

## **General Terms and Conditions (GTC) of Expert Zrt.**

### **1. Data of the Wholesaler:**

registered seat:	H-1044 Budapest, Óradna utca 12.
represented by:	BALÁZS Attila, Chief Executive Officer
electronic mailing address:	<a href="mailto:info@expert.hu">info@expert.hu</a>
WEB address:	<a href="http://www.expert.hu">www.expert.hu</a>
court of registry:	Company Registry Court of Budapest Capital Regional Court
company registration number:	01-10-045926
tax number:	14241499-2-44
principal activity:	wholesale of computers and software

During its activity, Expert Zrt. shall act in accordance with the conditions laid down in these General Terms and Conditions.

### **2. Definition of Reseller**

- 2.1. Expert Zrt. maintains legal relationships within its area of activities only with business associations and sole proprietors engaged in trade (hereinafter: Reseller).
- 2.2. In this legal relationship, the Reseller shall not be deemed as a consumer; therefore, the Reseller shall not be entitled to enforce consumers' rights during the commercial cooperation
- 2.3. By acknowledging these GTCs, the Reseller shall give its consent to be registered in the resellers' database of Expert Zrt. as a verified partner.
- 2.4. Expert Zrt. shall be entitled to verify the Partner's eligibility and legal status throughout the legal relationship, and the Partner is obliged to provide all documents necessary for the verification and notify Expert Zrt. of any change in their content.

### **3. General Terms and Conditions and their scope**

- 3.1. When ordering any product—either by traditional means or via the WEB system—the Reseller shall accept to be bound by the GTCs established by Expert Zrt.
- 3.2. The scope of these General Terms and Conditions shall cover the electronic trading activity carried out within the OCTOPUS 8 ERP Integrated Management System of Expert Zrt., including in particular the acceptance of the Electronic Invoicing System (e-invoicing) of Expert Zrt.
- 3.3. If a written agreement concluded with the Reseller for the entire legal relationship or a given business procedure sets out different provisions than these General Terms and Conditions, the matters of the given cooperation or business procedure not regulated in the individual agreement shall be governed by these GTCs.
- 3.4. After the acceptance of these GTCs, the provisions of these GTCs shall be effective / apply regarding the clauses of any previous Reseller Framework Agreement which are contrary to these GTCs.

### **4. The framework of the cooperation**

#### **4.1. Registration**

- 4.1.1. The basic condition of the cooperation is registration on the website, in the registered seat or the place of business of Expert Zrt., as well as the acceptance of the current GTCs and the General Data Protection Policy
- 4.1.2. After completing the registration data
  - the registering entity must upload the current and valid specimen signature/official certificate (in pdf format), and the power of attorney in case of a third-party representative.
  - \* the fields marked with an asterisk are mandatory.
- 4.1.3. The Reseller shall receive an e-mail confirmation when its registration is finalised.
- 4.1.4. The Reseller shall be responsible for ensuring that the ID and the password are not accessible to unauthorised parties. Expert Zrt. is not responsible for any damage caused by the unauthorised use of the Password

#### 4.2. **Pricing**

- 4.2.1. Expert Zrt. shall regularly publish the products marketed by it and the corresponding prices, but it shall also reserve the right to make changes in them at any time.
- 4.2.2. Expert Zrt. shall maintain the prices for 3 working days in case of orders already recorded for products in stock, except if there are drastic changes in the exchange rates or the manufacturer's prices. The order shall be deleted when the time limit of 3 working days expires.
- 4.2.3. In justified special cases (e.g., project) the parties shall be entitled to specify the duration and the price in a separate agreement.

#### 4.3. **Ordering**

- 4.3.1. Expert Zrt. shall accept online/written/oral orders for products in stock and for products expected to be received. These orders shall become valid when they are recorded in the OCTOPUS 8 ERP Integrated Management System of Expert Zrt. The Reseller can verify the validity of its order by logging in to the menu item "Active Orders" in the webshop of Expert Zrt.
- 4.3.2. The records of orders for products in stock shall be kept until the time specified in clause 4.2.2. In case of expected and individual orders, the records shall be kept after the receipt of the goods for the number of days specified in clause 4.2.2.
- 4.3.3. Orders according to the Reseller's individual requests can only be placed on the basis of a separate prior agreement. In this case, the cancellation shall only be accepted by Expert Zrt. until the supplier partner accepts the cancellation of the order without legal consequences. Expert Zrt. shall be entitled to pass the cancellation fee applied by the supplier—the full value of the cancelled shipment—to the Reseller. If the supplier does not accept the cancellation of Expert Zrt, the Reseller shall be obliged to accept the goods and pay the purchase price.
- 4.3.4. Expert Zrt. hereby excludes liability for the supplier's delay and price changes.
- 4.3.5. The delivery dates communicated by Expert Zrt. are for information purposes only, and they depend on the suppliers' completion. The Reseller shall not be entitled to make any claim for any delay in the deliveries of Expert Zrt. exceeding the deadline previously stated.

#### 4.4. **Invoicing and payment terms**

- 4.4.1. The contract for the sale and purchase of the product shall be concluded by the registration carried out in the ERP system of Expert Zrt, the confirmation thereof and the acceptance of the shipment by the Reseller.
- 4.4.2. The Wholesaler shall issue to the Reseller a *cash invoice/cash on delivery invoice/proforma invoice* for the purchase price of the Goods, the amount of which invoice shall be paid by the Reseller to the Wholesaler in the relevant payment method. The Parties agree that in accordance with the provisions of the Civil Code, the Wholesaler shall retain its title to the Goods until the full Purchase Price has been paid and shall charge late interest in case of delayed payment.
- 4.4.3. The Reseller shall be entitled to payment by bank transfer if Expert Zrt. qualifies it eligible for delayed payment based on the commercial and financial references available to Expert Zrt. within the framework of a specific assessment, and provided that the contract on the conditions of delayed payment is duly signed and stamped.
- 4.4.4. Any complaint relating to the invoice shall not entitle the Reseller to refuse to pay the invoice.
- 4.4.5. Complaints can be made in writing within 8 days from the receipt of the invoice; after the assessment of the complaint, Expert Zrt. shall issue an amending invoice to the extent necessary.

#### 4.5. **Commercial guarantee, warranty**

- 4.5.1. The warranty rules of the Civil Code and the commercial guarantee rules of Government Decree 151/2003 (IX. 22.) shall apply to the goods marketed by Expert Zrt.; furthermore, more favourable guarantee conditions undertaken by the manufacturers shall apply to the consumers.

- 4.5.2. Any warranty and guarantee claim may be enforced in the store of Expert Zrt. or at the specialised service specified in the guarantee certificate. The Reseller shall be responsible for the delivery and return of any product in need of repair under guarantee or warranty.
- 4.5.3. The end of the guarantee term (guarantee period) shall be the day of actual performance, i.e., the day on which the product is handed over to the Reseller.
- 4.5.4. The scope of the (relevant) decree shall only apply to products listed in the annex of the decree and sold within the framework of a consumer contract concluded in the territory of Hungary.

#### 4.6. **Retention of the title of Expert Zrt.**

- 4.6.1. The Reseller shall tolerate any lawful and necessary measure taken by Expert Zrt. for the enforcement of its claims relating to retention of title.
- 4.6.2. The devices supplied for testing and demonstration shall remain owned by Expert Zrt.; the Reseller may only use them for the purpose specified by Expert Zrt. The Reseller shall reimburse the depreciation of these devices to Expert Zrt.

#### 4.7. **Acceptance and delivery**

- 4.7.1. The place of receipt of the goods is the registered seat, place of business, or branch office of Expert Zrt.
- 4.7.2. When the title to the Goods is transferred, the risk relating to the Goods shall pass to the Reseller; therefore, the Reseller shall bear liability for any damage caused to the Goods from the date of receipt.
- 4.7.3. Terms and conditions of delivery

Our door-to-door delivery service can only be used by our resale partners registered based on the acceptance of these GTCs. Our complete delivery conditions can be found at the link below <https://www.expert.hu/hazhozszaallitasi-lehetosegek-hSZALL.html>, but please pay particular attention to the points below:

Indicate your request for delivery upon your order. The prerequisite of the delivery shall be the availability of the exact delivery address, the name and contact details of the recipient. You can indicate your request for delivery at the e-mail address [csomag@expert.hu](mailto:csomag@expert.hu). In case of a larger quantity of monitors, UPS and computer housings, delivery shall be organised based on a prior agreement. Your orders placed shall be executed up to the current quantity in stock. In case of obstacles to the delivery of the package, delivery shall be attempted free of charge one more time after the first unsuccessful delivery attempt. In case of force majeure, we reserve the right to suspend the service; in such cases, the partners shall be notified as soon as possible. Verify the intactness and the quantity of the goods upon receipt. We do not accept complaints after the receipt of the goods! Goods can be returned only if the relevant request is indicated at the e-mail address [csomag@expert.hu](mailto:csomag@expert.hu). If you want to return the ordered, unopened goods for commercial reasons, you can notify our colleagues at [jovairas@expert.hu](mailto:jovairas@expert.hu). In the case of a defective product during the warranty period, the warranty card does not show brand service, you can indicate this to our colleagues at [garancia@expert.hu](mailto:garancia@expert.hu) with the number, article name, serial number (imei no.) and an exact description of the defect.

#### 4.7.4. Refusal of performance

Expert Zrt. shall be entitled to review and deny completion if it becomes aware that the given resale would violate the applicable export control rules of Hungary, the European Union, the United States of America, or any other state.

#### 4.8. **GDPR and Data Processing**

- 4.8.1. Expert Zrt. as data controller accepts to be bound by the provisions of these GTCs. Expert Zrt. undertakes to ensure that any data processing carried out in connection with its activity shall comply with the requirements specified in these rules and the applicable national and EU laws.
- 4.8.2. In terms of the protection of the personal data of its clients and partners, Expert Zrt. shall consider the respect of its clients' informational self-determination rights as a priority. Expert Zrt. shall keep the

personal data confidential and take all security, technical and organisational measures to ensure the security of the data.

## **5. Other provisions**

- 5.1. The invalidity of any clause of the General Terms and Conditions shall not make the other provisions invalid. The matters not regulated in these General Terms and Conditions shall be governed by the relevant laws of the Republic of Hungary applicable at the time of the given sale and purchase.
- 5.2. Expert Zrt. shall be entitled to amend these GTCs unilaterally at any time. The Service Provider shall inform the Resellers of the amendments on its website. After the amendment, the Reseller may only use the website by expressly accepting the changes on the website as indicated there