



1 General provisions

1.1 ÉMI-TÜV SÜD Minőségügyi és Biztonságtechnikai Kft. (hereinafter: ÉMI-TÜV) is engaged in the performance of tests, inspections, certifications and the approval procedures regarding systems, product technology and personnel.

1.2 The Client hereby accepts the prevailing General Terms and Conditions that are in force at the time of placing the order. Business conditions of individual clients other than that are basically not accepted, except if specifically confirmed in writing.

1.3 Additional agreements, assurances, or other statements by ÉMI-TÜV or employees of experts and involved by the company are binding only if they are specifically confirmed by ÉMI-TÜV in writing. The same shall apply to any modifications of this Section.

2 Performance of the assignment

2.1 Unless otherwise agreed by the parties, contractual assignments shall be performed in view of the applicable regulations in force at the time of contract conclusion. ÉMI-TÜV shall be entitled to specify the method and nature of the tests or inspections independently, based on its own professional judgment, except if otherwise agreed between the parties in writing, or if a specific procedure is required by mandatory specifications. Unless otherwise agreed between the parties in writing, we are not in a position to assume responsibility for the correctness of the safety programmes or safety regulations serving as a basis of the tests.

2.2 ÉMI-TÜV shall be entitled to involve subcontractors in the performance of the contract.

2.3 The scope of the performance of services by ÉMI-TÜV shall be recorded in writing upon placement of the assignment. If changes or extensions are necessary concerning the preliminarily agreed scope of the assignment in the course of due performance of the assignment, then the parties shall make an additional agreement about it in advance and in writing. In this case, the Client shall be entitled to terminate the contract if insistence on the contract on behalf of the Client would no longer be equitable in view of the changes and extensions. However, the Client shall pay the fee as per the agreement, or in the absence of an agreement, a fair fee, as specified by Article 6:213 (1) of the Hungarian Civil Code.

3 Deadlines, delays, impossibility of compliance

3.1 The completion deadlines specified by ÉMI-TÜV shall not be binding, except if specifically so agreed by the parties in writing.

3.2 Should ÉMI-TÜV exceed a mandatory assignment deadline for reasons attributable to it, and is therefore in delay, then the Client – if it suffers any losses due to such delays – shall be entitled to claim compensation for the delay, the extent of which shall be 1% of the contractual value after each complete week lost due to the delay, but in total not more than 25% thereof. Any additional compensation claims shall be governed by the provisions in Section 5.

3.3 If the Client sets a reasonable additional deadline for ÉMI-TÜV after the due date of the assignment, and ÉMI-TÜV also misses this deadline, or if compliance becomes impossible for ÉMI-TÜV, then the Client shall be entitled to terminate the contract, and to claim compensation instead of performance if ÉMI-TÜV has failed to act as required. Articles 6:174 and 6:159 of the Civil Code are not affected by this.

4 Guarantee

4.1 The guarantee provided by ÉMI-TÜV shall only cover deliverables specifically assigned as per Section 2.1. No guarantee shall be assumed for the regularity and operation of complete installations which the parts evaluated or inspected belong to; in particular, ÉMI-TÜV shall not assume any liability for the structure of the inspected installations, for the selected materials and installation thereof, except if those specifically comprise part of the assignment. The guarantee obligation and legal liability of the manufacturer shall not be limited or transferred even in this case.

4.2 The guarantee obligation of ÉMI-TÜV shall be limited mainly to supplementary performance within a reasonable deadline. Should supplementary performance be unsuccessful, i.e. be rendered impossible or not be reasonably expected from the Client, or if subsequent performance is unduly rejected or unreasonably delayed by ÉMI-TÜV, then the Client shall be entitled to request a reduced price or to terminate the contract, at its choice.

4.3 The requests for supplementary performance, reduction of the price or termination of the contract that are not subject to the effect of a lapse as specified by Article 6:163. (3) of the Civil Code, shall lapse one year after the legal commencement date of such lapse, except if the fault was fraudulently concealed by ÉMI-TÜV.

4.4 The contribution to costs as per Article 6:166. (1) of the Civil Code shall not be affected by the above.

5 Liability

5.1 ÉMI-TÜV shall only be held liable for damages – under any legal title – if those were caused by ÉMI-TÜV intentionally or by gross negligence, or if ÉMI-TÜV has violated any of its substantial contractual obligations ("cardinal obligations") negligently. In the event of a violation of its substantial contractual obligations, in each case ÉMI-TÜV shall only be liable for damages that are typical due to the nature of the contract and are foreseeable at the date of contract conclusion.

5.2 The application of Article 6:541. of the Civil Code is excluded concerning the legal relationship between the parties, that is if any damage is caused by a senior manager of ÉMI-TÜV to the Client in respect of this legal relationship, then the Client shall not be entitled to claim compensation from the senior manager, but only claim from ÉMI-TÜV. The application of Article 6:142. of the Civil Code is excluded concerning the legal relationship between the parties. In case there is a breach of contract between the parties, then the parties shall regulate the liability for the damages caused by such breach of contract so that the party causing damages to the other party by serious breach of the contract shall be obliged to compensate those within the framework of the limited liability stipulated under Section 5.1. At the same time the party in breach of the contract shall be exempted from such liability if it proves that it acted to eliminate the damages as it is generally expectable in such situation. By the application of Article 6:152. of the Civil Code, liability for damages caused by simple negligence is excluded in respect of the legal relationship established between the parties. The liability of ÉMI-TÜV in terms of the extent of the compensation shall be limited; such compensation shall be 10% of the contractual price contained in the contract concluded between the parties, but not more than HUF 5,000,000.

5.3 The Client shall be entitled to validate its claims for damages caused in relation to the legal relationship between the parties within 3 (that is three) years from the date of occurrence of the damages.

5.4 ÉMI-TÜV shall only be liable for any special claims for damages caused by ÉMI-TÜV in relation to approved activities outside of nuclear installations, due to the handling of radioactive substances defined by the approval resolution, primarily during their transportation, up to the amount of financial securities specified by the competent authorities, as damage events by ÉMI-TÜV. Any additional compensation claims shall be governed by Section 5.1.

5.5 Liability is excluded for damages that are incurred out of other than a breach of substantial contractual obligations, due to one-time negligence.

5.6 "Substantial contractual obligations" are obligations that protect essential legal positions of the Client from the aspect of the contract that shall be provided to the Client by the contract as per its content and purpose, by definition; additionally, those contractual obligations are substantial whose fulfillment is a basic condition by definition of the regular execution of the contract, and whose observation was assumed and can be rightfully assumed by the Client in a standard case.

5.7 The exclusion and limitation of liability stipulated by Sections 5.1-5.5, shall not apply to fatalities or physical injuries or damage to health, and to claims resulting from quality guarantee or based on product liability.

5.8 The Client shall immediately notify ÉMI-TÜV in writing of any potential damages that ÉMI-TÜV is held liable for.

5.9 If the claims for compensations against ÉMI-TÜV are excluded or limited, then this shall also apply to the personal liability of the organizations, experts and other employees of ÉMI-TÜV, and to the participants involved in performance and execution.

5.10 Claims for compensation (except for the cases in Section 5.7.) that are not subject to the effect of a lapse according to Article 6:163. (3) of the Civil Code, shall lapse one year after the legal commencement date of such lapse.

6 Fees and terms of payment

6.1 Reasonable costs down payments may be required and/or partial invoices may be issued in proportion to already performed tasks. Partial invoices do not need to be marked as such. The receipt of an invoice shall not mean that ÉMI-TÜV has accounted that particular assignment in full.

6.2 Payment for the invoiced performance (according to Section 61. and/or in the form of a final settlement) after takeover of the work shall be due within 14 days after the date of the invoice, except if otherwise agreed by the parties. Article 6:155 of the Civil Code shall not be injured by this.

6.3 Fees shall be interpreted as expressed in amounts corresponding to the prevailing legal extent, increased by a value added tax as specified by the law. The value added tax shall be indicated on the invoice separately.

6.4 An objection against invoices of ÉMI-TÜV shall be submitted in writing within 14 days after receipt of the invoice, with reasons attached.

7 Confidentiality, copyright, protection of data

7.1 The documents handed over to ÉMI-TÜV for examination, and those important for the execution of the assignment can be copied by ÉMI-TÜV.

7.2 If within the framework of the execution of the assignment expert opinions, test results, calculations and similar documents are prepared that are subject to copyright protection, then ÉMI-TÜV shall provide to the Client a one-time, non-transferable right of use regarding those if it is necessary in terms of the purposes specified by the contract. Further rights are expressly not transferred, and the Client is especially not entitled to modify (process) the expert opinions, test results, calculations and similar documents, or to use them in any form outside of his own business area. Their publication for advertising purposes or their copying is subject to preliminary written approval by ÉMI-TÜV in each case.

7.3 The employees and experts of ÉMI-TÜV shall not disclose or use the business and corporate relations made available to them during the performance of their activities in an unauthorized manner for purposes other than the execution of the assignment.

7.4 ÉMI-TÜV shall store, process and use the personal data of the Client for the regular execution of the assignment, and for its own purposes, in accordance with the provisions of Act CXII of 2011 on Right of Informational Self-Determination and on Freedom of Information (Hungarian Data Protection Act). ÉMI-TÜV shall also use automatic data protection equipment for this purpose. ÉMI-TÜV has implemented technical and organizational measures to guarantee the safety of databases and data processing procedures in order to comply with the requirements of the data safety requirements according the Hungarian Data Protection Act. The employees performing data processing tasks are subject to the provisions of the Hungarian Data Protection Act, and they are obliged to observe all the data protection regulations.

8 Competent court, place of performance, applicable law

8.1 Depending on value limit, the competent court concerning the enforcement of claims shall be the Central District Court of Buda, or the Tribunal of Székesfehérvár.

8.2 The place of performance of all obligations under the contract shall be the seat of ÉMI-TÜV.

8.3 The law of Hungary shall be applied to the contractual relationship and all consequential legal relationships, subject to the exclusion of the collision right of the International Private Law (IPR) and the Contracts for the International Sale of Goods (CISG).

9 Scope and miscellaneous provisions

9.1 These General Terms and Conditions shall apply to contractors and all public legal entities, unless specifically otherwise provided for by the parties.

9.2 If the Client is not one of the entities specified by Section 9.1, then these General Terms and Conditions shall apply subject to the following limitations:

- The assignment deadlines specified by ÉMI-TÜV shall be binding, contrary to Section 3.1.

- Section 4.3 is invalid.

- Section 5.10 is invalid.

- Section 8.1 is valid subject to the limitation that the Central District Court of Buda, or the Tribunal of Székesfehérvár shall be assigned by the parties as competent courts for the case if the Client relocates its own seat, residence or regular place of abode outside to an area outside the field of authority of the Hungarian law, or if the site, residence or regular place of abode of the Client is unknown at the date of submission of the claim.

- Section 8.2 is invalid.