

GENERAL CONTRACTING CONDITIONS OF THE SALES OF PRODUCTS DISTRIBUTED BY SELLER

(hereinafter: **“Contracting Conditions”**)

issued by

name: **NOVO PARTS Kft.**

seat: 1158 Budapest, Késmárk utca 32.

tax no.: 12172009-2-42

company registration no.: 01-09675339

managing director: Miklós Dubai

as Seller (hereinafter: **“Seller”**),

which has been read and interpreted, then expressly accepted by Buyer by providing its own personal particulars. By doing so, Buyer has also certified that it is a person of full age and of unlimited capacity for action possessing all the knowledge, practice, personnel, equipment and potential permits that are sufficient for the purchase and utilization of the products.

1. PURPOSE OF THESE CONTRACTING CONDITIONS

1.1 The Product(s) constitute(s) Seller’s exclusive property.

1.2 By Buyer’s acceptance of the provisions under these Contracting Conditions, Seller hereby sells and Buyer purchases the Products under the conditions specified herein.

2. SUBJECT OF THESE CONTRACTING CONDITIONS

2.1 Products distributed by Seller, the number of which is accurately specified in the form entitled **“Order”** executed by Buyer and sent to Seller electronically or by fax (hereinafter: **“Product”** or **“Products”**).

3. BUYER’S LIABILITIES

3.1 Buyer sends its orders (hereinafter: **“Order”**) (by fax or email) to Seller.

3.2 In case of any concealed defects of the Products Buyer shall make a complaint to Seller immediately after learning of the problem.

3.3 Buyer shall pay the full price of the Products as per the provisions of these Contracting Conditions, irrespective of any warranty, guarantee or other claims related to complaints relevant to the Products.

4. SELLER’S LIABILITIES

4.1 Seller hereby undertakes to confirm to Buyer the order of the Product within the appropriate deadline, then to deliver the Product in accordance with the delivery terms accepted by Buyer in the Order (time and place of delivery, conditions of delivery, and necessary documents). By Buyer’s full payment of the Product’s price to Seller, Seller sells the Product to Buyer, pursuant to the competent provisions of these Contracting Conditions.

4.2 Seller undertakes to perform the Order within 15 days from receipt of the Order or within any other deadline agreed on by the Parties and specified in writing.

4.3 Seller delivers the Product (or has it delivered) to Buyer, to the Hungarian address specified by Buyer in the order, where the Product is handed over to Buyer (or a person named by Buyer in the Order).

4.4 Seller provides Buyer with user's manuals, information sheets, and other relevant information and documents which are necessary for Buyer's performing its liabilities under these Contracting Conditions.

4.5 Seller ensures Buyer's access to the Products in case of the unavailability of its procurement sources or to other products in their place as per the Contracting Conditions.

5. PURCHASE PRICE, PAYMENT CONDITIONS

5.1 The purchase price of the Products will be determined in all cases in HUF at a VAT-included gross value.

5.2 The purchase price of Products delivered is the price accurately and preliminarily specified in Seller's offer, then in its Confirmation, too, as per the quantity and type of Products delivered.

5.3 In accordance with the conditions under these Contracting Conditions, Buyer shall make payment of the full purchase price to Seller without default in a lump sum by payment upon delivery or by transfer to Seller's account no. 10300002-20149279-00003285 kept at MKB Nyrt. prior to handover/takeover or upon receipt of the Products from the courier ("Courier Service") the latest.

5.4 Contracting Parties agree that the issue and payment of the invoice shall be performed in HUF.

5.5 Contracting Parties agree that all bank costs and payment liabilities incurred in connection to the transfer or payment upon delivery shall be borne by Buyer.

5.6 Please be informed that the products under the "ORDER" category in our online store are for your information only, we reserve the right to change final prices due to the unpredictable fluctuation of exchange rates. Please contact us before purchasing these products. The above shall not apply to products under the "IN STOCK" category. Thank you for your understanding.

6. ORDER

6.1. The Order shall contain the name and address of customer (Buyer), other data and contact addresses necessary for identification, as well as the product number, denomination of the Products ordered, in addition to the quantity ordered and cumulative or per unit price.

6.2. The Order becomes valid and accepted by Confirmation by Seller. Seller shall make an effort to confirm the Order (substantial content) within 48 (forty-eight) hours from receipt, as applicable. In lack of confirmation, Seller shall not incur any liability on the basis of the order.

7. REPLACEMENT

Should Buyer decide within 3 days after 8 (eight) days from the delivery of the Product ordered that the Product is not sufficient, it is entitled to return the Product in its full integrity and in packaging fully identical to the original by courier service or by any other means of transport at its own cost. In this case Seller shall replace the Product with a Product as per Buyer's wish and available to Seller, as applicable (hereinafter: **"Replacement"**; the replaced Product shall

hereinafter be termed: **“Replacement Product”**). Demands for Replacement shall be notified by Buyer to Seller in writing in all cases, and shall also initiate negotiations on the circumstances of the Replacement.

Costs of the Replacement shall be borne by Buyer in all cases, including especially, without restriction, the costs of transport and additional administration. If Buyer should wish to administer the Replacement of the Product by Courier Service, then it shall notify Seller at the specified contact address, who shall commission the Courier Service to transport the Product, the counter value of which shall be paid by Buyer to the person sent by the Courier Service, simultaneously to the receipt of the Replacement Product. Should Buyer transport the Product to Seller by a transport company chosen at its own discretion or by itself, then Buyer shall take full financial responsibility for any damages or any slight decrease in value, loss, or destruction of the Product, etc. caused during transport.

Should the Product returned be received by Seller and the Product or its packaging be found integral and in its original condition as per the conditions under these Contracting Conditions, Seller shall agree with Buyer, at the contact address specified in writing in the Replacement demand by Buyer, on what Replacement Product it will require in place of the original.

By accepting these Contracting Conditions, Buyer acknowledges that it can only exercise its right to replacement announced in the framework of this special offer on 1 occasion at the most.

In case of requesting replacement, Buyer shall be entitled to (i) order a Product more expensive than the Product originally ordered and paid for, by imputation of the amount already paid, and (ii) order a Product less costly than the Product originally ordered and paid for, by imputation of the amount already paid, in a way that it may impute the additional amount in case of purchasing other products distributed by Seller. In this case it shall transact the imputation at the time of the Replacement or within 1 month from the Replacement (receipt of the replaced product), which deadline gives rise to decline of rights. Buyer acknowledges that Seller shall not have the possibility to repay to Buyer the amount remaining after imputation of the Product value.

Buyer acknowledges that the original packaging of the Product can be conveniently disposed of and opened without causing damage, therefore Seller shall not be made responsible to take over or replace any damaged Product (with any slight decrease in value), or impute its value in the value of other products in the case of further purchase. Seller may return the given damaged Product to Buyer at Buyer's cost and risk of damages. In this case Buyer is not entitled to further imputation.

Buyer acknowledges that this special offer for Replacement exists in the case of Products specified above and purchased between 18 June 2008 and 29 August 2008 or before withdrawal.

8. TRANSPORT

Seller shall inform Buyer of the expected time of delivery, which is performed by the Courier Service. Thus Seller has no influence on the circumstances and exact time of transport, and can therefore take no responsibility in any respect in relation to these.

Should Buyer carry out any modification in transport, it shall do so in reasonable time so that Seller may organize unhindered delivery. The delivery address may be modified 2 days prior to delivery the latest without paying extra cost.

To modify other particulars of the sales, a written mutual agreement between the Parties shall be necessary, which is accepted by the Parties in a consolidated structure with these Contracting Conditions.

Seller shall forward the Product to Buyer together with the delivery note, invoice, or other transport document issued.

9. FORCE MAJEURE

Any delays or defective performance of the liabilities of the Parties specified herein shall not qualify as delay/defective performance and shall not provide a basis for a claim for damages if—only if, to the degree and within the duration that—(i) this delay or defective performance was brought about as a result of an event that exceeds its powers and for which neither it, or its subcontractor, or any other persons intervening on its behalf shall be held responsible, or (ii) this Party—in spite of acting in reasonable fashion—was not able to prevent the delay or defective performance. Events which must be expressly regarded to be beyond the powers of Parties: natural disasters; expropriation or confiscation by state or military authorities; war, insurrection, sabotage or rebellion; flood, extreme weather conditions, which could not have been reasonably foreseen; fire, explosion, or any other disasters or similar events. Matters of employment in dispute, related to one of the Parties or its personnel, shall not exempt such Party from its liabilities under these Contracting Conditions. In addition, should one of the Parties or its personnel refuse to enter an establishment related to matters of employment in dispute, such refusal will only exempt this Party or personnel from its liabilities if the refusal to enter is based on a clear and evident threat of physical injury.

In case of the existence of force majeure beyond the duration of 1 month both Parties shall be entitled to terminate the Contracting Conditions without notice. To certify the case of force majeure, the Parties shall accept documents issued by the competent state authorities.

10. DEVOLUTION OF PROPERTY

The Contracting Parties agree that property of the delivered Product(s) shall only be transferred by payment of the full purchase price. The handover/takeover of the Products is certified by an invoice, delivery note, or other transport document attached to the transport of the Products, a copy of which Buyer shall sign and return to Seller.

Furthermore, Buyer undertakes the liability that if it should not perform its payment liability in relation to these Product(s) within deadline, then it shall abide Seller transporting the Product(s) found in any condition at Buyer from Buyer or having it/them transported; furthermore, it acknowledges the fact that it shall pay full compensation to Seller for any damages caused to Seller.

Buyer shall ensure that Seller or a third party appointed by Seller can intervene in the above matter in an unhindered way.

By signing these Contracting Conditions, Buyer's representative undertakes personal liability to comply with the provisions of this section, and Buyer guarantees to make any third party concerned in the installation, handover, sales (etc.) of the Products delivered accept the provisions of this section in writing.

11. RISK OF DAMAGE

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OF THE WEB-BASED SALES OF PRODUCTS DISTRIBUTED BY SELLER

Bearing the risk of damage of the Products attributable to no Party in particular or to both Parties uniformly shall be transferred to Buyer by handover of the Product.

In case of replacement, the risk and all consequences of any damage caused to the Products originally ordered shall be borne by (i) the person specified in the Contracting Conditions concluded with the courier service in case of transport by a courier service, or (ii) the Buyer in case of transport by Buyer.

12. GUARANTEE AND WARRANTY

Claims for guarantee, warranty, or other complaints or damages shall be settled by Parties by agreement and bona fide cooperation.

Seller shall provide general concluded warranty and guarantee issued for the Products.

13. TRANSFER OF THE PRODUCTS

Parties expressly agree that Buyer, in accordance with the sales concluded on the basis of these Contracting Conditions, may not sell the Products taken over from Seller to any third party, either in retail sales or via its contracted partners or possible sales representatives; this stipulation shall be binding for sales performed both within the Republic of Hungary and abroad.

14. CONFIDENTIALITY

Any business information or data in the possession of either Party shall be handled by the other Party in strict confidence and may only be utilized for the sole purpose of performing its liabilities under these Contracting Conditions. Such information and data shall not be disclosed to any third party without express and preliminary written approval of the other Party or unless it should be required by local law. Both Parties shall take all the necessary preventive measures to prevent any of its employees, executives, or representatives disclosing such information or data.

This liability of confidentiality shall remain valid for an unlimited period of time after termination of the sales contract.

15. TERMINATION

Parties may not terminate these Contracting Conditions with notice.

Either Party may terminate any contract based on these Contracting Conditions without notice by notification of the other Party in writing in the following cases:

the other Party has violated any of its liabilities under these Contracting Conditions and has not remedied the breach of law within 15 (fifteen) days from receiving the written notice;

the other Party was hindered in performing any of its liabilities undertaken in accordance with the provisions herein for the duration of (at least) 1 (one) month;

if the other Party has been subjected to liquidation or bankruptcy proceedings (gone bankrupt), or if any or the majority of the assets in its enterprise, property, or possessions have been expropriated or confiscated.

16. MISCELLANEOUS

16.1. Buyer acknowledges that should the Products be purchased on the Internet, it is entitled to right to withdrawal of a degree specified in the statutory prescriptions related to this legal relationship. Buyer may withdraw from these Contracting Conditions within 8 (eight) days without justification. Consumer may exercise its right to withdrawal from the day of taking over the Products. The costs incurred in relation to returning the Product due to the exercising of the right to withdrawal shall be borne by Buyer. Seller is, however, entitled to demand compensation for possible damages arising from improper use of the Product.

16.2. Buyer may enforce its consumer's claims or complaints in relation to the Product, in writing or in person, at the following address: 1158 Budapest, Késmárk utca 32.

16.3. Should any or more provisions of these Contracting Conditions prove impractical or invalid, or should they violate any law or regulation, such shall not relate to the other sections of the Contracting Conditions. Parties shall replace such invalid or impractical provisions with valid and practical provisions as most befitting the respective wills of Parties.

16.4. By accepting these Contracting Conditions, Buyer acknowledges that following confirmation of the Order by Seller the legal relationship (contract) is concluded, on the basis of which Buyer shall be encumbered by liabilities and attributed rights under these Contracting Conditions.

16.5. Buyer may find and download all material information related to the legal relationship on the web page **www.novoparts.hu** operated by Seller. By Buyer's accepting these Contracting Conditions, the Contracting Conditions are stored electronically in Seller's system, and Seller shall store, keep, and handle all information and data specified therein as per the competent statutory prescriptions.

16.6. By signing these Contracting Conditions, (representative of) Buyer undertakes liability for its obligations arising from these Contracting Conditions.

16.7. Any notice required on the basis of these Contracting Conditions may be regarded as sent if such notice has been delivered to the Party in person, by post, or by fax to Seller's address specified in these Contracting Conditions, to Seller's address provided (and not modified subsequently) by Seller, or any other address of Seller provided and agreed upon for the sake of realizing the purposes of these Contracting Conditions.

16.8. Parties shall make reasonable efforts in order to fully enforce the rights and legal transaction under these Contracting Conditions.

16.9. These Contracting Conditions shall be in all cases and respects interpreted in accordance with and governed by the laws of Hungary, and the Parties irrevocably state that the courts of the Republic of Hungary shall have exclusive jurisdiction (authority and scope) in all matters in dispute between the Parties. Parties shall, however, make an effort to settle all such matters in dispute amicably.

Budapest, 16 June 2008.

NOVO PARTS Kft.
Seller
represented by: Miklós Dubai
Managing Director