

**Gép és Daru Kft.**

Budapest Kelenvölgyi határsor 5. H- 1119

12572382-2-43

+36 1 371 2800

gd@gepesdaru.hu

[www.gepesdaru.com](http://www.gepesdaru.com)

## General Terms and Conditions (GTC)

Please read these General Terms and Conditions (GTC) carefully before purchasing any products or services from our company. By placing an order, you agree to the following terms and conditions.

### 1. Service Provider Information

- Company Name: [GD Gép és Daru Kft.]
- Registered Address: [1119 Budapest, Kelenvölgyi htsr. 5.]
- Company Registration Number: [01 09 693138]
- Tax Number: [12572382-2-43]
- Representative: [János Kutasi, Managing Director]
- Contact Email: [gd@gepesdaru.hu]
- Phone Number: [06-1-371-2800]

### 2. General Provisions

2.1. These GTC apply to all legal transactions established between the Service Provider and the Customer within the framework of an Order submitted by the Buyer.

2.2. The Service Provider reserves the right to unilaterally amend the GTC, with any changes becoming effective upon publication on the website.

### 3. Products and Services

3.1. A detailed description and price of the products and services offered by the Service Provider are included in the Quotation.

3.2. The Service Provider strives to provide detailed and accurate representations of the products and services; however, the images, diagrams, descriptions, etc., presented in the Quotation may differ from the actual items.

### 4. Order Process

4.1. Orders are placed electronically with reference to the Quotation.

4.2. The Buyer is obliged to provide accurate information relevant to them during the ordering process.

4.3. Within 48 hours of order submission, the Service Provider will send an electronic order confirmation to the Buyer, detailing the order and conditions.

4.4. The transaction is deemed complete once the confirmation email sent by the Seller becomes accessible to the Buyer within their email system.



## 5. Payment Terms

5.1. The prices specified in the Quotation and confirmed in the Order Confirmation are fixed and may only be altered by additional or modified orders.

5.2. Payment shall be made by bank transfer, following the schedule specified in the Quotation and confirmed in the Order Confirmation, respecting the designated payment deadline.

5.3. Compliance with the payment terms is a precondition for the fulfillment of the products or services described in the Order and confirmed in the Order Confirmation.

5.4. If the Buyer fails to meet to the specified payment deadline, the Service Provider is entitled to suspend manufacturing/ provide of service or withdraw from the worksite without liability for delay stipulated damages or other compensation. Following the payment of the overdue invoice, manufacturing/ provide of service may resume with a new extended deadline in proportion to the delay.

5.5. The Seller hold title in the product(s) until the contractual amount is fully paid.

5.6. The Seller may charge the contractual amount default interest of 0.5% per day, up to a maximum of 5%, if the Buyer fails to fulfil the payment terms and the Buyer delays with the payment beyond 30 days without any prior notice.

## 6. Delivery Terms

6.1. The Service Provider shall fulfill orders by the deadline, conditions, and terms of parity specified in the Order Confirmation.

6.2. Delivery costs are itemized separately and are not included in the price provided by the Service Provider.

## 7. Right of Withdrawal

7.1. The Buyer has the right to rescind the contract; to exercise this right, the Buyer must notify the Service Provider in writing.

7.3. In the event of withdrawal, a report will be prepared detailing the current state of the project, based on which the Buyer pay the Service Provider for the costs incurred until the time of withdrawal.

7.4. Any documents or products generated up until the time of withdrawal may be handed over to the Buyer by the Seller, in the case the Buyer pays the associated fees.

## 8. Warranty and Liability

8.1. The Service Provider provides guarantee for the products in accordance with the legal provisions of warranty and liability conditions.

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8.2. In the case of defective performance, the Buyer is entitled to request the repair of the product.

## 9. Data Protection

9.1. The Service Provider handles the Buyer's personal data in compliance with data protection legal provisions.

## 10. Ownership Rights

10.1. The Service Provider holds the title in designs, drawings, and intellectual property associated with the products designed by the Service Provider. The Buyer may not transfer, sell, or use the concept designs and manufacturing drawings to third parties without the Service Provider's written consent.

10.2. Any product manufactured by the Service Provider based on designs/drawings provided by the Buyer remains the property of the Service Provider until the full contractual payment has been received from the Buyer.

10.3. The Service Provider holds the title in all information, drawings, diagrams, etc., received by the Buyer during the provision of services and may not be used or transferred by the Buyer.

## 11. Miscellaneous Provisions

11.1. For any issues not addressed in these GTC, the provisions of Act V of 2013 of the Hungarian Civil Code (Ptk.) shall apply.

11.2. The parties shall endeavor to resolve any disputes primarily through peaceful negotiation.

## 12. Contact

For any questions, please contact us at one of the following:

- Email: [gd@gepesdaru.hu]
- Phone: [+36 76 555 222]

**Last Updated:** [2024.07.01]

Thank you for using our services!

Lajosmizse, 2024.11.12.