

GENERAL TERMS AND CONDITIONS

APPLICABLE TO **SALES CONTRACTS** ENTERED INTO BY

WOLFBERG SZERSZÁMGÉPEK KFT.

I. GENERAL PROVISIONS

1. **Wolfberg Szerszámgépek Kft.** (registered seat: 4225 Debrecen, Vadmeggyes u. 7, company registration number: 09-09-035854; hereinafter referred to as “**Wolfberg**”) is engaged, among other activities, in the sale and purchase of used machine tools and other machinery (hereinafter referred to as the “**Machine**” or “**Machines**”), as well as in the brokerage / mediation of sales contracts related to such Machines.
2. **These General Terms and Conditions (hereinafter referred to as the “GTC”)** shall apply to all sales contracts concluded by **Wolfberg**, unless otherwise stipulated in the individual contract concluded between the parties.

II. WRITTEN FORM

3. Individual sales contracts shall be valid only if concluded in writing and may be amended only in writing, provided that electronic mail sent to the e-mail addresses specified in the individual contract shall also be deemed to be in written form in the case of amendments.

III. OFFER, BINDING NATURE OF THE OFFER

4. An offer made by **Wolfberg** shall be binding only if the offer expressly states so. The period of validity of the offer shall be 7 (seven) days. If the buyer accepts the offer by e-mail, a preliminary contract shall be deemed concluded, and the parties shall be obliged to conclude the final written contract within 8 days.
5. If the sales offer issued by **Wolfberg** includes photographs, such photographs generally depict the actual subject of the offer (the **Machine**). In rare cases, however, the photographs may show a machine or device of a similar type and condition; therefore, unless expressly stated otherwise in the sales offer, the photographs included therein shall serve illustrative purposes only.
6. Any content published on the website of **Wolfberg** shall not constitute an offer and shall be for informational purposes only. **Wolfberg** reserves the right to modify the technical specifications and prices of the **Machines** displayed on its website without prior notice.

IV. CONDITION, INSPECTION, TESTING, AND CUSTODY OF THE MACHINES

7. The **Machines** offered for sale by **Wolfberg** or forming the subject of the sales contract are used machines, in a condition corresponding to their age and prior use; therefore, minor aesthetic or technical defects may occur.
8. The **Machines** may be inspected and tested in person upon prior arrangement.
9. *If **Wolfberg** acts as the seller*, it may, upon request and for an additional fee, assist in the professional assessment of the condition of the **Machine** and provide the resulting condition report to the client (potential buyer). For this purpose, **Wolfberg** is entitled to engage a qualified intermediary (subcontractor or sub-agent), for whose activities **Wolfberg** shall be liable as if it had acted itself.

10. *If Wolfberg acts as the buyer*, the seller shall not be entitled to use the Machine from the date of signing the sales contract and shall be obliged to store it free of charge in its condition at the time of signing until delivery of possession.

V. WARRANTY OF TITLE

11. Regardless of whether Wolfberg acts as seller or buyer, the seller represents and warrants that it is the sole and exclusive owner of the Machine and further warrants that the Machine is free from any litigation, encumbrances, or third-party claims, and that no third party has any right that would exclude, hinder, or delay the acquisition of ownership (title) by the buyer. The seller further declares that the conclusion of the sales contract does not infringe the rights of any third party, including but not limited to intellectual property rights.
12. Regardless of whether Wolfberg acts as seller or buyer, the seller further represents and warrants that no bankruptcy, liquidation, restructuring, or dissolution proceedings are pending against it, and to the best of its knowledge, none are threatened.

VI. WARRANTY FOR DEFECTS AND LIMITATION OF LIABILITY

13. Although Wolfberg makes every effort to ensure that the Machines operate as intended and in a manner suitable for the needs of its clients, given that the Machines are used and not new, Wolfberg, acting as seller, excludes its liability for defective performance to the maximum extent permitted by applicable law.
14. Wolfberg shall not be liable for any indirect or consequential damages (including loss of production, loss of profit, etc.). The aggregate liability of Wolfberg shall in any event be limited to 5% (five percent) of the net purchase price of the Machine.
15. The exclusion or limitation of liability shall not apply to breaches caused intentionally or to defective performance resulting in injury to human life, physical integrity, or health.

VII. PURCHASE PRICE AND PAYMENT TERMS

16. The net purchase price of the Machines and the applicable value added tax shall be specified by the parties in the individual contract.
17. The buyer shall pay the gross purchase price by bank transfer against the seller's invoice. The buyer shall not be entitled to set off its payment obligation against any claim, nor shall it be entitled to withhold any portion of the purchase price for any reason, unless expressly agreed otherwise by the parties in the individual contract.
18. Title to the Machine shall remain vested in the Seller until the gross purchase price has been paid in full.
19. The parties exclude the right to challenge the contract on the grounds of gross disparity in value.
20. If Wolfberg acts as the seller, it shall issue and deliver (including by e-mail) the invoice for the sale of the Machine within 3 business days following the signing of the individual contract. If Wolfberg acts as the buyer, the seller of the Machine shall issue the invoice at the time specified in the individual contract. In neither case may the payment deadline be shorter than 8 days from the date of issuance of the invoice.
21. In the event of late payment, default interest shall be charged at a rate equal to the Hungarian central bank base rate applicable on the first day of default plus 10 percentage points.

VIII. PLACE OF PERFORMANCE, TRANSFER OF POSSESSION

22. The place of performance and transfer of possession under the sales contract shall be the location specified in the individual contract. Title to the Machine(s) shall pass to the party taking possession upon such transfer of possession.

23. The seller shall not be obliged to transfer possession of the Machine(s) until the buyer has paid the gross purchase price in full.

IX. DELIVERY

24. *If Wolfberg acts as the seller*, delivery shall take place on an Ex Works (**EXW**) basis from the location specified in the individual contract, in accordance with Incoterms® 2020, and all risks shall pass to the buyer upon handover of the Machine at the place of performance. If the buyer fails to take over (collect) the Machine at the time specified in the individual contract, the risk shall pass to the buyer from that time irrespective of such failure.

25. *If Wolfberg acts as the buyer*, actual delivery shall not take place unless otherwise agreed by the parties in the individual contract; instead, the transfer of possession shall occur simultaneously with payment of the purchase price pursuant to Section 5:3 (2) b) of Act V of 2013 on the Civil Code of Hungary (hereinafter referred to as the "**Civil Code**"), in such a way that the seller retains possession of the Machine as a sub-possessor, unless Wolfberg provides otherwise at the time of payment and requests actual delivery of possession either to itself or to a third party (its own buyer). If Wolfberg requests actual delivery of possession (either to itself or to its buyer), delivery shall also take place on an Ex Works (**EXW**) basis in accordance with Incoterms® 2020.

X. CONFIDENTIALITY

26. The parties shall treat as confidential all information contained in or related to the individual contract and shall disclose such information to third parties only with the prior written consent of the other party. This confidentiality obligation shall apply for an unlimited period. The confidentiality obligation shall not apply where (a) disclosure of the confidential information to third parties (e.g. authorities) is required by law, or (b) disclosure is necessary for the enforcement of a party's rights or the performance of its obligations (e.g. to legal counsel, accountant, auditor, etc.).

XI. DATA PROCESSING

27. Wolfberg shall process all personal data in compliance with the GDPR (Regulation (EU) 2016/679), with the legal basis for data processing being Article 6(1)(b) and (f) thereof.

XII. RESCISSION

28. *If Wolfberg acts as the buyer*, the seller shall be entitled to rescind the contract only if Wolfberg fails to fulfil its payment obligation when due and fails to remedy such default within a grace period of at least 15 days following a notice from the seller. As Wolfberg acquires the Machine for resale purposes, Wolfberg shall be entitled to rescind the individual contract (a) until the date specified therein, which shall generally not exceed 45 days, and also (b) if any negative change occurs in the condition of the Machine between the conclusion of the sales contract and the removal of the Machine.

29. If Wolfberg acts as the seller, the buyer shall be entitled to withdraw from the contract only in the cases provided for by the Civil Code.

XIII. GOVERNING LAW

30. The sales contract shall be governed by Hungarian law.

Wolfberg machine tools *GENERAL TERMS AND CONDITIONS OF SALE*
