

# **RTC AUTOMATIKA KFT.**

## **General Terms and Conditions (GTC)**

### **I. Purpose and Scope of the GTC**

**1.1.** These General Terms and Conditions (GTC) have been determined in advance by **RTC AUTOMATIKA KFT.** [Company registration number: Cg.01-09-733311; Registering court: Metropolitan Court as Court of Registry; Seat and mailing address: 1103 Budapest, Gyömrői út 76-80.; Statistical number: 13400390-3320-113-01; Tax number: 13400390-2-42; Represented by: Ildikó Horváth, managing director, hereinafter: RTC AUTOMATIKA KFT.] for the purpose of concluding contracts for services provided by the company to customers who are not considered consumers. The explicit goal is for these general terms and conditions to become part of the individual contracts after the contracting parties have become acquainted with and accepted the GTC prior to the conclusion of those contracts. By placing an order, the Customer accepts these GTC, which are the complete version of the contractual terms used by RTC AUTOMATIKA KFT. during the provision of its services, and considers them an inseparable part of the contract. The GTC regulates the rights and obligations arising between the contracting parties during the utilization of the services provided by RTC AUTOMATIKA KFT.. In the absence of a different agreement, the scope of the GTC extends to RTC AUTOMATIKA KFT. as the Service Provider and all Customers who

enter into a legal relationship with it for the utilization of the service.

**1.2.** These GTC and any amendments thereto can be viewed posted at the registered office of RTC AUTOMATIKA KFT., on the websites realtimecontrol.hu and servo-service.com, and can be accessed by the Customers (by direct transmission or by indicating the internet download path) as part of the offer for the conclusion of each contract. By accepting the offer, the Customers simultaneously declare that they have become acquainted with, accept, and consider binding all provisions of these GTC.

**1.3.** If any point of these GTC is individually negotiated by the contracting parties before or during the conclusion of any contract, the handwritten signature of the representative of the contracting party with RTC AUTOMATIKA KFT. next to the individually negotiated point on the printed copy of the GTC is sufficient to prove this. In the case of ordering via e-mail, the Customer accepts and confirms the GTC sent as an attachment to the offer by accepting the offer. Any written or verbal instruction from the Customer that contradicts any provision of these GTC, and which RTC AUTOMATIKA KFT. does not explicitly accept as an individually negotiated contractual term, shall not become part of the resulting contract as a contradictory term.

**1.4.** If the GTC and other terms of the contract accepted by all parties differ, the latter shall become part of the contract.

**1.5.** The contracts and resulting legal relationships between the Customer and RTC AUTOMATIKA KFT. are governed by

the relevant valid laws of Hungary. The parties consider the registered office of RTC AUTOMATIKA KFT. as the place of conclusion of the contract.

## II. Terms, Definitions

- **Customer:** The non-consumer party who uses the services of RTC AUTOMATIKA KFT., or who concludes a contract or is in a contractual relationship with RTC AUTOMATIKA KFT. for this purpose.
- **Consumer:** A natural person acting outside his or her profession, independent occupation, or business activity.
- **Enterprise:** A person acting within his or her profession, independent occupation, or business activity.
- **Inquiry (Megkeresés):** Any statement, call, or information sent by the Customer to RTC AUTOMATIKA KFT. in which the Customer expresses an intention to use the services of RTC AUTOMATIKA KFT., requests a quotation, or otherwise seeks to use the service of RTC AUTOMATIKA KFT..
- **Inspection (Bevizsgálás):** The examination of a component, equipment, or device handed over by the Customer to RTC AUTOMATIKA KFT. for the purpose of identifying its defect, taking into account the data and error codes provided by the Customer.
- **Repair Quote (Javítási ajánlat):** A price quote and terms and conditions for the repair of the defective component using replacement parts and/or service work.
- **Repair (Javítás):** The activity, specialized work aimed at repairing or servicing the defective component using replacement parts and/or service work.
- **Refurbishment (Felújítás):** The refurbishment or reconditioning of a functional but aged component.
- **Maintenance (Karbantartás):** The proper handling, professional inspection, and maintenance of a functional component or equipment in good condition.
- **Emergency Repair (Sürgősségi javítás):** Service provision immediately upon the Customer's request, but no later than 1 working day from the order or the receipt of the fee.
- **Exchange Service (Csereszerviz):** A transaction for a refurbished-used component, where a non-functional or refurbishable device is taken into account (exchanged).
- **Procurement (Beszerzés):** A complex service aimed at finding, procuring, inspecting, and handing over a product or component in a state suitable for its intended use.
- **On-site Work (Helyszíni munkavégzés):** Professional work performed at the Customer's premises, in the original environment of the equipment, device, or component (which may include inspection, repair, refurbishment, commissioning, or maintenance).

- **Engineer Hourly Rate (Mérnök óradíj):** Any professional work performed by an RTC AUTOMATIKA KFT. specialist on the equipment, device, or component.
- **Call-out Fee (Kiszállási díj):** The fee, determined in kilometers, for the on-site work and the journey from the registered office of RTC AUTOMATIKA KFT. to the location specified by the Customer.
- **Service Work Report (Szerviz Munkalap):** A document issued and signed by an RTC AUTOMATIKA KFT. specialist and signed by the Customer, which confirms the Customer's order, its confirmation by RTC AUTOMATIKA KFT., the nature of the performance by RTC AUTOMATIKA KFT. (description of the work performed), its due execution under the contract, and its acknowledgment and acceptance by the Customer.
- **Travel Hourly Rate (Utazási óradíj):** The fee, determined in commenced hours, for the journey from the registered office of RTC AUTOMATIKA KFT. to the location specified by the Customer.
- **Force Majeure (Vis maior):** "Circumstances or situations beyond the control of the Parties, a natural or human-induced irresistible force, which is absolute in nature, meaning it cannot be averted by means available to humans." This includes, for example, natural disasters (earthquake, fire, epidemic, drought, frost damage, flood, storm, lightning

strike, etc.), certain political-social events (e.g., war, revolution, uprising, sabotage), as well as travel and transport prohibitions or difficulties, border closures, opening hour restrictions, and quarantines introduced due to epidemics.

### III. Formation of the Legal Relationship, the Order

**1.6.** In accordance with Section 6:77 of Act V of 2013 on the Civil Code (hereinafter: Civil Code), RTC AUTOMATIKA KFT. unilaterally determined these GTC for the purpose of concluding multiple contracts, without the cooperation of the other party, and the terms were not individually negotiated by the parties. RTC AUTOMATIKA KFT. makes it possible for the other party to become acquainted with the content of the GTC and to accept it before the conclusion of the contract.

**1.7.** The Customer acknowledges and accepts that RTC AUTOMATIKA KFT. has specifically informed them about any general contractual term that substantially deviates from the law or ordinary contractual practice, or that deviates from a term previously applied between the parties.

**1.8.** The Parties stipulate that they shall not apply the provisions of Section 6:81 of the Civil Code—which states that if an offer communicated with reference to general terms and conditions is accepted by the other party with their own general terms and conditions, and the general terms and conditions do not contradict each other, both parties' general terms and conditions

become part of the contract —because RTC AUTOMATIKA KFT. does not accept the Customer's general terms and conditions, or only accepts them with a separate explicit declaration to that effect.

**3.1.** An Inquiry by the Customer, including oral, written, or electronic (e-mail, other internet interface) inquiry, shall be deemed a solicitation to make an offer addressed to RTC AUTOMATIKA KFT..

**3.2.** The contract/legal relationship comes into effect upon the Customer's written acceptance (in person, by post, fax, or electronically) of the offer made by RTC AUTOMATIKA KFT. for repair or other service provision, provided the acceptance reaches RTC AUTOMATIKA KFT. within 15 days following the offer. Unless the offer contains otherwise, RTC AUTOMATIKA KFT.'s offer commitment remains valid for 15 calendar days from the date the offer is sent, provided the ordering conditions are unchanged.

**3.3.** The acceptance of the offer must arrive in writing from the Customer to RTC AUTOMATIKA KFT. no later than the fifteenth day following the day the offer was made. The commencement of service work, or other services (e.g., procurement service), is conditional on the verifiable receipt of the acceptance of the offer by RTC AUTOMATIKA KFT., which RTC AUTOMATIKA KFT. confirms to the Customer. Such confirmation shall also be considered the execution of the ordered work and the signing of the Service Work Report issued thereof, or the acceptance receipt in the case of a procurement service, by both

parties, which the parties shall consider as the acceptance of the offer and the confirmation of acceptance even if its documentation does not occur for any reason, or cannot be reconstructed.

**3.4.** The Customer's inaccurate, erroneous, or incomplete specification of the ordered service or product does not entitle the Customer to withdraw from the contract without charge or to refuse to fulfill their payment obligation as stipulated in the agreement. Unless otherwise agreed, RTC AUTOMATIKA KFT. is entitled during the procurement or repair process to replace the necessary component, unit, or product to be procured with a used/refurbished item or another new item. In such a case, if the item is functional and suitable for its intended use, the Customer is not entitled to withdraw from the contract and is obliged to pay the fee under unchanged conditions in the absence of a different agreement between the parties.

**3.5.** Any new request by the Customer arising after the order can only obligate RTC AUTOMATIKA KFT. based on a separately recorded agreement that is also accepted by RTC AUTOMATIKA KFT., even if the request pertains to the repair or inspection of a part of the device (subject to the already ordered service) not previously affected by the order, or is otherwise part of the device.

**3.6.** In case of data entry errors, the Customer must immediately notify RTC AUTOMATIKA KFT. of the error and provide the approved correct data. Any damage or cost incurred by either Party due to the failure to fulfill this obligation shall be borne by the Customer.

**3.7.** By placing/sending the order, the Customer consents to RTC AUTOMATIKA KFT. unilaterally changing the delivery deadline after the order, depending on the circumstances, while notifying the Customer.

**3.8.** RTC AUTOMATIKA KFT. reserves the right to request the Customer's official company extract or company certificate, not older than 30 days, or a certified copy of the original company extract, articles of association, other registration document, or the court of registry's registration decision, printed and countersigned by the person authorized to represent the organization, and a notary-certified signature specimen of the person authorized to represent the organization, or an equivalent lawyer-countersigned signature specimen, or a trade license in the case of an individual entrepreneur, before commencing performance. In the scope of examining creditworthiness, RTC AUTOMATIKA KFT. is entitled to request the Customer to present a bank statement or NAV certificate in addition to the data and certifications named above. The Customer acknowledges and accepts that in the event of such a request, RTC AUTOMATIKA KFT. is not obliged to commence performance until the requested documents are submitted, and the performance deadlines applicable to it do not start or are interrupted and suspended until the submission of the requested documents. In the event of refusal to present the above documents, RTC AUTOMATIKA KFT. may reject the demand for contract conclusion, unilaterally withdraw from the contract without consequences, or terminate it.

**3.9.** Upon the conclusion of the contract, if the Customer provides a phone number or e-mail address for contact, the Customer consents to RTC AUTOMATIKA KFT. notifying them of all contract-related issues via electronic mail or other electronic communication channel at the designated contact e-mail address (or company gate).

**3.10.** E-mail is the official and accepted electronic communication channel of RTC AUTOMATIKA KFT.. RTC AUTOMATIKA KFT. acts with regard to data protection aspects during e-mail communication. RTC AUTOMATIKA KFT. uses electronic communication only if the Customer's intention aligns with it and the Customer has made a statement to this effect on the forms designated for this purpose, or on a recorded, archived document. It shall also be considered consent to customer relationship correspondence on the part of the Customer if the Customer initiated contact with RTC AUTOMATIKA KFT. via electronic mail.

**3.11.** Any amendment or supplement to the Contract concluded between the Parties is only possible in writing, with the signatures of the representatives authorized to represent the companies of the Parties, provided that the stipulation of the written form can also only be changed in writing.

#### **IV. Inspection, Emergency Repair**

**4.1.** The inspection (fault detection) of defective devices is fundamentally free of charge (if the inspection time does not exceed 3 hours) , unless RTC AUTOMATIKA KFT. performs the inspection within the framework of on-site work, detects a

complex problem before commencing the inspection, and having properly informed the Customer, receives the Customer's written consent, order, or acceptance of RTC AUTOMATIKA KFT.'s offer for the chargeable inspection, or the Customer subsequently confirms it by signing the Service Work Report.

**4.2.** If, for the preparation of the repair quote, fault detection becomes a complex task and exceeds the 3-hour time limit apart from the cases mentioned above, RTC AUTOMATIKA KFT. may charge an inspection fee according to its current price list. RTC AUTOMATIKA KFT. shall request the Customer's consent before continuing the inspection, with proper information provided to the Customer. In this case, the inspection fee shall be credited against the repair fee in the event of a live order following the inspection.

**4.3.** If the Customer requests the repair to be performed with an emergency surcharge, RTC AUTOMATIKA KFT. shall commence the inspection and the repair processes immediately, but no later than 1 working day. The Customer acknowledges that the emergency refers to the commencement of the work and not its completion, the final date of which may be influenced by the complexity of the fault, the procurement time for available components, and other undetected faults.

## **V. Payment for the Service**

**5.1.** The payment terms are determined in the written offer for repair or other service directed by RTC AUTOMATIKA KFT., which

terms the Customer also accepts by accepting the offer.

**5.2.** Unless otherwise agreed, the payment deadline is contained in the fee request or invoice issued after the Customer's written acceptance (including confirmation via e-mail) of the offer.

**5.3.** If allowed by law, the invoicing method used by RTC AUTOMATIKA KFT. is electronic invoicing. If the Customer requests a paper-based invoice, or if paper-based invoicing is mandatory for RTC AUTOMATIKA KFT., RTC AUTOMATIKA KFT. reserves the right to charge an administrative fee to the Customer for this.

**5.4.** The Customer accepts that RTC AUTOMATIKA KFT. is only obliged to commence and perform the work after the payment of the contract fee specified in the fee request or invoice (cash payment, or crediting to RTC AUTOMATIKA KFT.'s bank account).

**5.5.** The Customer accepts that until the full payment of the service price, RTC AUTOMATIKA KFT. is entitled to a lien for securing the service fee and the costs borne by the Customer on those assets of the Customer that have come into the possession of RTC AUTOMATIKA KFT. as a result of the contract (Civil Code: 6:246). Based on this, RTC AUTOMATIKA KFT. is entitled to sell them and satisfy any claim it has against the Customer from the proceeds.

**5.6.** Deviating rules for regular Customers: In the case of pre-ordering recurring maintenance or service work, RTC AUTOMATIKA KFT. issues an invoice to the

Customer within 5 days after each completed maintenance or service, with an 8-day payment deadline. On the invoice, RTC AUTOMATIKA KFT. indicates the Customer's order number and attaches the certified work reports.

**5.7.** Unless otherwise agreed, the Customer requesting service must pay the planned consideration for the service in advance. Following the completion of the service, and knowing the final price of the service, the parties must settle accounts with each other, supplement the amount of the advance payment, or make a refund from it. The invoices issued by RTC AUTOMATIKA KFT. must be paid in the currency indicated on the invoices, or in the local currency using the exchange rate provided by RTC AUTOMATIKA KFT.. The Customer shall pay the net fees and other separately chargeable special fees due to RTC AUTOMATIKA KFT. after the performance of the service, together with any value-added tax related thereto, without retention, deduction, counterclaim, or set-off, until the due date indicated on the invoice. If the Customer does not submit an objection to the invoice in writing by the payment deadline indicated on the invoice, the Parties shall mutually consider this fact as the Customer having accepted the invoice and not disputed it.

**5.8.** The Customer undertakes to settle the payment deadline indicated on the invoice by its due date.

**5.9.** The Customer accepts that any bank fees and other ancillary costs possibly arising in connection with the settlement of the invoice shall be borne by the Customer.

**5.10.** The Customer accepts that if they do not settle the invoice of RTC AUTOMATIKA KFT. by the due date indicated on the invoice, RTC AUTOMATIKA KFT. may charge default interest from the day following the invoice's due date until its full and final settlement, the rate of which is governed by the relevant rules of the Civil Code. The Customer also accepts to pay the reasonably incurred costs of RTC AUTOMATIKA KFT. related to the collection of invoices not paid by the deadline, but at least an amount equivalent to 12% of the gross value of the invoice, but a minimum of HUF 24,000 + VAT.

## **VI. Performance of the Contract**

**6.1.** In the event of ordering inspection or repair work, the Customer must provide RTC AUTOMATIKA KFT. with all information that can be connected to the malfunction or suspected malfunction, and the Customer assumes responsibility for the correctness of this information. In order for RTC AUTOMATIKA KFT. to fulfill its undertaken technical services, the Customer must provide and disclose to RTC AUTOMATIKA KFT. all permissible, available tools and business information required by the service to be performed by RTC AUTOMATIKA KFT.. The Customer is liable for damages and additional costs resulting from withheld or erroneously provided data.

**6.2.** The Customer assumes responsibility for providing their own data and contact information and for their correctness. They must immediately notify RTC AUTOMATIKA KFT. in writing of any changes thereto, and are obliged to bear the responsibility and

consequences arising from the omission of these notifications.

**6.3.** The Customer undertakes to indemnify and hold RTC AUTOMATIKA KFT. harmless from all liabilities, costs, damages, or expenses, including legal costs, incurred by RTC AUTOMATIKA KFT. towards the Customer or any other person because the Customer breaches their data provision obligation or any point of these GTC.

**6.4.** In the event of ordering inspection or repair work, the Customer must make all available data, technical documentation, memory, and other data storage devices' backups accessible to RTC AUTOMATIKA KFT.. The Customer acknowledges that, irrespective of this, the creation of security data backups (be it the operating system or other user parameters and settings) is exclusively the Customer's task, obligation, and responsibility. In this regard, the Customer bears the risk of loss and the fact of any parameter or data loss—even if it occurs during or in connection with the performance of the service—does not affect the Customer's payment obligation. Accordingly, the Customer must create a full security backup of the data stored on the device and preserve it, extending specifically to operating systems and user parameters and settings, even before handing over the device to RTC AUTOMATIKA KFT.. The Customer is solely responsible for damages resulting from the omission of this.

**6.5.** RTC AUTOMATIKA KFT. undertakes to perform the maintenance or service work specified in the agreement (order) between the Parties with the utmost care expected of

it, meeting the requirements and according to the expected criteria, and to the best of its professional knowledge. However, the Customer acknowledges that the contract for services concluded with RTC AUTOMATIKA KFT. as a commitment to results—a contractual result—is not the fault-free operation of the defective equipment/component, but the inspection (fault detection) activity performed by RTC AUTOMATIKA KFT. and the specialized industrial activity exerted for the repair of the defective equipment/component (e.g., the result of the inspection may be that the fault is caused by parameterization or programming errors of the faulty device, which RTC AUTOMATIKA KFT. may not, or not necessarily, be able to remedy).

**6.6.** The Customer acknowledges that delays resulting from complications that could not be foreseen in advance do not establish any right to a refund or claim for damages against RTC AUTOMATIKA KFT., particularly regarding the service fee or emergency commitment surcharge.

**6.7.** The Customer acknowledges that the performance deadlines recorded in the contract and undertaken by RTC AUTOMATIKA KFT. may be extended in the event of unforeseen or unforeseeable events or force majeure events. Without limitation, such cases include component delivery deadlines extended due to reasons beyond RTC AUTOMATIKA KFT.'s scope of activity, or the duration of fault detection.

**6.8.** The Customer accepts that if the repair or other service is performed in phases, the completion of the phase is confirmed by the

Customer signing the Work Report. In the case of phased performance, the deadlines for the subsequent phases shall commence only after the previous phase has been confirmed.

**6.9.** In the event of a unilateral amendment of the contract, RTC AUTOMATIKA KFT. shall notify the Customer of the amendment no later than the last day of the original performance deadline, along with the conditions for termination available to the Customer.

**6.10.** RTC AUTOMATIKA KFT. is entitled to withdraw from the contract without further legal consequences, or to terminate it, or to dissolve or discontinue it by mutual agreement, if the Customer does not fulfill the obligations incumbent upon them under the contract or these GTC, or if the Customer breaches the contract substantially.

**6.11.** The Parties agree that a work report shall be prepared at the place of work for all inspection, repair, maintenance, and other work performed for the Customer. The work report shall contain:

- Data enabling the identification of the component, device, machine, or equipment that is the subject of the work;
- A description of the current status of the component, device, machine, or equipment that is the subject of the work;
- A description of the work performed, the time, and the place of the work;
- The number of work hours spent, and

- The name and signature of the specialist who performed the work.

The Customer shall certify the Service Work Report with the signature of their legal representative or authorized employee, agent, etc., or with an electronic signature, thereby also confirming the performance.

**6.12.** Upon completion of the work, RTC AUTOMATIKA KFT. shall notify the Customer on the work report filled out at the place of work about the status of the machines and control units affected by the work, and, if necessary, about the further steps.

## **VII. On-site Work**

**7.1.** Any on-site work, commissioning, or inspection of further equipment that is not part of the basic repair quote shall be subject to a separate agreement, and cannot be interpreted as additional or extra work. In the event of any objection or claim by the Customer regarding the on-site work after the signing and handover of the work report upon completion of the on-site work, the burden of proof shall be on the Customer.

**7.2.** In the case of on-site work, the Customer must hand over the work area to RTC AUTOMATIKA KFT.'s employee in a state suitable for work and ensure the smooth flow of the work.

**7.3.** In the case of on-site work, the Customer must provide RTC AUTOMATIKA KFT. with all necessary special equipment, information, and technical assistance for the technical, or possible troubleshooting and repair work.

**7.4.** In the case of on-site work, the Customer must provide RTC AUTOMATIKA KFT. with a technical staff member qualified for professional machine operation tasks, who will hand over the work area to RTC AUTOMATIKA KFT. before the commencement of the on-site work, accept the work performed, and sign the filled-out work reports. The Customer cannot subsequently refer to the lack of qualification or expertise of this staff member.

**7.5.** In the case of on-site work, the Customer is obliged to ensure that the parts, materials, and components used during the work (to be recorded on the Service Work Report) are available to RTC AUTOMATIKA KFT..

**7.6.** In the case of on-site work, the Customer is obliged to inform RTC AUTOMATIKA KFT. in advance about the occupational safety regulations in force at the place of work, and is also obliged to provide the necessary occupational safety equipment and the special workwear prescribed by the Customer to RTC AUTOMATIKA KFT.. In the event of failure to do so, RTC AUTOMATIKA KFT. reserves the right to refuse the acceptance of the work area or the performance of the work. If RTC AUTOMATIKA KFT. notices the deficiencies during the work and decides to refuse to perform further work, it is entitled to claim the call-out fee from the Customer in this case too, which the Customer must pay.

**7.7.** The Customer is obliged to provide RTC AUTOMATIKA KFT.'s technical specialists with free access to all necessary energy

sources (electrical energy, compressed air, etc.) during the on-site work.

**7.8.** In the case of on-site work, the Customer authorizes RTC AUTOMATIKA KFT.'s technical specialists to activate or deactivate any of the equipment in the Customer's possession to the extent necessary for the performance of the work.

## **VIII. Termination of the Contract**

**8.1.** The Customer is entitled to withdraw from the contract without stating a reason until the completion of the service. In this case, the Customer shall reimburse RTC AUTOMATIKA KFT. for the part of the contract price corresponding to the completed work, and shall also bear the costs arising from the withdrawal.

**8.2.** If the Customer is a consumer, they may exercise their right of withdrawal as set out in Government Decree 45/2014 on the detailed rules of contracts between consumers and businesses. If the Customer is not a consumer, the conditions for the right of withdrawal are contained in Section 6:213 of Act V of 2013 on the Civil Code (Civil Code). The Customer may exercise their right of withdrawal if the conditions set out in the applicable laws mentioned above are met.

**8.3.** In the event of unforeseen or unforeseeable circumstances that occur during performance but substantially affect the service, the Customer must immediately, but no later than one (1) working day from the receipt of RTC AUTOMATIKA KFT.'s notification to this effect, communicate their relevant instructions to RTC AUTOMATIKA

KFT.. In the absence of such instructions, the contract terminates without further provision after the expiration of the aforementioned deadline due to the impossibility of performance for reasons attributable to the Customer.

**8.4.** RTC AUTOMATIKA KFT. is entitled to terminate the Contract partly or entirely with immediate effect by withdrawal or termination, setting an appropriate deadline, if the Customer substantially breaches the contract.

**8.5.** If it is probable based on the available data and information that the Customer misled RTC AUTOMATIKA KFT. regarding a material circumstance for the purpose of concluding the Contract or using the Service, including the concealment of a material circumstance, the Parties also evaluate this as a material breach of contract by the Customer, and RTC AUTOMATIKA KFT. is entitled to terminate the contract with immediate effect.

**8.6.** The contract, in addition to its performance and the grounds for termination specified in points 8.1-8.3, also terminates if (a) RTC AUTOMATIKA KFT. terminates it in writing (including a declaration sent electronically); (c) the Customer refuses to take over the equipment (device, component) accepted for repair by RTC AUTOMATIKA KFT.. In this case, in addition to paying the fee under the contract, all costs incurred in connection with the refusal to take over and the future fate of the accepted equipment shall be borne by the Customer. (d) by mutual agreement of the parties.

**8.7.** If the Customer's seat/notification address changes after the termination, the Customer must notify RTC AUTOMATIKA KFT. of the new seat/notification address immediately, but no later than 3 working days from the change.

## **IX. Warranty, Guarantee**

**9.1.** RTC AUTOMATIKA KFT. provides a 1-year full guarantee on the devices and components it distributes and services, without a separate agreement, the omission of this deadline being prescriptive. The guarantee applies only to products that malfunction during intended use. RTC AUTOMATIKA KFT.'s guarantee obligation ceases if the Customer uses the product unprofessionally. If the device/component malfunctions during the 1-year period from the handover while observing the intended use, RTC AUTOMATIKA KFT. shall repair the previously repaired components free of charge within a reasonable period under guarantee.

**9.2.** To enforce the guarantee, a guarantee certificate, or in its absence, the invoice issued by RTC AUTOMATIKA KFT. for the given device/component, must be presented.

**9.3.** In case of reasonable doubt, RTC AUTOMATIKA KFT. may request the Customer to prove the intended use, which the Customer must comply with. In the absence of this, RTC AUTOMATIKA KFT. is entitled to refuse the Customer's guarantee claim without further inspection. In the case of unsuccessful repair, RTC AUTOMATIKA KFT. strives to provide a replacement for the

distributed device/component (exchange service).

**9.4.** The Customer acknowledges that the guarantee obligation of RTC AUTOMATIKA KFT. does not cover:

- a) normal wear and tear and aging of the part or device;
- b) defects that are due to inadequate maintenance;
- c) damages that are the result of improper installation, use, or transport;
- d) caused by natural disaster or elementary damage.

**9.5.** The Customer expressly acknowledges that RTC AUTOMATIKA KFT. is entitled to a call-out fee and travel hourly rate during the fulfillment of all these guarantee obligations if the Customer does not deliver the device subject to the guarantee service to RTC AUTOMATIKA KFT., or if the call-out is justified for any reason (e.g., transport is not possible).

## **X. Liability**

**10.1.** RTC AUTOMATIKA KFT. is only liable for damages that arise in connection with the performance of the service as a direct result of its contractual breach, which can be verified. The Customer acknowledges that RTC AUTOMATIKA KFT. is not liable for indirect damages, consequential damages, lost profit, or other similar damages arising in connection with the service, including damages caused by defects in the repaired item itself, or for damages resulting from the partial or complete non-use of the defective

equipment, component, or device, and for damages resulting from the loss or change of the data (settings, parameters, operating system, other data) stored on the defective device, component, or equipment.

**10.2.** The Customer acknowledges that the liability of RTC AUTOMATIKA KFT. for damages arising in connection with the contract shall be limited to the contract price paid by the Customer, with the explicit exception of damages caused intentionally or by gross negligence.

**10.3.** The Customer acknowledges that in the event of any professional, financial, or other legal claim against RTC AUTOMATIKA KFT. by any third party (e.g., end-user) regarding the performed service, RTC AUTOMATIKA KFT. is entitled to hold the Customer fully accountable for all liabilities, costs, damages, or expenses incurred in this regard, including legal costs, if the third-party claim arose due to the Customer's substantial breach of contract.

**10.4.** The Customer must inform RTC AUTOMATIKA KFT. immediately and in writing of any claim made by a third party in connection with the service, or of any circumstance that could be the basis for such a claim.

**10.5.** RTC AUTOMATIKA KFT. is not liable for damages resulting from Force Majeure. The Customer is not entitled to a claim for damages or compensation against RTC AUTOMATIKA KFT. if the Service is not performed or is performed only partially due to Force Majeure. The Customer is not entitled to a claim for damages or

compensation if the performance of the service is delayed due to Force Majeure.

**10.6.** If the Customer fails to pick up the component/device handed over for service, repair, or inspection within 30 days of the performance, RTC AUTOMATIKA KFT. shall send a written notice to the Customer's last known seat/ mailing address, requesting the component/device to be picked up. If the component/device is not picked up within 30 days of the notice, RTC AUTOMATIKA KFT. is entitled to unilaterally dispose of the component/device (e.g., sell it, scrap it) and hold the Customer liable for the costs (including storage and disposal costs) that have arisen for RTC AUTOMATIKA KFT. from the Customer's failure to pick up the item.

## **XI. Confidentiality**

**11.1.** RTC AUTOMATIKA KFT. considers all data and information (hereinafter: Information) that comes to its knowledge during the performance of the contract, or which is the subject of the contract, as confidential and a business secret, which it must treat as such, even if the Customer has not qualified the data or information as confidential.

**11.2.** RTC AUTOMATIKA KFT. undertakes to store and manage the data and information that came to its knowledge regarding the Customer and the contract (including business and professional secrets, and data subject to protection under the GDPR) carefully and professionally, in accordance with legal requirements and the rules of the GTC, throughout the entire duration of the

contract, and after the termination of the contract, for the purpose of fulfilling the contract and later proving the terms of the contract. It shall not disclose it to third parties, unless the third party acts as a subcontractor or collaborator of RTC AUTOMATIKA KFT. during the performance of the contract (including the courier service mandated by RTC AUTOMATIKA KFT. or the Customer).

**11.3.** Should the Customer breach their confidentiality obligation stipulated in the Contract, they undertake full liability for damages to ensure that the Information that came to their knowledge or possession in this manner is not disclosed or communicated in any way to unauthorized persons without the prior and explicit written consent of RTC AUTOMATIKA KFT., is not published, is not made accessible, and is used solely within the scope of their own activity, for the purpose of and in order to fulfill the contract.

## **XII. Data Protection**

**12.1.** The rules for the processing of personal data related to the service are contained in the **Data Processing Information** of RTC AUTOMATIKA KFT., which is available on the websites realtimecontrol.hu and servo-service.com, and is part of the contract concluded between the Customer and RTC AUTOMATIKA KFT..

**12.2.** RTC AUTOMATIKA KFT. [as the data controller] only processes the Customer's personal data that is necessary for the conclusion of the contract, the exercise of

rights arising therefrom, and the fulfillment of obligations, and which is suitable for this purpose. The processing is based on the voluntary, explicit, and informed consent of the Customer, or the legal authorization of the GDPR.

**12.3.** The Customer acknowledges that RTC AUTOMATIKA KFT. stores the Customer's data for the purpose of fulfilling the contract and later proving the terms of the contract. RTC AUTOMATIKA KFT. does not disclose the data to third parties, unless the third party acts as a subcontractor or collaborator of RTC AUTOMATIKA KFT. during the performance of the contract (including the courier service mandated by RTC AUTOMATIKA KFT., or the Customer).

**12.4.** If the Customer breaches their confidentiality obligation stipulated in the Contract, they undertake full liability for damages to ensure that the Information that came to their knowledge or possession in this manner is not disclosed or communicated in any way to unauthorized persons without the prior and explicit written consent of RTC AUTOMATIKA KFT., is not published, is not made accessible, and is used solely within the scope of their own activity, for the purpose of and in order to fulfill the contract.

### **XIII. Applicable Law, Jurisdiction, Entry into Force**

**13.1.** If any condition of these GTC is definitively declared invalid, void, or unenforceable by any authority/court, this shall not affect any other condition of these

GTC, which shall remain in force regardless of this.

**13.2.** The legal relationship between RTC AUTOMATIKA KFT. and the Customer shall be governed by the laws of Hungary, particularly the provisions of Act V of 2013 on the Civil Code.

**13.3.** The Parties agree that any dispute that cannot be settled amicably shall be subject to the exclusive jurisdiction of the Metropolitan Court [Fővárosi Törvényszék], or the Budapest Central District Court [Pesti Központi Kerületi Bíróság], depending on its competence.

**13.4.** These General Terms and Conditions (GTC) shall enter into force on **December 12, 2025**.

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**RTC AUTOMATIKA KFT.** Budapest,  
December 12, 2025