprise will not start delivery until they have received all documents and permits to be obtained by the Customer requested as necessary for their fulfilment and/or the Customer has met their contractual obligations by the time of delivery.
- 3.6. In case of vis major events – such as standstill, shortage of raw materials, import or export restrictions or government measures caused by fire, flood or similar events – and unforeseeable unexpected incidents that could not be averted by the Enterprise – such as defects of the production facility and the equipment, non-performance, late delay or suspension of delivery, lack of energy or manpower, standstill caused by strike or other difficulties regarding delivery, traffic restrictions –, the Enterprise – if such events hinder them in fulfilment by deadline and according to contract – is entitled to extend the delivery deadline in proportion to the hindrance or, respectively, the reasonable amount of time needed for restarting or to terminate or rescind the contract.

If a delay is caused by vis major events pursuant to this Item, the Customer is not entitled to claim damages or compensation for their other costs incurred in connection with the delay. If, however, delivery of the Products is delayed by more than 6 (six) months, the Customer is entitled to rescind or terminate the contract.

- 3.7. The parties agree upon a waiting fee as follows: The Customer shall avoid waiting times and delays during loading and unloading. The first hour of waiting is free of charge, after that 40 euros are charged per hour or part thereof. The shipper commissioned shall wait for at least 2 (two) hours at the place of loading and unloading. When the 2 (two) hours have passed, they are entitled to determine another delivery deadline. Costs related to repeated delivery are borne by the Customer. The minimum waiting fee that can be invoiced is for 1 (one) hour, which is acknowledged by the parties. When calculating the waiting fee, the time of loading and unloading, in case of a time portal, the start and the end time of the portal or the time from the previous registration shall be considered. In all other cases, the time of arrival and the time of loading or unloading shall be considered.
- 3.8. If the Customer is late with acceptance, does not collaborate, or if delivery is delayed for another reason attributable to the Customer, the Enterprise is entitled to claim compensation for their damages as well as, for example, additional expenditure for storage cost or the cost of repeated delivery. Asserting such claims does not affect the Enterprise's right to assert further claims or their right of termination or rescission.
- 3.9. Transport insurance is only taken out based on the customer's express written instructions at the Customer's cost.
- 3.10. If not agreed otherwise, the Products qualify as handed over in case of sale by delivery, when the Enterprise or the shipper commissioned has delivered the Products to the delivery address stated by the Customer (including the case pursuant to Item 3.11). If transport is organised by the Customer, the Products qualify as handed over when they are handed over to the shipper. In case of delivery by the Enterprise or their agent, the Customer shall ensure access to the delivery address, if necessary, the conditions for unloading and accepting the Products as well as the presence of a person in charge for accepting the Products.
- 3.11. If the Customer's representative is not present to accept the Products and there is no secure, lockable area at the delivery address where the Enterprise or the shipper could deposit the Products, the Enterprise's or the commissioned shipper's declaration stating that they delivered the Products appropriately, is sufficient and full evidence of the fact that the Enterprise attempted delivery of the Products according to contract, but this could not be completed due to a reason attributable to the Customer. Damages and costs resulting therefrom are borne solely by the Customer.
- 3.12. The Customer or another person authorised by them shall examine the condition of the Products jointly with the shipper and in case of loss or damage raises an objection against the shipper. If loss or damage visible from the outside is established, the Customer shall communicate their objection to the shipper on delivering the Products. Objections are recorded in the freight-bill. If loss or damage not visible from the outside is established, the Customer shall assert their objection against the shipper within 7 (seven) working days, with Sundays and bank holidays not included.

4. Partial Deliveries / Excess and Short Deliveries

- 4.1. The Enterprise is entitled to a reasonable extent to partial performance by way of partial delivery and to deviate from the agreed quantity within allowances regarding quality and quantity generally accepted in the industry, with the minimum quantity for partial deliveries being 1 (one) pallet of Products.

5. Call Orders

- 5.1. If the Customer and the Enterprise have agreed upon partial deliveries based on a delivery schedule, the Customer is obliged to accept the Enterprise's partial deliveries.
- 5.2. Framework agreements by which the parties have agreed upon a yearly quantity to be accepted, are called call orders or contracts. If – unless otherwise agreed – there is no call for a period of 3 (three) months, the Enterprise is entitled to perform partial deliveries every 4 (four) weeks and to schedule these in such a way that the last partial delivery is completed by the end of the year. The Enterprise shall announce each partial delivery to the Customer 7 (seven) days prior to delivery. Invoices for partial deliveries become due for payment in accordance with the payment terms set out in Chapter 9.
- 5.3. If the Customer does not accept the Products even after an extended deadline has been set, the Enterprise is entitled to rescind the contract and/or claim damages instead of fulfilment.

6. Passing of Risk

- 6.1. The risk associated with the Products passes to the Customer when the Enterprise hands over the Products to the Customer or, if the Customer has undertaken to organise transport, to the commissioned shipper. The risk passes to the Customer even if the Enterprise has attempted delivery according to contract, but delivery was not completed for a reason attributable to the Customer (e.g., there was no person entitled to accept the Products at the address stated). From the moment when the risk passes, the Customer shall bear the risk of loss of or damage to or any other depreciation of the Products.
- 6.2. In case of mail order selling, the risk of accidental destruction, loss or deterioration of the Products as well as the risk of delay passes to the Customer when the Enterprise hands over the Products to the shipper or another person or institution designated to implement the mail order selling.
- 6.3. In case of partial delivery, the risk associated with the Products delivered is passed to the Customer. If delivery is delayed for a reason attributable to the customer, the risk passes to the Customer on the day the Products were ready for delivery or were delivered properly, however, their handing over to the Customer did not happen for a reason attributable to the Customer.
- 6.4. In case of deviations in weight or quantity the weight and quantity determined at the Enterprise's production plant at the time of handover or delivery of the Products is decisive.

7. Purchased Services / Disturbances with the Services

- 7.1. In case of vis major, the Enterprise is entitled at their sole discretion to rescind the contract concluded, to terminate it or to suspend the delivery deadline as set out in Item 3.7, until the vis major situation resolves, without liability for damages towards the Customer.
- 7.2. In case of vis major, the Customer may terminate the contract after 6 (six) months, but only with regard to the portion not fulfilled yet.
- 7.3. It qualifies as a case of vis major on the Enterprise's side among others, but not exclusively, if following the conclusion of the contract, the Enterprise is hindered in completing their obligations or making necessary preparations, in particular by fire, water, flood, strike, import and export restrictions, government measures, discontinuation of energy supply, errors and delayed delivery by the Enterprise's suppliers, delivery hindrance or another reason not attributable to the Enterprise.
- 7.4. The Enterprise shall notify the Customer of the occurrence of vis major as soon as possible.

8. Prices

- 8.1. Unless otherwise agreed, VAT, transport, packaging, customs duties and other public duties (in particular the environmental product taxes) are not included in the purchase price.

9. Payment Terms and Invoicing

- 9.1. The purchase price is due for payment within 14 (fourteen) days of providing the Product in the delivery warehouse or – if set out in an agreement – of delivery of the Product. If the Customer has to take over the Product at the delivery warehouse, payment of the purchase price becomes due for payment on accepting the Product. The Enterprise may set a longer payment deadline for the Customer – on the basis of a separate agreement –, in particular if an earlier order has been successfully completed with advance payment.
- 9.2. The Enterprise reserves the right to rescind the order and terminate the contract with immediate effect if a disproportionate increase of costs (e.g., of exchange rates, cost of material, delivery cost, labour cost, import and/or export duties and other fees) occurs after accepting the offer – before fulfilling the contract. On the Customer's request, the Enterprise shall give justification for rescission.
- 9.3. The Enterprise is entitled to decide in their sole discretion whether they will issue the invoice for the Customer on paper or electronically and whether to send it by regular mail or by E-mail. If the Enterprise sends the invoice by regular mail, the day of delivery thereof is the 5th (fifth) working day of mailing, with the Enterprise not being obliged to mail the invoice by registered letter or letter with return receipt. Mailing shall be regarded as carried out if the records kept by the Enterprise for this purpose confirm it. If the Enterprise sends their invoice by E-mail, the working day following the day it was sent qualifies as the day of delivery.

- 9.4. The Enterprise only accepts the Customer's complaints of any kind regarding invoices within 5 (five) days of delivery of the invoice in writing or by E-mail, subject to forfeiture. If no complaint is received within the said deadline, the Enterprise records the invoice amount as a receivable acknowledged and not disputed by the Customer. The day of fulfilling payment is the day of crediting by the bank. The Customer shall transfer the purchase price to the Enterprise's bank account by the deadline stated on the invoice.
- 9.5. The Enterprise is entitled to declare the Customer's non-overdue debts as immediately due and require a down payment or a security if (i) the Customer has not paid invoices that have become due by deadline, i.e., is in default with regard to any of their invoices, or (ii) the Enterprise gains knowledge of unfavourable information that raises doubt regarding the Customer's solvency or creditworthiness (e.g., insolvency proceedings or liquidation proceedings were initiated against the Customer).
- 9.6. Amounts received from the Customer will be set off by the Enterprise primarily for costs, then for interest and finally for the main debt. Within the various categories (costs, interest, main debt), the Enterprise will set off amounts received beginning with the oldest debt if the amount received is not sufficient for settling the whole amount of the respective category.
- 9.7. If the parties have agreed separately in writing, the Enterprise grants an early payment discount of 2% on the purchase price if the Customer's payment is received within 14 (fourteen) days of the invoice date.
- 9.8. The Customer expressly accepts that their receivables cannot be set off against their payment obligations towards the Enterprise.
- 9.9. If the Customer is late with paying any of their invoices, all of their invoices become due. In case of default in payment, the Customer shall pay default interest from the day of being in default amounting to the base rate applicable on the first day of the calendar half-year affected with the default increased by 8 (eight) percentage points pursuant to Article 6:155 of the Ptk. In addition to this, the exaction flat fee pursuant to Act No. IX of 2016 on the Exaction flat fee is payable to the Enterprise. Meeting the obligation of paying the exaction flat fee does not release the Customer from the other legal consequences of the default.
- 9.10. If the Customer fails to meet any of their obligations set out in this Item 9, or if the Enterprise has good reason to assume that the Customer will not be able or willing to meet any of their afore-named obligations, the Enterprise is entitled by their sole discretion to apply the following without becoming liable for the Customer's damages:
- require an immediate down payment (of up to 100%), a suitable payment security or immediate payment of any amounts due pursuant to future contracts;
 - suspend their deliveries (or the production and processing of Products designated for delivery) regardless of whether they require immediate or future securities for payments;
 - terminate the contracts with immediate effect;
 - rescind one or more effective contracts, in regard to which the Customer has not breached contract without losing their right to require full damages from the Customer.

10. Retention of Title

- 10.1. The Enterprise reserves their title in the Products until the Customer has paid the purchase price for the respective order. This retention of title applies to the whole of the Products delivered.

If the Customer has only made a partial payment, the retention of title will subsist until the Customer has paid the full purchase price.

- 10.2. The Customer is not entitled to sell or encumber the Products (especially with a mortgage or granting any other right to a third party in connection with the Products) until ownership of the Products has passed to the Customer.
- 10.3. The Customer shall handle the Products delivered by the Enterprise with care and within this take out an insurance against loss, damage or destruction – e.g., damage by fire, damage by water and theft – at full replacement value at their own cost. The Customer herewith transfers to the Enterprise their receivables from the insurances. The Enterprise herewith accepts that transfer. Furthermore, the Customer shall handle the Products subject to the retention of title with due care and ensure that it is clear that they constitute the Enterprise's property and shall store them separately from other batches.
- 10.4. The Enterprise is entitled to take back the Products delivered to the Customer with retention of title and stored at the Customer's place of business if the Customer is in delay with their payment obligations or any of the circumstances described in Item 9.5 applies. The Customer shall grant access to their place of business and/or their premises during normal working hours for examining the Products and exercising their rights.
- 10.5. The Customer is entitled to sell the Products affected by retention of title within their normal course of business. In case of selling on, in order to secure their payables to the Enterprise, the Customer transfers their claims arising against their customers from the sale up to the amount of the purchase price of the Products affected by the retention of title already now. The Enterprise herewith accepts that transfer. The Enterprise authorises and commissions the Customer to collect the receivables transferred to the Enterprise to the Enterprise's bank account. If the Customer does not properly meet their payment obligations towards the Enterprise, the authorisation provided in this Item is cancelled and the Enterprise asserts their receivables against any third party themselves.
- 10.6. In case of seizure of the Products affected by retention of title or any other intervention by a third party, the Customer shall immediately notify the Enterprise in writing and by E-mail.
- 10.7. If the Products affected by retention of title are processed together with other materials that are not the Enterprise's property despite the provisions of these GTC, the Enterprise acquires joint ownership of the Products thus created in the proportion that corresponds to the value of their Product at the time of processing as compared to the value of the other products processed. To products thus created, the conditions applicable to Products subject to retention of title apply. If the Products affected by retention of title are joined inseparably with other products that are not the Enterprise's property, the Enterprise acquires joint ownership of the new products in the proportion that corresponds to the value of their Product at the time of joining or mingling as compared to the value of the other products processed. The Customer shall handle the Products that constitute the Enterprise's sole or joint property on behalf of the Enterprise.

11. Warranty

- 11.1. The Enterprise shall deliver in accordance with the product description provided prior to ordering or with these GTC and with the agreed specification. The latter qualifies as an agreement on quality. The Enterprise is not liable for public statements by the manufacturer or third parties.

- 11.2. Unavoidable deviations with regard to quality, the purity of material, colour and other characteristics are not considered as defects. With regard to the quality of the Products, the industry standards, standards and regulations (in particular the ISO standards, colour standards and the DIN standards) apply in their current version. To imported materials the respective standards of the country where the materials are manufactured apply.
- 11.3. Unless the parties have agreed otherwise, the Enterprise accepts liability only for defects recognised within 3 (three) months after delivery / acceptance that already existed at the time of delivery but were not recognisable then. If the warranty period of any of the Enterprise's suppliers is shorter than 3 (three) months, the Enterprise shall notify the Customer in an appropriate manner that this restriction also applies to the Customer.
- 11.4. The Customer shall examine the Products after delivery without delay and if they find an obvious defect (regarding type, quantity or quality, including erroneous or incomplete delivery), they shall notify the Enterprise thereof without delay. A notification qualifies as being made without delay if it happens within 2 (two) weeks of delivery or, respectively, the detection of the defect, with sending the notification on time being sufficient for meeting the deadline. Damages resulting from late notification are borne by the Customer.
- 11.5. The liability obligation pursuant to Item 11.3 solely applies to defects that were not unambiguous at the time of delivery / acceptance despite examination to a reasonable extent and that appear during normal operation, when the Product is used as intended. Warranty does not include defects that result from insufficient maintenance or maintenance or repair not carried out by the Customer or on their behalf or from improper use.
- 11.6. The Customer may only refer to the rights resulting from Item 11.3 if
- they have notified the Enterprise of the defect as set out in Item 11.3;
 - they have properly proven the existence of the defect,
 - they fully cooperate to enable the Enterprise to remedy the defect within a reasonable deadline.
- 11.7. In case of submitting a justified quality complaint / defect report the Customer may require supplementary delivery (exchange of products) with regard to the Products not yet processed or already processed. If the supplementary delivery is unsuccessful the Customer is entitled to reduce the purchase price or to rescind the contract.
- 11.8. If delivery is performed to a third party named by the Customer, the Customer shall ensure that such third party meets their obligation to examine the Products to the extent described in Item 11.4 and within the deadline stated there and to notify the Enterprise or the Customer of the defects established.
- 11.9. The Customer shall examine the Products' suitability for proper use or, respectively, for their designated use. Experimental samples can be provided to the usual extent.

12. Limitation of Claims

- 12.1. Claims resulting from the individual contracts lapse by limitation within 1 (one) year of the passing of risk. If the parties have agreed upon taking over the Products, the limitation period begins at the time of taking over.
- 12.2. If the mandatory limitation period prescribed by a legal regulation is longer, that longer limitation period is applicable to the Products.

- 12.3. The limitation period stated above applies to both contractual and non-contractual damage claims based on the Products' defects.

13. Liability

- 13.1. The Enterprise is not liable for compensating damages that result from the improper use or from use other than the intended use of the Products.
- 13.2. The Enterprise excludes any liability not stated herein. Excluding liability does not apply to damages caused wilfully or to liabilities expressly accepted by the Enterprise in writing. The Enterprise's liability will in no case exceed the amount invoiced (not including VAT) to the Customer for the respective delivery.
- 13.3. The Enterprise is not liable for any advice, information, recommendation, etc. provided orally or in writing.

14. Confidentiality

- 14.1. The Customer and the Enterprise shall treat the information obtained regarding each other's activities as business secrets. Business secrets may not be communicated to third parties without the other party's prior written consent. The Customer and the Enterprise shall compensate the other party for damages caused by violating confidentiality.
- 14.2. The Customer and the Enterprise shall abstain from unfair business conduct towards the other party. The Customer must not pursue a business strategy that has a negative impact on the image in the market or the customer assessment of the Products sold by the Enterprise. Damages caused by violating the above or, respectively, the costs for measures required for damage prevention are borne by the violating party. The parties commit to treat confidentially all information that they have obtained in connection with any contract concluded on the basis of these GTC and with the preparation for and the fulfilment of such contracts for a period of 10 (ten) years after the termination of the individual contracts or their business relationship.

15. Applicable Law and Place of Jurisdiction

- 15.1. These GTC and the contractual relationship between the Customer and the Enterprise are subject to Hungarian law. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15.2. In case of any legal dispute between the Enterprise and the Customer jurisdiction is with the competent Hungarian courts.

16. Written Form / Severability Clause

- 16.1. Amendments to these GTC shall be in writing. This also applies to this requirement of written form.

16.2. Should these GTC be in part invalid or unenforceable, this does not affect the validity of the remaining provisions or the individual contracts. For the case of voidness or invalidity, the Parties commit to agree upon a valid provision instead of the invalid one that is closest to the economic content of the void or invalid one.