



GENERAL CONDITIONS OF SALE AND DELIVERY

1. In the case of sale by weight (mass), the weight of the goods as measured on the certified scale of the mining works shall be the basis of settlement. In the case of unit prices per piece, m3, m2, linear metre, the quantity declared at the time of loading shall be decisive. BASALTKER Kft. (hereinafter referred to as BASALTKER) does not undertake to make full use of the gross weight of the transport vehicles and to cover any shortfall in weight during transport (if the supplier is not BASALTKER).
2. The loaded quantity and the permissible gross weight must be checked by the driver authorised to take over the goods and certified by his signature on the delivery note.
3. In the case of non-cash purchases, loading is carried out within the limits of the contract/order, in terms of type and quantity of material, on the basis of verbal communication by the driver of the vehicle making the delivery.
4. Transport is at the Customer's risk, except in all cases where the carrier is BASALTKER.
5. If it is established during the weighing after loading that the total weight of the vehicle exceeds the maximum total weight permitted for the entire road network, BASALTKER shall not issue a transport document and shall not release such a vehicle with its load into traffic. The driver of the vehicle shall have the opportunity to unload any excess weight in due time and to weigh it again.
6. For the products sold by BASALTKER, the producing mining company issues a declaration of performance in accordance with Government Decree 275/2013 (VII.16.). The EC Factory Production Control Certificate and the Declaration of Performance containing the certified product data can be downloaded from <https://www.basalt.hu/dokumentumok/uzsa/> and is valid together with the delivery note when printed. BASALTKER shall not be liable for defects that reduce the value or usability of the goods if they occur during the improper use of the goods. Any complaints concerning the delivered goods which relate to identifiable defects or to discrepancies between the order and the delivery shall be sent to BASALTKER in writing by the customer before the material is used, but no later than three days. Complaints concerning quality shall be notified to the seller within 24 hours of delivery. The quantity and type of product in question must be stored separately by the user. BASALTKER will, on the basis of the notification, arrange for representatives of the manufacturer and the distributor to attend the joint sampling. The mining company producing the product shall have the right to request a conclusive inquiry, the decision of which shall be accepted by the parties. In the event of a legitimate complaint, the buyer's warranty claim may be for additional deliveries or a price reduction, at the discretion of the manufacturer. Only the difference between the price of the defective goods and the price of the same quantity of non-defective goods may be taken into account as a price reduction.
7. In the event of late payment, BASALTKER shall be entitled to charge interest on arrears and to make the provision of further services conditional upon payment in advance. In the event of late payment, BASALTKER shall be entitled to suspend further deliveries until the debts have been paid in full.
8. Within the framework of this delivery contract, the Supplier excludes the application of the Customer's general terms and conditions.
9. Goods sold by BASALTKER shall be subject to Section 6:216 of the Hungarian Civil Code on the protection and retention of title. BASALTKER shall retain title to the goods until the purchase price has been paid in full.
10. The buyer shall be entitled to process the goods in the normal course of his business as long as he is not in default of payment. If, as a result of the processing, a new product is created, we will form a right to the partial ownership of the newly produced goods in the proportion that the goods sold by us represented at the time the new goods were created. Accordingly, this applies to the combination of the goods with goods which are not owned by BASALTKER. In the event that the buyer processes the goods or combines them with goods and reserves the new product thus created for BASALTKER, Clause 9 shall apply in this case.
11. Business and personal data contained in the delivery contract shall be processed in accordance with the Uniform Privacy Policy, available at www.basalt.hu.
12. The Customer expressly acknowledges that in the business relationship of the Parties, "force majeure" shall be understood to mean unforeseeable circumstances affecting the operations of BASALTKER Kft. and the mining operations of BASALT-KÖZÉPKŐ Kft. and LAJTA-KAVICS Kft., which make delivery impossible, disproportionately difficult or uneconomic. Such events include, but are not limited to, natural disasters (e.g. earthquakes, floods), acts of war, strikes, taxes, levies, charges, official prices and other restrictions imposed by state, municipal, public or other official bodies (e.g. If the Supplier is unable to fulfil its delivery obligations under the contract due to a force majeure event, the Supplier shall be relieved of any liability, including liability for damages, arising from the contract. The Supplier shall immediately notify the Customer of the occurrence of the force majeure event and its expected effects on the Parties' contract.

Uzsa, 22.01.2024.

Management of BASALTKER Kft.