

General Terms and Conditions:

I. General conditions

1. Bau-Trans Nemzetközi Fuvarozó és Szolgáltató Korlátolt Felelősségű Társaság (seat: 2051 Batorbágy, Rozália park 6., registration number.: 01-09-066675, tax ID: 10225761-2-13, hereinafter: Bau-Trans Kft.) performs all of its services (transport, crane, rental of equipment, machine installation/machine moving) according to these General Terms and Conditions (hereinafter: GTC). Any contractual term differing from the GTC shall apply only if agreed in writing between the parties and on a case-by-case basis.

2. The text of these GTC is available and accessible on the website of Bau-Trans Ltd. for an unlimited period of time (continuously).

II. Conclusion of the contract between Bau-Trans Kft. and the Customer

1. The potential customer may request an offer or give an order to Bau-Trans Kft. for any services intended to be ordered in writing (by post, e-mail, on the website of Bau-Trans Kft.) or by phone.

In addition to the usual information (service required, time, place of loading and unloading or construction site), the request for a quotation/commission must also specify any special circumstances or characteristics relating to the services or the goods to be transported.

2.1. Bau-Trans Kft. shall make its offer or confirm the order through the same communication channels (see Clause II/1), provided that if an offer is made or an order is accepted by telephone, this shall be confirmed also in writing within a maximum of forty-eight (48) hours of the communication.

2.2. The potential customer requesting an offer/making an order may consult the General Terms and Conditions of Bau-Trans Kft. on its website before concluding the contract.

3.1. The offer by Bau-Trans Kft. – unless otherwise specified – shall be valid for one hundred and eighty (180) days from the date the offer becomes accessible by the potential customer.

3.2. The offer by Bau-Trans Kft. shall be deemed to be validly accepted by the potential customer (requesting the offer) if the potential customer accepts the offer (i.e. orders the service) by means of a declaration made through one of the communication channels set out in Clause II/1 within the above deadline (or within 180 days if the offer does not specify otherwise).

Acceptance of the offer shall constitute a contract between the parties and the contracting entity shall become a customer (hereinafter referred to as the „Customer“).

4. If the potential Customer places an order with Bau-Trans Kft. without prior request for quotation and Bau-Trans Kft. confirms this in writing (including e-mail), the contract between the parties is concluded and the requesting party becomes a customer (hereinafter referred to as Customer).

5. By accepting the offer or by placing the order, the Customer acknowledges that he/she has read and accepted the provisions of these GTC in full and without any restrictions for himself/herself and for the legal relationship between the parties.

6. Bau-Trans Kft. shall record the conclusion of the contract and its essential provisions (unless it is not made in a document signed by both parties and written in a separate sheet) in a document called „Confirmation of the Assignment“ and shall send it to the Customer by e-mail. If the Customer does not object to the content of this confirmation within eight (8) days, but no later than twenty-four (24) hours before the commencement of the services of Bau-Trans Kft. and there is no other written evidence to the contrary with regard to the content of the contract, the contract between the parties shall be concluded with the content of the document entitled „Confirmation of the Assignment“.

7. In the event that the Customer has not confirmed the offer of Bau-Trans Kft. in writing, has not ordered the services in writing, or if the written documentation of the request for an offer and/or the offer has not been provided for any reason, or if these documents cannot be found for any reason, the specific terms of the contract between the Parties shall be exclusively binding on the „Confirmation of the Assignment“ sent by Bau-Trans Kft., and the Customer may not subsequently claim that he ordered the services on different terms or that the contract between the Parties was concluded with different content.

III. Rights and obligations of the Parties

1.1. During the procedure for the conclusion of the contract, as detailed in Clause II, the Customer shall, at the latest upon acceptance of Bau-Trans Kft.'s offer (at the time of ordering), provide Bau-Trans Kft. with the weight, dimensions, lifting and anchoring points, value of the goods to be moved or transported, the special interest and special characteristics of the goods to be delivered at the specified time (e.g. fragile, requiring special handling, artefacts, etc.) and, if requested by Bau-Trans Kft., the documents, technical drawings, photographs and other documents confirming these data.

The Customer is obliged to explicitly warn Bau-Trans Kft. of the dangerous nature of the goods to be transported/moved at the time of placing the order, the latest.

1.2. Any data provided by third parties on behalf of the Customer shall be deemed to have been provided by the Customer.

1.3. During the performance of the contract, the Customer shall be obliged to inform Bau-Trans Kft. of all facts, circumstances, data and information necessary for the correct and complete performance of the contract, including, but not limited to, the ground conditions at the place of erection of the lifting structures (cranes) with regard to the load capacity, the access to the construction sites, the roads serving as transport routes and all structures (e.g. data concerning the route to be taken for the works, including all structures (canals, manholes, pipelines, communication lines) and any other circumstances necessary for the technical assessment of the work to be carried out.

1.4. Should the Customer fails to comply with the obligation relating to information and data provision detailed in Clause III/1.1.-1.3. or fulfils it only in part, or provides inaccurate information, the Customer shall hold Bau-Trans Kft. harmless and bear any damage caused as a result thereof, and to compensate and fully indemnify third parties for any damage caused

2.1. Bau-Trans Kft. shall issue the waybill (CMR document) in six (6) copies per vehicle, the first copy of which shall be given to the Customer.

2.2. Bau-Trans Ltd. shall issue three (3) copies of the accompanying/certification documents related to the crane service, equipment rental, machine installation, the first copy of which shall be given to the Customer.

3. Bau-Trans Kft., or its subcontractor is not obliged, in the case of transport, to inspect the safety of the transfer of goods, except for the control over the operational safety during loading and unloading. The Customer is responsible for the packaging of the goods, their safe placement on the transport vehicle, tying and securing (even if the tying devices are provided by Bau-Trans Kft.). Bau-Trans Kft. shall not be liable for damages caused in either the goods or the vehicle by inappropriate packaging or tying, and for those damages that were caused to other third parties by inappropriate packaging or tying.

Any Bau-Trans Kft. employee/agent is entitled to make note during loading and unloading on the inadequacy or deficiency of the packaging/tying or the danger of any of them, that can be recorded in the waybill and has the right, if inappropriate packing or securing endangers the safety of the goods, the vehicle or other persons or objects, to refuse to carry out the transport task until appropriate packing or securing has been ensured.

4.1. In the case of transport (transport task), the contract shall be deemed to have been completed by Bau-Trans Kft. if the goods have been delivered to the consignee at the place of delivery. The completion of the delivery is verified by the signature of the consignee on the CMR document.

4.2. If following the conclusion of the contract, the Customer changes the planned place of unloading, or the goods shall be delivered to a consignee different from the one named in the waybill, then all related costs shall be paid by the Customer to Bau-Trans Kft. The execution of such instructions shall be possible at the time of arrival and shall not interfere with the normal course of business of Bau-Trans Kft. and shall not cause damage to the senders or recipients of other consignments; furthermore, the instructions shall not result in the splitting of the consignment.

5. In the case of crane, equipment rental, machine moving /machine installation, the completion is verified by a document named „Completion certificate“ signed by the Customer, detailing information regarding the service, its duration and other circumstances.

The person signing the Completion certificate at the place of completion on behalf of the Customer shall be regarded as the representative of the Customer authorised to sign the Completion certificate, regardless of his/her relationship with the Customer. Bau-Trans Kft. is not required to verify this relationship or the personal details of the Customer's representative at the signing of the Completion certificate.

6. Unless otherwise agreed by the parties, Bau-Trans Kft. is entitled to use a subcontractor.

IV. Official authorisations

1. Unless agreed otherwise, the official licences (e.g. so called „oversize permit,” occupancy permit) shall be obtained by Bau-Trans Kft. on behalf of the Customer. Official licences necessary for the completion of the contract shall be obtained by Bau-Trans Kft. at the risk of the Customer.

2. Bau-Trans Kft. shall inform the Customer upon request of the type, range and expected price of the usually necessary licences.

3. If the offer by Bau-Trans Kft. does not contain information to the contrary, the price calculation of the offer is based on the „simple” official request, without indication of costs. Costs required/requested by the authorities (e.g. costs of installation in public area; demolition, static costs; etc.) are not included in the offer, unless otherwise expressly agreed.

4. Bau-Trans Kft. cannot guarantee at the time of making the offer that the prices of the official licences necessary for the completion of the contract and the costs of obtaining them will not change (will not increase) by the time of completion, as this is beyond its control. Therefore, if the prices of the official licences necessary for the completion of the contract and the costs of obtaining them increase over the price indicated in the offer due to the increase in the prices by a third party independent from Bau-Trans Kft., the Customer shall pay the increased prices/costs, Bau-Trans Kft. will demand the increased amount from the Customer.

5. The Customer shall compensate Bau-Trans Kft if changes in the scope and conditions of the contract occur due to official regulations and requirements, which were not known at the time of the conclusion of the contract, or which the Customer did not inform Bau-Trans Kft. about, and these require additional expenses on the part of Bau-Trans Kft.

6. During the administrative procedure, the time limits laid down in the contract are suspended and extended by the duration of the administrative procedure.

7. If the authorities refuse to give the licences necessary for the completion of the contract, Bau-Trans Kft. shall be entitled to withdraw from the contract, on payment of the consideration for its performance to date. The Customer may not claim for damages if the authorities refuse for any reason to grant the licences, despite of the filing of the appropriate requests.

V. Liability

1. Bau-Trans Kft. shall be liable for all direct damages arising in connection with completion, if caused by gross negligence or wilful misconduct by the employees or agents of Bau-Trans Kft.

2. Bau-Trans Kft. shall not be liable for any damages arising through no fault of its own and in the course of the rescue activity; for damages arising from force majeure; for consequential damages; for damages arising from loss of profit or interest; and for damages arising from claims of third parties.

3. Bau-Trans Kft. shall not be liable for the activities of the managing, tying, coordinating and other persons provided by the Customer, as well as third persons acting on behalf of the Customer (e.g. contractor, responsible technical manager, foreman, lifting supervisor) as they are not considered as personnel used by Bau-Trans Ltd.

4.1. Bau-Trans Kft. is a holder of a liability insurance covering the transport, crane and machine installation activities and can provide a certificate of the funds available for the compensation of damages caused by Bau-Trans Kft. upon request.

4.2. The liability of Bau-Trans Kft. towards the Customer shall be limited to the insurance amount payable in the case of an actual damage under the liability insurance covering the operations of Bau-Trans Kft.

4.3.1. Upon the request and at the cost of the Client, Bau-Trans Kft. arranges for insurance(s) to be taken out in respect of other damages that may arise in connection with the transport and lifting equipment and their activities, transport, rent of equipment, crane and machine installation (e.g. cargo insurance, etc.).

Bau-Trans Kft. has a hook insurance of EUR 75,000- to cover damage to the goods to be lifted in the lifting equipment business. Should the Customer require a higher coverage, this shall be communicated to Bau-Trans Kft. in writing at the time of placing the order, the latest.

4.3.2. If the Customer does not entrust Bau-Trans Kft. with the conclusion of the insurance contract(s) described in Clause V.4.3.1, the Customer shall conclude the insurance(s) itself, that indemnifies Bau-Trans Kft. against recourse claims, i.e. excludes Bau-Trans Kft. from recourse in respect of the damage event.

4.3.3. If the Customer fails to conclude the insurance(s) or to communicate the value or provides incorrect information, under Section 6:525 (1) of the Civil Code, the Customer shall bear that part of the loss resulting from the Customer's aforementioned omission or breach of contract.

5. The Customer shall notify Bau-Trans Kft. in writing of any damage(s) caused by Bau-Trans Kft. during the performance of the contract without delay, within three (3) working days after the damage occurred, with a full description of the facts, attaching the evidence and allowing for inspection of the place of the damage, the damaged goods/object/equipment and expert examination. Damages that cannot be detected from the outside must be reported to Bau-Trans Kft. immediately after their discovery, but no later than seven (7) working days after the delivery of the goods, the completion of other activities (crane, machine moving/installation) or the completion of other services as described above. Failure to meet these deadlines shall result in forfeiture.

VI. Delay and legal consequences

1. In the event of a delay in the performance of the contract for reasons in the Customer's interest, Bau-Trans Kft. shall be entitled to claim from the Customer the resulting costs and additional expenses.

2. In the event of a delay in the performance of the contract by Bau-Trans Kft., the Customer shall request completion and grant a grace period to Bau-Trans Kft. for completion. The Customer may assert a claim for delay against Bau-Trans Kft. only if and after the grace period granted has expired without result.

3. If the Customer is liable to a third party for damages (including, in particular, liquidated damages and other contractual consequences) due to the delay in performance of the contract caused by the fault of Bau-Trans Kft. the Customer may only transfer these consequences to Bau-Trans Kft. if the Customer has verifiably drawn the attention of Bau-Trans Kft. to such consequences of the delay, specifying the method and amount of damages, at the time of conclusion of the contract.

4. In the event of a delay in performance by the Customer, the Customer shall be liable to pay late interest in accordance with the provisions of Section 6:155 (1) e) of the Civil Code. Bau-Trans Kft. is also entitled to claim from the Customer all costs incurred in connection with the demand for performance and the enforcement of the claim (e.g. stamp duty, attorney's fees, notary's/executor's fees, collection costs, etc.).

5. Downtimes not caused by Bau-Trans Kft. and delays in the provision of equipment or personnel (e.g. due to the condition of the construction site or the loading or unloading site, or temporary inaccessibility; delays due to incorrect information) shall be borne by the Customer, even if the Parties have agreed on a flat-rate fee.

VII. Fees, lien

1. The following shall be subject to post-settlement between the parties, even at flat rates: changes in the place of installation, in the time and duration of performance of the contract, in the destination and in the requirements imposed by the authorities. Bau-Trans Kft. is entitled to charge a surcharge if the actual weight or size of the goods to be moved and other characteristics differ from those provided by the Customer. In the event of a change in the type or scope (volume) of the service, or in the event of subsequent orders during performance, the related fees shall be paid by the Customer to Bau-Trans Kft., irrespective of the contractual fee.

2. The Parties exclude the possibility for the Customer to set off against Bau-Trans Kft.'s claim any claim against Bau-Trans Kft. that the Customer may have, unless at the time of the set-off the validity and amount of the claim is already proven by a final court judgment.

3. If the Customer withdraws from or terminates the contract before the commencement of the performance by Bau-Trans Kft., even in respect of only a part of it, or if the commencement of the performance becomes impossible due to the Customer's conduct, the Customer shall pay Bau-Trans Kft. the costs incurred in connection with the conclusion/performance of the contract by Bau-Trans Kft. and, unless otherwise agreed by the Parties, a standstill fee as a default penalty.

The standstill fee rate (considering up to 10 hours per day) is: for 2+3/2+4 axle trains: EUR 70/hour; for 3+4/3+2 axle trains: EUR 100/hour; for 4+3 axle trains: EUR 110/hour; for 4+6 axle trains: EUR 140/hour.

4. Bau-Trans Kft. shall be entitled to retain until its claim against the Customer has been settled in full the goods received or handed over to third parties during the performance of the contract (right of retention, lien).

VIII. Termination of the contract (withdrawal, termination)

1. The Customer may withdraw from or unilaterally terminate the contract for good cause, with a written record of the change of interest, if Bau-Trans Kft. fails to fulfil its contractual obligations and does not otherwise remedy the delay.

2. Bau-Trans Kft. shall be entitled to suspend/interrupt the performance of its obligations to the Customer or to withdraw from/terminate the contract in the event of non-payment of its overdue claims against the Customer or in the event of insolvency proceedings against the Customer. In the event of withdrawal/termination, Bau-Trans Kft. shall be entitled to a pro rata remuneration for the performance up to that date, subject to the reservation of further claims.

IX. Notices, communication

1. The parties shall make their declarations in relation to their legal relationship and the performance of the contract primarily in writing, by e-mail, registered mail or personal delivery.

Any statement made by e-mail shall be deemed to be written declaration and may not be challenged by the other party on any grounds, provided that the sending party can prove that the statement was sent by means of a confirmation of sending from the e-mail system.

2. Written declarations shall be deemed to have been communicated to the other party, i.e. become effective on the following dates:

Declarations made by e-mail when they become accessible by the other party.

Statements sent by registered mail, on the date indicated on the delivery certificate.

Non-registered mail on the fifth working day after dispatch.

Any statement sent by post shall be deemed to have been communicated even if the return receipt or the returned consignment shows that the consignee refused to accept the consignment or it was returned marked „not wanted“, „address unknown/addressee unknown“ or „moved“. In these cases, the date of communication is the fifth working day from dispatch.

3. Verbal statements shall be valid only if the party also confirms in writing or the other party confirmed receipt or it can be established from the circumstances that the Parties act in accordance with and being aware of the verbal statement.

X. Special provisions relating to equipment rental (machinery, stands)

1.1. Bau-Trans Kft. hands-over the equipment to a representative of the Customer holding the necessary licences to use the equipment, with a hand-over protocol. The Customer is obliged to provide an operator with the appropriate qualification and licence to take over the equipment and to present the operator's licence. Bau-Trans Kft. may refuse to hand over the equipment until the Customer has provided proof of the competence of the operator issued with the appropriate licences.

1.2. By signing the hand-over protocol by the Customer or his/her representative, the risk of damage associated with the equipment shall transfer to the Customer.

2. Only persons who have been previously trained for the operation of the equipment in question, who are over 18 years of age, who have the licenses and examinations required by the relevant legislation (e.g. forklift license, etc.), who have received training in occupational safety and health for the equipment/activity in question and who are not under the influence of drugs, medication or alcohol while operating the equipment are entitled to operate the rented equipment on behalf of the Customer. It is the Customer's responsibility, interest and risk to train the operator as described above, to verify compliance with the above conditions and to ensure that the operator complies with the security requirements.

3. The Customer shall bear the legal consequences of any downtime caused by improper handling of the equipment.

4. The Customer is responsible that the equipment is installed only in an appropriate workplace, and that the equipment is fit for use under the given static and ground conditions.

5. The Customer shall check the engine oil, coolant and hydraulic fluid levels, the battery fluid level, depending on the type of equipment, but at least daily, and if necessary, shall replace the missing quantity with appropriate materials at his own expense. In addition to this, in the case of diesel equipment, the air filters shall be checked daily and cleaned if necessary. The Customer shall be liable for damages resulting from the use of inappropriate fuels, clogged air filter(s) or fuel shortage. Bau-Trans Kft. is entitled to replace the petrol that the Customer missed to replace and charge its expenses to the Customer.

6. In the case of using the equipment in the open air, the Customer shall comply with the maximum air speed regulation relating to the equipment in use. If the maximum air speed limit is exceeded, the equipment shall be turned off immediately.

7. Bau-Trans Kft. must be notified immediately of any malfunction or damage to the equipment, indicating the number, type and nature of the fault.

8. One day before the last day of working with the equipment, the Customer shall notify Bau-Trans Kft. so that Bau-Trans Kft. can prepare for the return and transport of the equipment. Upon ending working with the equipment, the Customer shall put the equipment in a shape that is fit for hand-over and transport.

9. Hand-over of the equipment takes place at a time and place agreed in advance, in the presence of the Customer or his/her representative, with a protocol proving the hand-over. By signing the hand-over protocol by Bau-Trans Kft and by the return of the equipment, the risk of damage shall transfer back to Bau-Trans Kft.

10. In the event of contamination of the equipment, the Customer shall bear the costs of cleaning and any loss of profit incurred by Bau-Trans Kft. in this connection (i.e. the equipment can only be rented to third parties with a delay).

11. The Customer shall not be entitled to provide the equipment rented from Bau-Trans Kft. to any third party on any legal ground, except with the prior written consent of Bau-Trans Kft.

12. The Customer shall bear full liability for the equipment taken over. Liability extends to any personal injury caused by the equipment or its operator, any damage in the equipment and all other damages caused by the equipment to third parties or objects. The Customer shall also be liable for any downtime of the equipment due to such damage.

13. The equipment are not insured against theft. The Customer shall be liable for any damage resulting from theft or damage caused by third parties, as well as for any damage resulting from the breakdown of the equipment due to theft or damage, even if properly stored.

14. The Customer is not entitled for compensation of damages if the equipment is not handed-over in time, but the delay is not the fault of Bau-Trans Kft. The same applies if the equipment – under operational control- stops when in use.

XI. Applicable laws and regulations, settlement of legal disputes

1. The legal relationship between the parties shall be governed by the contract concluded between them, these GTC and Act V of 2013 on the Civil Code, and in addition, in legal relationships for transport (carriage), parties shall apply the Convention on the Contract for the International Carriage of Goods by Road (CMR) promulgated by Decree No.3 of 1971 in the case of international carriage, and in the case of domestic carriage, Government Decree 120/2016 (VI.7.) on road transit contracts.

If the above contracts, regulations contain provisions contradictory with each-other, the legal relationship between the Parties shall be regulated primarily by the contract between them, then the GTC and after that, the above listed regulations.

2. If the Customer also has a GTC that are required to be applied to the legal relationship with Bau-Trans Kft., and the GTC of Bau-Trans Kft. and the GTC of the Customer contradict or differ, then the legal relationship between the Parties shall be regulated by and the contract between the Parties shall be interpreted in accordance with the GTC of Bau-Trans Kft.

3. The Parties shall attempt to settle any dispute arising out of or in connection with the contract between the Parties for the provision of all services (transport, crane services, rental of equipment, machine installation/machine moving) by Bau-Trans Kft. by amicable means. If this is not successful after thirty (30) days, the dispute shall be decided- depending on the jurisdiction- by the Budapest II and III District Court or the Tatabánya Court (Article 27 of Act on Civil Procedures).