General Terms and Conditions for the Sale and Delivery of New Equipment (Published: 30th September 2025)

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I. General Provisions

1. Scope
These Terms and Conditions apply to all deliveries of new machinery and equipment to business customers and legal entities.

2. Exclusion of Conflicting Terms
Any differing terms and conditions provided by the Buyer are expressly rejected and will not be binding, even if not explicitly contested by us. By placing an order, accepting our order confirmation, or receiving delivery, the Buyer acknowledges and accepts these Terms and Conditions.

3. Written Agreements
Any amendments, deviations, or additional arrangements require written confirmation from us to be valid. This also applies to any waiver of this written form requirement.

4. Intellectual Property
All drawings, designs, calculations, and related documents remain our property and are protected by copyright. They may not be disclosed to third parties without our prior written consent.

II. Orders

1. Confirmation
Our quotations are non-binding until confirmed in writing (including by email). No contract is formed without written confirmation. The sending of the invoice after the order shall be deemed as written confirmation of the order. In the case of delivery without prior confirmation, our invoice shall be deemed to constitute the confirmation.

2. Order Scope
We reserve the right to make minor technical or formal modifications, provided that the function, usability, and value of the product are not materially impaired. If such a change is unreasonable for the Buyer, they may withdraw from the contract. Further claims are excluded.

3. Technical Data
Technical specifications in our offers, catalogues, and illustrations serve as approximate values unless explicitly confirmed as binding. Compliance with manufacturer-country safety and acceptance standards is authoritative for our deliveries.

III. Delivery Obligations

Our delivery obligation depends on the timely and proper supply of materials by our own suppliers. We may withdraw from the contract without liability for damages if delivery becomes impossible due to force majeure, strikes, government restrictions, transportation delays, or other events beyond our control.

IV. Delivery Time and Risk Transfer

We are not responsible for delivery delays caused by transportation issues between the manufacturer and the supplier. Deliveries are made EXW (Ex Works). Risk of loss or damage passes to the Buyer once goods are handed over to the carrier.

V. Prices

1. Price Basis
Prices are ex works and include packaging but exclude VAT, customs, environmental charges, and other duties unless otherwise agreed. Fixed prices require written confirmation.

2. Price Changes
Prices are quoted per order. We reserve the right to adjust prices without prior notice.

VI. Payment Terms

Unless otherwise agreed, payment must be made in advance by bank transfer.

Late Payment and Retention of Title
In case of delayed payment, the Buyer shall pay default interest at the base rate set by the central bank of the invoice currency plus 3%. The Seller shall not be obliged to perform until the invoiced amount has been credited to its bank account, and retains full title to the equipment until such payment is received in full.

VII. Warranty for Material Defects

1. Quality Specification
The quality and characteristics of our products are defined in our catalogues and may be verified in our showroom.

2. Inspection Duty
The Buyer must inspect the goods upon receipt and notify us of any defects in writing within 14 days. Hidden defects must be reported immediately upon discovery, but no later than five days after detection.

3. Exclusions from Warranty
No warranty claims may be made in the following cases:
- Minor Deviations: Slight variations from the agreed specifications or insignificant impairments of usability do not constitute defects.
- Normal Wear and Tear: Natural deterioration of parts through regular usage is excluded from warranty coverage.
- Improper Handling: Damage arising after transfer of risk due to careless or incorrect use, insufficient maintenance, lime or scale deposits, unsuitable operating conditions, overuse, or use with inappropriate consumables is not covered.
- Unsuitable Conditions: Defects caused by defective installation work, inadequate site conditions, or adverse external influences (chemical, electrochemical, electrical, or environmental factors) are excluded.
- Intentional or External Damage: Manipulation, vandalism, or other non-contractual external impacts

will not be covered.
- Unauthorized Modifications or Repairs: Any warranty is void if the Buyer or third parties perform alterations, adjustments, or repairs without our prior approval, or if such work is carried out improperly.
- Product Identification Removed: Claims are excluded where product identification such as serial numbers, CE labels, or date plates have been removed, altered, or are illegible.
- Consumable Parts: Components that are expected to require replacement due to wear (e.g., seals, gaskets, fuses, light bulbs, batteries) are outside the scope of warranty.

The Buyer may not reject delivery or refuse acceptance on the grounds of minor or insignificant defects.

4. Warranty Remedy
At our discretion, defective goods will be repaired or replaced free of charge. The Buyer is responsible for removal and reinstallation, as well as related costs.

5. Warranty Period
Warranty coverage for vending machines (type SN) and spare parts is limited to 12 months, what can be extended by further 12 or 24 months upon individual agreement.

6. Buyer-Provided Accessories
We are not liable for defects in equipment or accessories supplied by the Buyer or third parties.

7. Returns
Defective goods must either be returned to us freight-paid or made available for inspection at the Buyer's premises.

VIII. Limitation of Liability

All further claims for damages, regardless of legal basis, are excluded unless caused by intentional misconduct or gross negligence.

Cases of faulty delivery are otherwise governed by precepts of the Civil Code of Hungary (with special respect to the fact that our company is primarily obliged to correct delivery, whereas Buyer is obliged to immediately report such fault to our company). Our company will only assume liability for damages occurring due to causes attributable to it and proven and the maximum amount of contract (order and its confirmation, in lack of this, the sum on the invoice).

IX. TERMINATION OF CONTRACT

The contract between the parties shall be valid for a fixed term, until the performance of the service/consideration specified in the order and its acceptance. The contracting parties may at any time amend or terminate the contract by mutual agreement in writing.

Our company hereby informs the Client that performance shall commence immediately upon receipt of the order, in accordance with the deadline indicated in the confirmation.

In view of the fixed term, the contract may not be terminated unilaterally. Either party may terminate the contract only if the other party fails to fulfill its contractual obligations, or otherwise commits a material breach of the contract.

X. USE OF SUBCONTRACTORS

For the provision of its services, our company may engage subcontractors. The service provided may include intermediary services. Such intermediary services shall be indicated on the final invoice.

XI. Product Information

Product descriptions in catalogues, brochures, or advertising do not constitute guarantees unless expressly confirmed in writing.

XII. Miscellaneous

1. Withdrawal Rights
The Buyer may withdraw from the contract only in cases where we are responsible for a breach of duty.

2. Data Protection
Personal data will be processed and stored in compliance with applicable data protection laws.

3. Language
This English version is provided for convenience only. The original legal version shall prevail.

XIII. Governing Law and Jurisdiction

1. Place of Performance: Hungary.

2. Jurisdiction: Budapest shall be the exclusive place of jurisdiction for all disputes.

3. Applicable Law: Hungarian law applies exclusively. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

XIV. IWEEE Compliance

QuVend Ltd., in its capacity as the importer of equipment into the European Union (Hungary), shall duly register with the competent authority and discharge all WEEE-related obligations in Hungary, including the payment of the applicable fees, in accordance with Directive 2012/19/EU and its national transposition. In the event of any subsequent cross-border supply of such equipment within the territory of the European Union, the Buyer, as the first placer of the equipment on the market in the relevant Member State, shall bear exclusive responsibility for ensuring compliance with all WEEE obligations in that jurisdiction, including but not limited to registration, reporting, and payment of fees, pursuant to the applicable national laws and regulations.