

AccessPoint Kft.

General Terms & Conditions

AccessPoint Kereskedelmi és Szolgáltató Kft office: 1116 Budapest Vegyész u. 17-25. Hungary, represented by: Gergely Zelena general manager and Tamás Németh general manager; e-mail address: info@accesspoint.hu; homepage: www.accesspoint.hu; registered by the Capital Court under Reg. No.: 01-09-704529, tax No: 12810239-2-43.

The main business activity of Accesspoint Kft is wholesaling of computers and software.

Accesspoint Kft uses the following Terms and Conditions concerning its business contracts.

1. Scope

1.1 All contracts concluded with our resellers and contractors ("Client") are subject solely to the following *General Terms & Conditions*. The *General Terms & Conditions* automatically become a component of contract, unless otherwise stipulated in writing.

1.2 If a written contract is existing between the Client and Accesspoint which contradict or deviate from this *General Terms & Conditions*, the terms that not regulated in the contract shall prevail.

1.3 This *General Terms & Conditions* – taken into consideration the specific rules of par. 8 - shall apply also the contracts concluded via the WEB system of Accesspoint Kft

1.4 General Terms & Conditions also apply even if Accesspoint delivers without reservation in the knowledge of the Client 's conditions which contradict or deviate from the General Terms & Conditions.

2. Clients

Accesspoint Kft distributes IT related products to companies running their business as IT resellers or internet service providers (Client). The Client shall proof the above mentioned with a Company Data Sheet or Deed of Establishment. Client agrees to be noticed as a checked client in Accesspoint's client database.

3. Offer, order, delivery

3.1 The offers of Accesspoint are free of obligation, non-binding and always depend upon the delivery of the suppliers of Accesspoint Kft.

3.2 For the goods offered by Accesspoint, an order can be placed either in writing via the webshop, or via e-mail, whereas the order shall contain the exact quantity and type of the goods.

For goods in stock, a verbal orders is also applicable.

Accesspoint Kft shall made its best efforts to give feedback in writing whether the order is accepted or not the soonest possible, but no later than 7 working days from the arrival of the order.

The feedback on orders placed via webshop shall be sent in an automatic e-mail. On orders placed in other ways, the feedback either can be an e-mail or under the "Aktív rendeléseim" (active orders) section of the webshop.

3.3. Orders shall be cancelled only in a period that the supplier also agrees to the cancellation from Accesspoint Kft without consequences. If the supplier agrees to Client's cancellation, it may be entitled to charge a cancellation charge of 5-15% of the net order price for each Product that is the subject of such cancellation. The charge shall be borne by the Client. Shall the supplier disagree to the cancellation Client is obliged to take over the goods and pay the price.

3.4. The contract is concluded by the accept of the order in writing by Accesspoint Kft., or the takeover of the goods by the Client.

3.5. The handover of the goods shall take place together with the handover of the invoice or the certificate of handover. Quantity claims shall only be accepted written on the certificate of handover.

3.6. The risk of damage shall pass to the other party upon the handover, so any damage on the goods shall be borne by the Client from that day.

3.7. All purchase orders for goods are subject to acceptance or rejection and the shipping by suppliers. Therefore shipping terms announced by Accesspoint Kft are non-binding. Accesspoint shall not be liable for any late shipping. Shall the shipping be overdue more than six week the terms announced, Client shall cancel the order.

3.8 Orders to deliver from stock sent via web, phone or e-mail shall be shipped the next day, from Monday to Thursday, if the order is arrived before 15:00. Shall the order arrive after 15:00, it shall be processed the next working day and delivered afterwards. No deliveries on weekends.

3.9 If according to Accesspoint Kft. the weight or volume of the order exceeds the limits of packet delivery, the Orders to deliver from stock sent via web, phone or e-mail shall be shipped by pallet delivery in 48/72 hours as follows:

The order shall be sent to the transporter the next working day. Shipment in 1-2 working day afterwards.

No deliveries on weekends.

3.10 Unless expressly stated otherwise in written contract, the place of takeover is the office of Accesspoint Kft.

4. Pricing

4.1. The price lists and other regularly announced brochures published by Accesspoint Kft are for information only. The purchase price are those indicated on the acceptance of the order or the price agreed before the purchase.

4.2 Client acknowledges that even the accepted purchase price shall be increased if –due to price change at the supplier, change in exchange rate or any similar changes – the costs of Accesspoint Kft are increased. Such price change shall be proven by Accesspoint Kft.

4.3 Accesspoint Kft may – upon its sole decision – calculate reduced rates to Client.

4.4 If, despite all the care taken by AccessPoint Ltd., an incorrect price is displayed on the Webshop, e.g., a "0" Ft or "1" Ft price is shown due to a system error, AccessPoint Ltd. is not obliged to confirm the order at the incorrect price, but has the option to confirm the order at the correct price, and thereafter the Client has the option whether to accept the confirmed order or not. Incorrect price means a price that is clearly false in a manner that is recognisable to a reasonable customer in the light of relevant commercial practice and average market prices.

5. Payment terms, collaterals

5.1. The invoice shall be handed over by the handover of goods. Upon Client's request, Accesspoint Kft shall send forth the invoice electronically too. In this case the performance of the contract shall be confirmed by a certificate of handover. By accepting this *Terms and Conditions* Client acknowledges also the conditions of electronic invoicing.

5.2. Payment shall be due to the term written on the invoice without any reduction. No claims concerning the invoice shall cause late or non-payment. Any such claim shall be noticed in writing in 8 days from the handover of the invoice. After judging the claim, Accesspoint Kft. may send a correctional invoice.

5.3. Delayed payment by wire transfer is only available to Clients who are qualified suitable upon commercial and financial references.

5.4. Shall the Client fail to pay the invoice in the payment period, Accesspoint Kft. may charge default interest according to the actual Civil Code (interest for late payment to economic organizations) on the amounts outstanding

5.5. Client is obliged to give a collateral in case of delayed payment or to verify its financial power for its orders.

5.6. Shall the Client breach the conditions of giving a collateral, Accesspoint Kft is entitled to change the payment method to cash, immediate settlement of all non paid orders or terminate the contract.

6. Warranty

6.1. Distributor examines carefully the origin of the Goods in every case, and upon the request of the authorities, is obliged to verify the manufacturer, the provenance and the importer of the Goods by naming the importer or presenting an invoice.

Accesspoint warrants that no third person has any right or claim to object, restrict or prevent the buyer from acquiring ownership on the Goods.

Accesspoint also warrants that every relevant obligations, such as tax and duty regulations are complied before performing the Order, and the Goods are free from any process concerning the breaching of such obligations.

Accesspoint provides 2 years of warranty for products manufactured by Mikrotik or Ubiquiti Networks that are sold by Accesspoint.

6.2. The applicable warranty for the goods sold by Accesspoint Kft are the rules governed in the Hungarian Civil Code (Act 2013/V.) and the 151/2003 (IX. 22.) Gov. ord. with the following amendments:

Accesspoint shall not be responsible for any consequential damage.

The warranty shall be borne by Accesspoint on Goods sold for third parties if the claim fulfils the conditions mentioned in this paragraph.

Accesspoint offers a warranty depending on the type of the Good, and the warranty provided by the manufacturer. In no event shall the warranty period be less than 1 year from delivery.

The right to claim a warranty shall be verified by the invoice, delivery note, or warrant letter produced by Accesspoint. The exact description of the deflection shall be presented together with the claim.

Shall the supplier borne a warranty period longer than the obligatory, Client is entitled to claim warranty issues in this longer period. In any such case Client is informed on the warranty period.

Exclusions from the Warranty:

- product that has its seal(s) on non-user serviceable components or modules broken
- product that has been subjected to unauthorized modifications, tampering, disassembly or repairs
- product that has been broken or otherwise physically damaged
- Hardware that has been subjected to illegal or unauthorized alteration
- product with missing parts
- defects or damage occurring from acts of God
- defects or damage occurring from overvoltage
- defects or damage occurring from improper installation (physical or software installation/software update)
- defects or damage occurring from misuse, abuse
- unable to identify the product (i.e. serial No. removed or made illegible)

6.3 Warranty claims shall be sent to Accesspoint Kft. via the webpage (www.accesspoint.hu) under the menu RMA, by filling in the data sheet. Once the data sheet is properly filled in, our colleague contacts the Client and arranges the handover of the product(s)

6.4 Goods with warranty claims shall only be taken over if the data sheet is fully filled and after our official confirmation. Goods returned otherwise shall not be taken over.

6.5 Being an entity running in commercials, our company is only making preliminary detection; it is the manufacturer who is actually working on repairs. Accesspoint is entitled to offer the change of the defected product if it seems to be reasonable upon the preliminary detection.

Accesspoint is also entitled to sell same type of product to Client in cases where according to the preliminary detection, the warranty claim is dubious – only to make the things faster - with the followings: if the manufacturer finds the claim valid, upon the prior agreement of the Parties, Accesspoint kft credits the price of the returned product or gets the repaired (changed) item as well. Accesspoint Kft shall make the decision concerning the questions above within 7 days of the takeover of the defected product.

After the takeover, the defected product shall be forwarded to the manufacturer, who locates the defect and repairs or changes the item. As result, the repaired product shall be forwarded to Accesspoint, and afterwards we take it over to Client.

While forwarding to the manufacturer generally means a transfer inside the EU, the factors mentioned above could affect the duration of the repair. The average duration of the repairing process is 90 days.

6.6 Shall the manufacturer refuse the warranty claim, we are also obliged to refuse it.

6.7 The location of the handover of the claimed product is the office of Accesspoint Kft or the service point referred in the service manual. The costs of transportation to that place shall be borne by Client.

7. Retention of Title

7.1./ Accesspoint retains title of ownership of the Goods until the purchase price is paid in full according to 6:216 § of the Ptk. (Civil Code of Hungary)

Client, during the operative period of title retention, shall only alienate the Goods if a right to repurchase is granted to Accesspoint on Goods owned by the Client and the right to possess of those Goods is warranted. The worth of such Goods are equal to the purchase price to be paid by the Client. Once the purchase price is paid in full by the Client, the title of ownership transfers automatically.

Shall the Client fail to pay the invoice in the payment period, Accesspoint may claim the money back (including interests), or retain the possession of the Goods. Distributor has the right to decide differently for different Goods ordered in the same occasion.

7.2. Client is obliged to sustain the necessary legal steps of Accesspoint claiming the right of retention of ownership.

7.3. Products delivered for the purpose of test/demonstration shall remain in the ownership of Accesspoint Kft. These products can only be used for the mentioned purpose. The amortisation of these products shall be reimbursed to Accesspoint Kft.

8. E-commerce

8.1. Concerning the e-commerce between Accesspoint Kft. and Client; Client is not labelled as customer, so the rules concerning the rights of the customer of the law on

Electronic commercial services under No. 2001/CVIII shall not govern the contracts made via web.

8.2 E-commerce services of Accesspoint Kft are available through the Internet with a unique password. By giving the password, Client may obtain direct information on the goods available at Accesspoint's store. The password authenticates Client and proves that the order is given by Client.

8.3. The order given via Internet is recorded by the system of Accesspoint Kft. Accesspoint Kft only send a notice on the order when refusing it – with always informed on the reason.

8.4. Client shall be liable on maintaining the password. Accesspoint Kft shall not be liable on damages of Client or third parties caused by unauthorized use of the password. Client shall be responsible for staff authorized to use the password.

8.5. In the webshop, product names, descriptions and photos are always shown. The photos on the page of the products may alter from reality as the photos are always just illustrations. Accesspoint may not be liable for the differences of the photo and the real product.

8.6. Shall an incorrect price shown on the webpage despite all the endeavours of Accesspoint Kft - specially, but not limited to obviously incorrect price (which alters significantly to the price known, agreed or estimated or „0”, or „1” Ft price caused by system failure – it may refuse to deliver the order, but is entitled to offer the deliver int he correct price. Upon The notification, Client may terminate the order.

8.7. When incorrect price is shown, there is a gross unfairness between the labelled and the real purchase price which must be obvious for anyone. According to Act 2013/V (Ptk) contracts are concluded upon the mutual and congruent expression of the parties' intent. If there is discrepancy between contract statements, the contract is not concluded. Therefore the orders confirmed at incorrect price, that is not a contract.

8.8 For goods not available in the stock, the labelled price is always just an approximate information.

9. Data maintenance

9.1 Accesspoint Kft maintains personal data given at Client's free will. Accesspoint Kft uses the data confidentially, only for the purpose of performing the contract and only as necessary to perform the Services under the governing laws. Provider shall obey the governing laws through the whole data maintaining process.

9.2 Client agrees that Accesspoint Kft shall maintain its data necessary for identification for the purpose of making the contract, performing the contract, invoicing and in connection with claims arisen from the contract.

10. Export restrictions

10.1. Client may not under any circumstances export or transit the product to third party if it is possible that this party may use them in connection with nuclear, biological or chemical weapons or rocket technology. Client may not sell goods to any company to whom Client's local government prohibits sales of any Product.

Client acknowledges that it, its subsidiary and affiliated companies, will not directly or indirectly export, re-export, transfer, issue or make available the goods to any destination, any physical or legal entity or to the end user prohibited or restricted under binding EU, UN or USA export control regulation and imposed sanctions, restrictive measures without preliminary permission of the authorized agencies, required by the regulation.

10.2 Accesspoint may refuse to sell the goods if it becomes aware that the selling may harm the export rules of Hungary, EU or the USA.

11. Terms of use of refundable cable drums

11.1 Invoicing: Unless otherwise agreed in writing, the invoicing is as follows: On the refundable cable drums made of metal, wood or hardboard bought by suppliers, Accesspoint issues an invoice containing the ID code and the value of the drum with the general payment conditions. No discount on cable drums. Until the payment, the drums are under the ownership of Accesspoint.

11.2 Quantity and quality handover of drums: The handover of drums takes place on the site of Accesspoint. If Accesspoint carries the goods to the address given by the customer, the handover takes place at this address. In this case, the shipper hands over the drums to the customer. Shall the customer find a damage (break, deformation, buckle, or any such damage) which hinders the use of the drum, or and ID code differing from the indicated on the invoice; customer is obliged to take immediately take a written notice on that and the notice shall be signed by Accesspoint or the shipper on a manner that allows to later identify the signing persons. (Readable name, address, phone number, stamp) After the handover it is the customer who is obliged to use, move and store the drums properly even when the drums are handed over to third party by the customer.

Shall the customer not make the written notice immediately at the handover, Accesspoint no longer accepts any such claims. In this case any damage on the drum is considered to arisen later and the drum shall not be refunded.

11.3 Refund of drums: Unless otherwise agreed in writing, regardless of the place of handover, the shipping back is the obligation of the customer, who bears its costs. Accesspoint is obliged to hand back the damage-free and identifiable drums (corresponding with the ID code handed over), and credits them to the customer with the following conditions:

From the date of shipment, the credit value is as follows:

- upon re-shipment request issued till the 60th calendar day, the credit value is the full value of the drum stated on the invoice
- upon re-shipment request issued after the 60th calendar day, the credit value is the full value of the drum stated on the invoice is discounted by 1% a day. After the 160th day, Accesspoint is no longer obliged to hand back the drums, unless otherwise agreed in writing.

To account the drum handed back, Accesspoint issues a credit invoice to customer including the full, or the discounted value.

11.4. Regardless the conditions above, Accesspoint is continuing the handover of the one-way drums (without value) without any refund.

12. Miscellaneous

12.1 AccessPoint shall hold available the General Terms and Conditions for the Client permanently in electronic form on the webpage www.accesspoint.hu.

12.2 By sending an order – without respect to the WEB or traditional form - Client accepts this *General Terms and Conditions* as obligatory.

12.3 If any part, term, or provision of this *General Terms and Conditions* is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions

shall not be affected.

12.4 The questions not mentioned in this *General Terms and Conditions* are governed by the laws of Hungary, especially the law no 2013/V (Civil Code)

12.5 This Agreement shall be governed by and interpreted according to the laws of Hungary. For purposes of any litigation that may arise out of or in connection with this *General Terms and Conditions*, the parties consent to the exclusive jurisdiction of the Budai Központi Kerületi Bíróság, Budapest Hungary.

This is the English translation of the „Allános Szerződési Feltételek” (General Terms and Conditions) of Accesspoint. Shall the two versions diverge, the Hungarian shall prevail.

Budapest, September 16, 2022

AccessPoint Kft.