KEROX

GENERAL TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS OF KEROX LTD.

1. GENERAL

- 1.1. These general terms and conditions of business form an integral part of every offer from the company Kerox Ltd. (seat: 2038 Sóskút, Kerox street 1., commercial register number: 13 09 067537, hereinafter referred to as: "Company") and all sales and other contracts concluded with the Company. Any general terms and conditions of business of any kind which contravene these terms and conditions of business are deemed to be invalid and legally ineffective.
- 1.2. Any deviations from these terms and conditions are only effective if expressly agreed in writing by the contractual parties.

2. OFFERS

- 2.1. Any offer made by the Company is non-binding and is a subject to technical modification and development. All technical documents remain the intellectual property of the Company; they may not be reproduced or forwarded to third parties without the prior written permission of the Company.
- 2.2. Public statements issued by the Company or an associated third party, in particular in advertising or in details provided with the products, are only deemed to be contractual content if they have been included in writing as part of the offer or where the offer makes an express reference to this.

3. DELIVERY PERIODS AND DATES

Unless a fixed deadline has been expressly agreed, delivery periods are non-binding. In the case of an agreed modification to the contract, the Company is entitled to establish a new delivery date. The Company accepts no responsibility for any delays to delivery caused by third party negligence. In these cases, the other party is not permitted to withdraw from the purchase, and claims for damages will not be accepted.

4. RESERVATION OF PROPRIETARY RIGHTS

- 4.1. The Company reserves the title of ownership of all goods supplied by the Company until full payment of all obligations by the buyer. These goods are not allowed to be sold by the buyer until full payment is made to the Company.
- 4.2. If the full price is not paid by the buyer to the Company within the agreed deadline, the Company is entitled to ask for return of such goods. In this case, the cost of return shall be borne by the Buyer together with any cost of the Company that arose from the non-payment (including legal fees).

5. TERMS OF LIMITED WARRANTY

- 5.1. The Company offers a Limited Warranty for customers and end consumers with the present terms. The Limited Warranty only includes the ceramic cartridge, and excludes demands based on defects of the faucet. The Complaint Handling Procedural Rules shall be applied to the process of issuing the Limited Warranty.
- 5.2. The Limited Warranty is valid for 5 years after the product is purchased by the customer or by the end consumer. The date of purchase must be validated with an original invoice.
- 5.3. The Company may demand give written proof from the customer or end consumer that the product was correctly installed and commissioned in accordance with the installation instructions and that it was serviced annually. The Limited Warranty is only valid in case the instructions were fully met and annual maintenance was performed. It is the customer's or end consumer's obligation and cost to return the product to the Company to the following address: 2038 Sóskút, Kerox u. 1., Hungary.
- 5.4. The Limited Warranty is only valid if the product has a defect which is by no doubt caused by wrong manufacture of design made exclusively by the Company. The Company is not responsible for any defects arising from improper installation, use or maintenance.
- 5.5. After receiving the defected Product, the Company examines it and runs the necessary tests in its laboratory. The Company is allowed to dissemble any Products during this inspection.



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- 5.6. The Limited Warranty only includes an obligation to replace the defected product produced. Any other damages, costs or other demands (including shipping costs from the customer or end consumer to the Company, compensation, accidental, consequential or any other damages caused by the defected product etc.) shall be excluded. The Company's only obligation is to replace the Product or perform its duties as stipulated in section 5.7.
- 5.7. In case the Company no longer produces the defected product by the time the warranty is enforced, the Company according to its choice shall offer a supplementary product or a general compensation equal to the wholesale value of the defected Product determined by the Company.

6. DEDUCTION, ASSIGNMENT

- 6.1. Invoices of the Company shall be paid without any deduction.
- 6.2. Demands against the Company shall not be assigned to third persons.

7. JURISDICTION

- 7.1. The competent courts according to Hungarian law (District Court of Buda and Budapest Environs Regional Court) shall have jurisdiction in any dispute arising directly or indirectly from a contract signed with the Company including with regard to the legality of any events taking place within the scope of contractual relations where the Company is a contractual partner.
- 7.2. Hungarian law shall apply to all contractual relations– including with regard to the legality of any events taking place within the scope of contractual relations where the Company is a contractual partner.

Sóskút, May 4, 2023 Kerox Ltd. József Veréb managing director