

GENERAL TERMS AND CONDITIONS

for the contracts of AI-Robotics Ltd.

The AI-ROBOTICS Commercial Limited Liability Company (seat: 2120 Dunakeszi, Bagoly utca 5., company registration number: 13-09-148399, tax number: 23423842-2-13, represented by: Dominik Németh, managing director; hereinafter: „Supplier”) supplier has worked out the following general contract conditions (hereinafter: "GCC") for the determination of the contents of individual agreements (hereinafter: „Framework agreements”) to be entered into with its orderers (hereinafter: "with its Orderer(s)”) on the basis of subsection (1) of section 6:77 of the Civil Code.

1. PREAMBLE

1.1 The fundamental conditions of the contractual relationships to be established between the Supplier and the Orderer, regarding supplies of the Supplier (hereinafter: "Goods") are regulated by the Framework agreement (hereinafter: Framework agreement) and the present GCC. The Framework agreement shall be a document concluded for the purposes of the delivery of Supplies based on Supplier's quotation and Orderer's order, expressing the mutual agreement of the Parties. For issues not regulated in the Framework agreement, provisions of the GCC shall be governing. The present GCC shall be governing for all orders for goods to be ordered by Orderer from Supplier. In case of contradiction, the provisions stipulated in the Framework agreement shall prevail.

1.2 The present GCC and the Framework agreement shall form altogether the entire agreement of the Parties relating to the order of the given Goods. By forwarding its order, Orderer shall expressly acknowledge and accept the provisions of the current GCC, following the examination of the above GCC. Furthermore, by forwarding its order, the Orderer shall declare that the GCC shall not, on the basis of subsection (2) of section 6:78 of the Civil Code, contain any conditions deviating significantly from usual contractual practice and provisions relating to the contract, or from any stipulation of contracts previously applied by and between the Parties.

2. GENERAL PROVISIONS

2.1 The detailed list of Goods supplied by Supplier shall be included in Framework agreements concluded on the basis of the present GCC.

2.2 All orders may exclusively be delivered in writing (by mail, fax or e-mail) for Supplier.

2.3 The Parties shall undertake commitments to manage confidentially the fact and conditions of offers, orders, and the present Framework agreement, respectively business secrets learned in the course of the performance of the Framework agreement, not making available these data, nor making them known to third parties. All facts, pieces of information, solutions or data related to the economic activity of the Parties shall qualify trade secrets, the disclosure, possession or use thereof by unauthorised persons would infringe or endanger the lawful financial, economic or market interests of either party.

2.4 By submitting its order, Orderer shall declare that it disposes of the counter-value of the ordered Goods, and it is not under any liquidation, bankruptcy, voluntary dissolution, enforcement proceedings or any other proceedings which would impair its solvency.

2.5 Orderer shall acknowledge that in case of its payment default exceeding 14 days Supplier shall be entitled to take measures to collect the purchase price.

2.6 Supplier shall be entitled to refuse to accept an order or its performance if Orderer defaults on any of its current obligations to Supplier.

2.7 Orderer shall exclusively be entitled to use the "AI-ROBOTICS" and the "GEEK+" brand name, logo and any of their written and electronic external versions exclusively by the prior information and written permission of AI-Robotics Ltd.



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2.8 Supplier shall reserve the right to refuse any individual order below HUF 1.000.000 net value or to request the submission of a supplementary order in order to achieve or exceed this value. The items of a single order shall be delivered to one delivery address only. If the requested delivery address is different from the standard delivery address of the Orderer, the emerging extra costs may be devolved by Supplier to Orderer.

3. SUPPLIER'S OBLIGATIONS

3.1 Any delivery shall exclusively be performed according to the delivery conditions of Supplier, subject to deviations stipulated in the Framework agreement. Goods ordered by Orderer shall be delivered at Supplier's seat at Bagoly str. 5, Dunakeszi. Supplier immediately notifies Orderer of the arrival of Goods. This notification may happen by phone, verbally, by fax, per e-mail, etc.

3.2 Supplier shall undertake to hand over Goods in stock to Orderer within 5 working days, while Goods out of stock shall be delivered within the deadline agreed in the contract.

3.3 In case Supplier communicates to Orderer within the performance deadline that it will default in performance, and Orderer acknowledges this and does not rescind the order, Orderer shall not be entitled to claim default penalty or damages later.

3.4 Depending on the quantity of the order, Supplier shall be also entitled to perform in installments, which may not be rejected by Orderer.

3.5 Supplier shall undertake to provide Orderer with documentation and information prescribed by law on the delivered Goods.

3.6 In case of vis maior and other unexpected events outside the Parties, especially strike or shutdown at the manufacturer, or at the carriers involved in the performance of the present contract, extraordinary natural conditions (flood, fire etc.), Supplier shall be entitled to extend the performance deadline by the period during which the vis maior causes determined in the present section exist. Supplier shall be obliged to immediately notify Orderer of such abnormalities and events listed above. The occurrence of any such events referred to in this section, however, cannot result in Orderer's rescission of the present contract or to be exempted from the performance of its obligations included therein.

4. ORDERER'S OBLIGATIONS

4.1 Orderer shall undertake to confidentially manage all information included in a purchase offer handed over to them and, in any other document related to the present contract even in the event of the performance of the present contract, or the frustration or the cessation thereof, and not to disclose it to third parties without the written consent of Supplier. In case of the partial or full frustration of the performance by any reason Orderer shall be obliged to return to Supplier the received documents and all copies thereof as well as all eventually delivered Goods or any of their elements.

4.2 Orderer shall not be entitled to refuse the delivery of Goods by claiming minor faults. Faults of the Goods not affecting their functionality, operation, maintenance and development shall be considered as minor faults.

5. COUNTER-VALUE OF GOODS

5.1 The counter-value of Goods shall be determined based on EXW parity, subject to deviations stipulated in the Framework agreement. The counter-value of Goods shall be included in the commercial invoice issued by Supplier. The price includes packaging fees, subject to deviations stipulated in the Framework agreement by the parties. The prices given in the offer do not include the prevailing VAT in force.

5.2 In case the offered purchase price does not contain in a separately listed way the amount to be paid under the title of waste management fee, then the Orderer shall be obliged to pay this fee to Supplier in addition to the offered purchase price, simultaneously to the payment of the counter-price of the Goods.



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5.3 Should any bank expenses emerge at Supplier's part, in the course of payments performed by bank transfer of Orderer to Supplier, these costs shall be paid by Orderer to Supplier, within 8 days upon the notification of Supplier thereof.

5.4 Orderer shall be obliged to transfer the counter-value of the ordered Goods, respectively all amounts eventually to be paid for Supplier under any other legal titles to Supplier's bank account. Orderer shall not be entitled to claim any eventual formal defects of the invoice or any difference in data. Upon Orderer's request, Supplier shall correct the invoice, however, with the payment deadline of the original invoice. Orderer shall not, under any legal title, be entitled to subtract from the counter-value of the invoice, including the legal titles of set-off and counter-claim.5.5 For Orderers who defaulted for over 14 day of payment delay in the course of their earlier purchases/orders, and later performed these defaults of theirs, Supplier shall reserve the right to hand over the ordered Goods only against payment in cash or prior bank transfer of the complete amount of purchase price.

5.6 Supplier shall reserve the right to amend the product prices due to changes in procurement conditions or extra costs emerging as result of the modification of the relevant legal background, specifically the introduction of new authorities' fees or taxes, or the ascent in the measures of the existing fees, respectively the changes in exchange rates, with a 15-day period of obligation for announcement.6.

6. RETENTION OF TITLE

6.1 Supplier shall retain the title of ownership of delivered Goods until the complete payment by Orderer of the entire purchase price and its eventual interests accrued, therefore during this period Orderer shall not be entitled to transfer the ownership of delivered Goods to third parties and shall not be entitled to encumber them either, or pledge them as security.

6.2 Should Orderer violate its obligations determined above, Supplier will be entitled to rescind the given Framework agreement or to terminate it with immediate effect awhile transporting back the Goods affected by retention of title, in case Orderer fails to meet its obligations even within a reasonable deadline set by Supplier to remedy the breach of contract. Orderer shall be obliged to return the goods affected by the retention of title.

The fact that Supplier transports back the Goods affected by retention of title and/or exercises the retention of title or sequesters the Goods affected by retention of title, shall not qualify in itself as the rescission of the given Framework agreement or its termination with immediate effect, unless Supplier would declare it expressly in a writing form.

7. WARRANTY, GUARANTEE

7.1 Having received the Goods, Orderer shall be entitled to make a quality complaint as per conditions set out, in the legal regulation. Quality fault shall always be proven by Orderer. Should Orderer resell the Goods, it becomes liable for damages arising from transportation.

7.2 For products sold by Supplier, Supplier shall undertake a minimum warranty of 24 month following the delivery of the Goods (in measures differing by product groups) for the good quality and eligibility for proper use of the Goods. The condition of undertaking warranty is that Orderer uses the product for its proper use, as prescribed in the instructions for use. Supplier shall undertake warranty only for products the purchase price thereof has been fully paid.

7.3 Supplier shall not be liable for conditions it is unable to affect. Such conditions are: natural catastrophe, activities of third parties, not proper use, installation, use or storing not as per instructions.

7.4 Supplier's obligation for warranty shall exclusively cover the original Orderer who shall not be entitled to transfer or assign its rights to third parties without Supplier's written consent.

7.5 The maximum amount of Supplier's liability shall be equal to the net purchase price paid by Orderer. Supplier shall not be liable for indirect and consequential damages.

7.6 In the absence of a contrary agreement, Supplier shall start the examination of the complaint as soon as possible following the receipt of the written report of the fault.

7.7 Warranty can be enforced at Supplier's premises.



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7.8 Supplier's warranty shall not cover faults arising from natural wear and tear, improper activities of installation or use, Orderer's or third parties' negligence not proper use or vis maior. Costs and risk of repairs, parts and their transportation in such cases are carried by Orderer.

Furthermore, Supplier's obligation for warranty shall not cover cases when third parties repair or modify Goods subjected to the present agreement, without the express, written consent of Supplier.

7.9 Parties agree that Supplier shall not be liable for direct or indirect damages due to shutdowns or obstructions of Orderer's work arising from the reparation or replacement of Goods or a part thereof by Supplier during the warranty period.

7.10 Apart from Supplier's warranty, Orderer shall be entitled to implied warranty as per legal regulations, with regard to the Goods handed over.

8. RESCISSION

8.1 Orderer shall be entitled to rescind in a written form the present contract subject to conditions determined in the Framework agreement.

8.2 Ordered and received Goods shall not be bought back, subject to deviations stipulated in the Framework agreement.

8.3 If Supplier communicates in advance that, the performance and transportation to the store will be delayed, Orderer shall be entitled to rescind the contract only in case of a minimum 4-week delay.

9. GOVERNING LAW, OTHER PROVISIONS

9.1 For issues not regulated in the present contract, Act V of 2013 on the Civil Code and other, related Hungarian legal regulations shall be governing.

9.2 Any chapter, section, point, subpoint or other part of the present GCC and/or the Framework agreement, which violates any legal regulation, or is or becomes unenforceable, invalid or unexercisable, shall be separated from the rest of the contract; these shall lose force according to the rate of violation of law, unenforceability, invalidity or unexercisability, shall not affect, however, other provisions of the present GCC and/or the Framework agreement, which shall be separated from the void provision and shall remain in force.

The Parties shall undertake to immediately substitute the unenforceable and invalid stipulations/provisions in a way that the goal as per the original intents of the Parties may be reached by the replacing, valid provision.

9.3 The present GCC and its unchanged contents shall remain valid and, in force until any written amendment by Supplier. Supplier shall reserve the right to unilaterally modify certain provisions of the GCC in the future. Supplier shall notify Orderer on the modification of the GCC in a message sent to Orderer's email address indicated in the Framework agreement. If Orderer does not express its dissent relating to the modifications within 8 days upon the receipt of this notification, then the modified GCC shall be considered as accepted from Orderer's part. Should Orderer not intend to accept the modified GCC and expresses in writing this intention of theirs towards Supplier, this notification shall parallelly qualify as the voluntary termination of the Framework agreement by Orderer and the contract shall cease between the parties by the expiration of the notice period stipulated by the Framework agreement. Any amendments of the GCC shall be published by Supplier on its website (www.AI-Robotics.hu) prior to its entering into force.

9.4 In case of any difference between the Hungarian and English versions of the present GCC the Hungarian version shall be governing in the course of the interpretation.

Issued by/date:

Dominik Németh, Managing Director of AI-Robotics Ltd.

123rd of August, 2020 Dunakeszi



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