

Terms and Conditions of Holografika Ltd's Sales to Enterprises and Other Organizations

1. Scope

1.1 These General Terms and Conditions apply to all deliveries work, services and products, which are provided by Holografika Kft. (registered seat: 1192 Budapest, Ady Endre út 3/a.; e-mail: info@holografika.com; telephone: +3612819114, +3612824921 fax: +3613581208; hereinafter the "Supplier") to the customer (the "Customer"). The work, services, software and products, or any of them to be supplied by the Supplier to enterprises and any other organizations are referred to as "Products".

1.2 Unless Supplier expressly agrees in writing, Supplier shall not be bound by any terms or conditions, whether written, oral or otherwise that are different, or vary from or are in addition to the General Terms and Conditions and any such terms or conditions shall be null and void and of no effect whatsoever.

2. Offer

2.1 Offers by Supplier are made without obligation and they shall be considered as non-binding offers, except if stated to the contrary in writing signed by the parties.

2.2 Specifications and quotes in catalogues, brochures, etc., are only binding if expressly referred to in the offer.

2.3 The offer shall be considered as Supplier's intellectual property. Therefore, the offer and/or the documentation attached to the offer shall not be reproduced nor disclosed to third parties without Supplier's prior written consent. In lack of agreement between the Supplier and the Customer the documentation remains Supplier's property and must be returned to Supplier upon its request.

2.4 Supplier will not disclose the content and existence of the offer to third parties without Customer's consent.

3. Conclusion of Contract

3.1 The contract is effective only upon the signature of the contract by both parties, or Customer's receipt of Supplier's written confirmation of a purchase order issued by Customer, and, if agreed upon, Supplier's receipt of the down payment and/or notification of a (confirmed) letter of credit to Supplier.

3.2 The contract may not be cancelled or altered by Customer except on terms and conditions acceptable to Supplier, as evidenced by Supplier's written consent.

3.3 Any costs of a modification requested by Customer or caused by circumstances not known to Supplier at the time of the signing of the contract shall be priced separately and are Customer's responsibility.

4. Delivery, Passing of Risk

4.1 Delivery of Products to a carrier by Supplier shall constitute delivery to Customer; all risk of loss or damage during transportation shall be borne by Customer unless otherwise agreed by the parties. This also applies if, after arrival at Customer's site, Supplier has to perform installation work.

4.2 If delay in delivery is caused by an act or omission of Customer, including the failure to procure any required permits for delivery in Customer's country, the time for delivery can be extended by a period which is reasonable considering all the circumstances but additional costs due to the delay has to be covered by the Customer.

4.3 If delivery of Products ready for shipping is not possible or not desired by Customer, the Products can be stored at Customer's cost and risk, and delivery shall then be considered as performed.

4.4 All contracts are made on FOB (Customer) terms published by the International Chamber of Commerce („Incoterms"). The Supplier shall not be liable for any delay arising from the delayed transportation of the Product.

5. Payment

5.1 Unless agreed otherwise, the contract price shall be paid as follows:

a) A down payment of 50% of the total price shall be made within 30 days after the effective date of the contract.

b) The payments for the remaining 50% of the total contract price, unless otherwise agreed, shall be secured by an irrevocable, confirmed letter of credit, to be issued by a prime bank within 30 days after the effective date of the contract or Customer's signing of the order, which shall provide for payment against Supplier's invoice, and shall be in a form and substance satisfactory to Supplier.

5.2 Customer shall not be entitled to withhold or reduce any payments due because of alleged claims against Supplier. The Customer shall not be entitled to set-off from the fee (or from any other payment performed to the Contractor under the contract) any of its pecuniary claims, or any other claims demanded from the Supplier; the Parties agree that Sections 6:49 – 6:52 (set-off) of the Hungarian Civil Code shall not be governing to their contract and they exclude the application of these Sections in respect of their contract.

5.3 Until Customer has fulfilled all financial obligations, the Products supplied shall remain Supplier's property and the Supplier reserves its ownership title on the Products. Customer shall be obliged to meet all legal requirements in order to safeguard Supplier's property or security interest.

6. Intellectual Property Rights

6.1 Any trademarks, ideas, know-how and patents (hereinafter: IPR) owned by the Supplier shall remain the Supplier's exclusive property irrespective whether the IPR is registered in any public registers.

6.2 The Supplier's products and processes are covered by one or more patents and are subject to other trade secret and proprietary rights. The Supplier reserves all such rights. No transfer or grant of rights under any IPR is made or is to be implied by any provision of this Terms and Conditions of Sales. The Customer shall not infringe such rights, or decompile, or reverse engineer, or disassemble any of the Supplier's products or processes, or to apply blocking patents, or to exclude the Supplier of any IPR generated on using the Supplier's intellectual property.

7. Liability

7.1 Supplier shall be liable for damages only if Supplier is held responsible for intentional misconduct. The Supplier's liability for damages caused by crime, or by intentional misconduct, or any indirect and/or consequential damages, including loss of property or profit, costs of product recall, is specifically excluded.

7.2 The Supplier is not liable for any loss or damage including consequential or incidental loss or damage such as loss of profits, expense or inconvenience, whatsoever caused by or arising out of the software, accompanying documentation or the use thereof.

8. Software

8.1 The Supplier grants Customer the personal, non-exclusive right to use the software only on the computer connected to the HoloVizio display.

8.2 Customer shall not assign, sublicense, sell, rent, lease, loan, convey or transfer the software to any third party. Customer may not alter, modify, disassemble, decompile or convert to another programming language the software, and Customer also shall not have any third party to do so unless Holografika's prior written consent is obtained.

8.3 Customer may make one copy of the software solely for a back-up purpose or copy the software onto the permanent storage device (e.g. a hard disk) of Customer's computer and retain the original for a back-up purpose. Except as expressly permitted under the applicable law, any other copying of the software is a violation of this Agreement. Customer must reproduce and include the copyright notice on the back-up copy.

8.4 The Supplier may terminate the Customer's license upon notice for failure to comply with any of these license terms. Upon termination, Customer must immediately destroy the software, together with all copies, adaptations and merged portions in any form.

8.5 There is no warranty by Holografika or by its licensor that the functions contained in the software will meet Customer's requirements or that the operation of the software will be uninterrupted or error-free. Therefore, the software is licensed on an "as is" basis without warranty of any kind. Customer agrees that the software and any support services are: provided as is and with all faults, and that the entire risk as to satisfactory quality, performance, accuracy, and effort is with you. Customer assumes all responsibility and risk for the selection of the software to achieve Customer's intended results and for the installation, use, and results obtained from it. Customer agrees that the Supplier or its licensor make no, and disclaim all warranties of every nature, including but not limited to: all implied warranties of merchantability or of fitness for any purpose or of system integration, or created by trade usage or course of dealing; all duties of reasonable workmanlike effort or lack of negligence.

8.6 Neither the Supplier, nor its licensor is liable for any loss or damage including consequential or incidental loss or damage such as loss of profits, expense or inconvenience, whatsoever caused by or arising out of the software, accompanying documentation or the use thereof.

8.7 Minor software updates such as bug fixes or the extension of the existing features as well as major releases of completely new features are provided free of charge within the warranty period. Online documentation and tutorial, and upon further request telephone and e-mail assistance are also available under the same conditions. However, Holografika has no obligation to maintain technical support following the warranty period unless it is separately declared on written agreement or extended software support is not opted for.

9. Warranty

9.1 Holografika warrants that the Products shall be free of defects in materials and workmanship and will conform to any agreed specification(s) at the time of delivery and for a period of one (1) year commencing on the date of delivery, or in case installation is provided by the Supplier, on the last day of installation.

9.2 This warranty does NOT apply where there has been a failure of the goods due to improper use; breakage not due to defect; failure on account of faulty or improper installation or handling; or failure on account of installation in a building of faulty design or construction.

9.3 In case of warranty repair of the Products the Supplier shall be entitled to select any of the following repair methods: (i) the Customer shall return the faulty component/equipment and the Supplier shall send the new/repared component/equipment; the party located at the place of dispatch shall bear shipment costs; (ii) the Supplier may decide to repair the faulty component/equipment at the Product's place of delivery if, according to the Supplier, it is not possible to ship the faulty component/equipment, or to repair the faulty component/equipment requires its presence at the place of delivery; in such cases labour costs and costs of spare parts are included in the contract price, however travel costs are excluded and are payable by the Customer.

10. Entire Agreement.

10.1 These Terms and Conditions of Sales and the documents referred to herein constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Products (unless these GTCs expressly state otherwise).

11. Order of Precedence.

11.1 In the event of any conflict in terms and conditions between instruments, the order of precedence shall be as follows: (1) Supplier's confirmation of purchase order/contract signed by the parties; (2) Customer's purchase order; (3) present Terms and Conditions of Sales; (4) other instruments.

12. Applicable Law and Jurisdiction

12.1 The contract and the present Terms and Conditions of Sales shall be construed and interpreted according to Hungarian law. It is mutually agreed that the United Nations Convention on Contracts for the International Sale of Goods (UNCITRAL) does not apply.

12.2 In case of controversies or disputes between Supplier and Customer the competent courts for Supplier's seat in Budapest, Hungary shall have exclusive jurisdiction.

13. Notices

13.1 All notices to the Supplier under this Terms and Conditions of Sales should be delivered to the address below:

HOLOGRAFIKA KFT.

mailing address: P.O.Box 100

H-1704 BUDAPEST

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