

ABL&E-JASCO Hungary Trading and Service Ltd.

General Terms and Conditions

Valid from 12 October 2022

1. General Terms and Conditions

These General Terms and Conditions (further: Conditions) establish the conditions of contracts between the company ABL&E-JASCO Hungary Trading and Service Ltd. (further: Company) and the Customer related to the sales of products and services by the Company to the Customer (further together Parties, individually: Party).

These Conditions shall apply in all cases, when no specific contract has been concluded between the Company and the Customer.

These General Terms and Conditions are published and available on the website of the Company (www.ablelab.com), however, on Customer's request the full text will be sent by Company in e-mail or mail.

The Customer, by sending of a purchase order to Company acknowledges that these Conditions are known, accepted and considered valid and obligatory.

The quotation, the order and the order confirmation together constitute a delivery contract according to these Conditions.

Company information and contact of ABL&E-JASCO Hungary Trading and Service Ltd.:

Abbreviated name of the company: ABL&E-JASCO Hungary Ltd.

Address: 1116 Budapest, Fehérvári út 132-144. , Hungary

Tax Number: 10971527

EU Tax Number: HU10971527

Phone: +36-1-209-3538

Web: www.ablelab.com

E-mail: office@ablelab.com

2. Activities of the ABL&E-JASCO Hungary Ltd.

The Company's activities include among others the distribution of analytical laboratory instruments, devices, equipments, as well as accessories and consumables related to the devices, and service activities related to these instruments. Service activities comprise installation, maintenance, qualification and repair of the devices, as well as their upgrading, expansion and modification. Further activities cover user trainings, professional assistance and technical consulting.

3. Prices and quotations

The Company sends itemized quotations in writing to the Customer based on the quotation request received in writing or verbally. The prices are defined in EUR and are valid for 60 days, unless the Company has expressly specified a different validity period in the quotation. Company considers the prices included in the written quotations to be binding within the validity period.

However, Company reserves the right to unilaterally modify the prices fixed in the quotation or withdraw its quotation during the validity period of the quotation in cases the previously fixed price becomes seriously disadvantageous for Company due to significant changes in market conditions (specially exchange rate changes, change of legislation or other conditions).

The prices of the products and services specified in the quotation are net prices, do not include Value Added Tax (VAT), include customs duties. In the case of devices, the prices also include one-year warranty (except for fragile parts, consumables and effects of the improper handling), on-site installation and training. The Company may add delivery costs contribution to the prices in the quotation depending on the total price of the ordered products.

The purchase price to be paid by the Customer will be invoiced as the price of the ordered product or service in EUR or another established currency.

Company may take into account the exchange rate changes of more than 5% up to the day of the order fulfillment, and can apply the resulting change in its prices when invoicing.

4. Order

Company will accept orders from Customer only in written form, this can be sent by letter or e-mail. The Customer should refer to Company's quotation number in the order.

Company shall send written order confirmation by e-mail or letter to the Customer. In case of itemized order confirmation, if no reply arrives from Customer within two working days, Company will consider the confirmation as accepted unchanged.

5. Delivery deadlines

The quotation and the order confirmation sent by Company include the expected delivery time, starting from the date of the order confirmation. Delivery deadlines are determined individually depending on the stock of Company, the lead times of the suppliers, and in case of services, the schedule and the time requirements of the ordered activities. The delivery times are in general estimates.

In case of orders containing multiple items, Company is entitled to partial fulfillment without prior notice to the Customer provided, that the usability of the product intended for the partial fulfillment does not depend on the remaining ordered products to be delivered later. In case of partial fulfillment Company reserves the right to partial invoicing.

6. Order fulfillment

The delivery terms are determined based on Incoterms; if Parties do not agree otherwise, the parity shall be CPT to the delivery place specified by the Customer.

The products are delivered at the cost of the Company. The forwarder realizing the delivery shall be selected by Company, unless Parties have agreed otherwise. The supplier is responsible for maintaining the quality of the product until the handing over of the product to the Customer.

If the delivery has to be postponed at the Customer's request, Company will take care of their storage for a separate fee subject to the Parties's written agreement.

Customer is obliged to exactly specify the place of delivery and to take over the product upon delivery. The delivery and the take over of the products are based on the corresponding shipping list and the acknowledgement of receipt, due to be signed by the Customer upon receipt.

Delivery and installation of the devices:

The devices will be delivered by Company to the delivery address specified by the Customer. The installation of the purchased devices (installation and filling of the necessary documentation) as well as the training of the operating personnel are carried out by the employees of Company free of charge, unless Parties have agreed otherwise.

7. Penalty, withdrawal

Delay in fulfillment:

In case of the delayed fulfillment of the order, the Customer is entitled to charge a delay penalty of 0.2 % per day commencing from the day of the agreed time of delivery. The delay penalty is based on the net purchase price of the delayed product. The maximum value of the delay penalty may not exceed 10 % of the net purchase price of the delayed product. Should the calculated amount of the delay penalty exceed the maximum, the Customer may cancel the order of the delayed product and is entitled to charge a failure penalty. The maximum amount of such failure penalty should be 10 % of the net purchase price of the delayed product.

Defective delivery/fulfillment:

In the event of defective or incomplete delivery/fulfillment the Customer is obliged to notify Company about finding the discrepancy or defect without delay in writing. Company is obliged to replace or repair the faulty product within 30 days. Should the faulty product be not replaced or repaired within 30 days, the Customer is entitled to charge Company a penalty for faulty fulfillment. The amount of this penalty may not exceed 10 % of the net purchase price of the respective product/service. If Company is unable to arrange the replacement or repair within 90 days, the Customer may cancel the order of the faultily delivered products/services and is entitled to charge a cancellation penalty. The amount of the cancellation penalty shall be 10 % of the net purchase price of the respective product/service.

The Customer is entitled to deduct the amount of penalty from the amount to be paid to Company. Parties state, that the Customer may enforce penalty against Company on only one legal basis at the same time.

Order cancellation:

In the case Company cancels an order previously confirmed in writing, the Customer is entitled to charge the Company a cancellation penalty in the amount of 10 % of the net purchase price of the affected product(s).

In the case Customer fully or partially cancels an order before delivery, the Company is entitled to charge the Customer a cancellation penalty. The amount of the cancellation penalty shall be 10 % of the net purchase value of the cancelled part of the order.

In the case Customer fully or partially cancels an order during or after the delivery, the Company is entitled to charge the Customer a cancellation penalty as well as the cost of delivery and installation. The amount of the cancellation penalty shall be 10 % of the net purchase price of the affected product(s).

8. Invoicing and payment terms

The products are invoiced according to the shipping list; the date of fulfillment is the day of handing over the products to the Forwarder, except that the Parties have agreed otherwise. The Customer

receives two copies of the invoice with the product or later (in case if the delivery address is not the same as the billing address) by registered mail. If the Customer requests the invoice to be sent electronically, Company will send a copy of the invoice (in .pdf format) to the e-mail address specified by the Customer.

In case of bank transfer, the invoice issued by Company the payment due date, based on the prior agreement of Parties, shall be indicated. If not agreed otherwise, the payment deadline is 15 days from the date of issue of the invoice.

The Customer is obliged to settle the total invoice value to the bank account indicated on the invoice.

If a partial or full advance payment has been agreed by Parties, Company will issue an advance invoice and following the completion, a final invoice.

In case of late payment of the invoice, Company shall be entitled to charge late payment interest at the central bank prime rate valid on the first day of the calendar half-year affected by the delay increased by eight percent point.

Claims about an invoice being found incorrectly issued have to be presented before the expiry of payment time. If the claim is justified, Company shall void the respective incorrect invoice and issue a new invoice with the payment term commencing from the date of the new invoice.

9. Reservation of ownership

All delivered products remain the property of Company until the receipt of full payment of the corresponding invoice.

Customer is obliged to upkeep those products with utmost care and in case of justified claim (e.g. no payment) to return them in original condition to possession of Company.

10. Extraordinary termination

Either Party may terminate the contract with immediate effect in the case of its serious or intentional breach of the contract by the other Party.

11. Warranty, service

ABL&E-JASCO Hungary Ltd. grants one year warranty for the products distributed by Company, excluding fragile parts, consumables and failures caused by Customer's fault, commencing with the date of installation.

This warranty shall not cover:

- failures caused by improper handling and use
- failures caused by not complying with instructions of usage
- failures arising from insufficient training of personnel
- failures arising from improper maintenance and servicing, as well as from unprofessional repairs and alterations if not performed or approved by technical personnel of Company.

If the installation of the device has to be delayed due to causes attributable to Customer, the warranty period shall be 13 months from the date of delivery.

Customer is bound to report all quality deficiencies, defects as well as failures of devices in writing to Company without delay.

Repair of the devices within the warranty period shall be free of charge.

Depending on the failure Company performs the repairs at the Customer's site or at its own premises. Company grants 6 months warranty on main subunits installed in the equipment as well as on the respective service labor.

12. Software

If the product contains software, the Customer acquires the non-exclusive and non-transferable right to use the software for contractual purposes. The right of use regarding the mentioned non-exclusive and non-transferable rights should be implemented in accordance with the license conditions of the manufacturer. The right to use shall not cover either the source code of the software, or its independent editing. Copying and reverse engineering of the source code are prohibited.

13. Force Majeure

Force Majeure is defined as unforeseeable, exceptional event beyond the will and control of Parties. Examples of Force Majeure events are among others natural catastrophes (earthquake, floods, fire), nationwide strikes, war, epidemics, acts of terror.

Non-fulfilling of contractual obligations by one of the Parties due to Force Majeure events shall not constitute a breach of contract. The occurrence of Force Majeure must be reported in writing by the respective Party towards the other Party, including its impact on the fulfillment of the contract.

In case that the duration of the Force Majeure event exceeds 90 days, both Parties are entitled to terminate the contract in writing without establishing a penalty payment obligation.

14. Privacy

The Parties agree to treat confidential and retain all information, data and trade secrets came to their attention and knowledge in the course of doing business, and to take the necessary care and all actions to prevent their disclosing to unauthorized third parties. The confidentiality obligation also binds the employees of both Parties.

15. Mixed provisions

Hungarian law is applicable to the legal relationship of the Parties.

The Parties shall strive to solve all disputes arising during the fulfillment of the contract by peaceful mutual agreement. If these efforts prove unsuccessful and Parties cannot reach an agreement, the case should be referred to the Permanent Arbitration Court at the Hungarian Chamber of Commerce and Industry.

The invalidity of a provision or a part of a provision of these Conditions does not invalidate other provisions of the contract. In such case, the Parties shall try to replace the invalid provision with another provision most closely corresponding to the legal and the economic content of the replaced provision.

All matters not regulated in these Conditions, are governed by the the applicable legislation, including the relevant provisions of the current Hungarian Civil Code.


Szepesi Ildikó
Managing director
ABL&E-JASCO Hungary Ltd.