

General Terms of Sale and Contract

Please read our general terms of sale and contract before placing your order. We can only depart from these terms based on an individual agreement made in writing.

If requested, EPS NEO Zrt. calculates the quantity of the necessary ProKoncept building units free of charge, which is regarded as an offer and is not binding. Our price offer is valid for 30 days. In case you wish to use this service, please contact our regionally competent sales representative and forward the building plans to us.

1. Conclusion of the Contract

The contract is concluded according to the general terms of sale and contract, based on the currently valid prices, when the order is signed and the whole purchase price is paid.

2. Ordering

The order shall contain the names of the ordered products, the detailed explanation in case of quantity calculation performed by us, as well as the delivery and notification address. During delivery, we calculate the units applying 5%-10% plus as reserve and round the quantities to whole bales. If the customer cannot submit the exact delivery address, it is obliged to supply a detailed description or drawing with the order about the accessibility of the destination. When the order is signed, we give the expected date of delivery, which is a maximum of 2-4 weeks in case of standard units; 6 weeks in case of 30, 35 and 40 units; with the exception of individual agreements. The delivery date on the order is for guidance only; it needs further coordination on the phone before delivery. By signing the agreement, the customer acknowledges to have read our general terms of contract and our planning and building reference material in detail.

4. Cancelling order

In case, buyer cancels the order, EPS NEO Zrt. has the right to withhold 10% of the total amount of the order, as managing fee. EPS NEO Zrt. transfers the remainder within 30 days for the customer.

3. Prices, Invoicing, Services

The prices set by EPS NEO Zrt. are valid for the whole country. The goods remain the property of EPS NEO Zrt. until the whole purchase price is paid in full. The right of property is reserved until all the claims of EPS NEO Zrt. against the customer are settled. Our price offers remain valid for 30 days.

3 (three) days after the countervalue of the products is paid, our company shall issue an advance invoice and sends it to the customer without delay. Please always notify us in writing if you fail to receive one of our invoices!

4. Delivery

We deliver the units of the ProKoncept building system (masonry blocks and their accessories, roof panels) in bales, binded; the section ending panels are sacked and our floor space system is delivered without packaging.

Delivery is ordered at the same time as the building material is ordered. We indicate the transportation fee on the advance invoice. In case the transportation is not done by our company, the customer can receive the ordered products in the warehouse of the manufacturer between 8 am and 12 pm; any damages caused during transportation are the responsibility of the customer.

The customer shall in every case indicate-request the date of delivery in writing two weeks before delivery, which ProKoncept Zrt. shall acknowledge in a spoken or written form.

In case transport is organised by Prokoncept Zrt., the given and confirmed date of transportation is informative, about the exact time of arrival we can only give information after uploading.

Delivery is acknowledged in a way that the customer or its representative signs the delivery note. **In case the customer or its representative fail to be present in person at the receipt of the goods on the deliver date, we cannot hand over the goods as the delivery note is not signed, therefore the goods are transported back and we shall debit the customer with all the resulting expenses.** The customer shall indicate on the delivery note any damages caused during delivery, as well as any undelivered products. It is always the customer's duty to arrange the unloading of the goods.

The customer shall guarantee accessibility if the delivery location. In case the delivery location is not accessible by truck, the customer shall receive the goods at the closest accessible point, where the unloading takes place and the customer arranges the transportation of the goods to its facility.

5. Late Delivery

If EPS NEO Zrt. is unable to execute delivery within 30 days after the delivery date it originally undertook due to a prolonged breakdown, the prolonged lack of materials needed for production, traffic obstacles or any other causes outside ProKoncept's responsibility, force Majeure, then both parties are entitled to withdraw from the agreement and ProKoncept Zrt. shall pay the purchase price back to the customer.

6. Obligatory period of suitability, Complaints

EPS NEO Zrt. is only obliged to examine customer complaints if the signed order and the payment certificate issued at the sale of the goods are supplied. Any complaints arising from delivery shall be indicated in writing, e-mail or fax within 48 hours after delivery.

The costumer is only obliged to take over I. class products. Prokoncept Zrt. undertakes to observe the equity of complaints not arising from delivery within three working days.

In case the complaint is right, Prokoncept Zrt. ensures the change of wrong elements within 7 working days. Until the goods are changed, the costumer is obliged to store and protect the wrong goods properly. It is obligatory even if the costumer has already forwarded the

questioned goods to its client, otherwise EPS NEO Zrt. or its suppliers are no longer responsible for the products.

Regarding the technical parameters of the products sold by EPS NEO Zrt., the Hungarian standard MSZ EN13163:2001 shall apply.

Dimensional tolerance:

Length and width: according to EN 822 $\pm 0,6\%$ or $\pm 3\text{mm}$

Thickness : according to EN 823 $\pm 2\text{mm}$

If an interval of more than 3 months is applied during the building of masonry without closing the level, this qualifies as unprofessional utilisation and we cannot accept any complaints due to the inaccuracy of dimensions in such cases.

In case of complaints ProKoncept Zrt. shall always judge the arisen problems according to the currently valid national standard. The lawfulness of the obligatory period of suitability is judged according to the ÉVM-IPM-KM-MEM-BKM Decree of 11/1985 (VI. 22.) and Act X of 1993.

7. Guarantee

In case of proper use, EPS NEO Zrt. undertakes the legally prescribed guarantee for the building units it sells.

The external and internal insulation of the Prokoncept building system is mechanically vulnerable to damages (just like any other insulation of polystyrene base) so it must be protected from any kind of mechanical impact; the best solution is to cover the insulation layers as soon as possible.

8. Legal Disputes

In matters not regulated in this General Terms of Sale and Contract, the provisions of the Civil Code shall apply.

*Proper storage means storing the products in an area protected from the extreme environmental impacts in a covered place. The building units must not be covered with transparent foil.