

Vehicle-Experts Restoration KFT General Terms and Conditions

for carrying out restoration, paintwork, repair and maintenance work to motor vehicles, their arts and bodies as well as the preparation of estimates.

I. General

In signing these terms and conditions the customer recognises that all maintenance work will only be carried out according to the following terms and conditions.

These business terms and conditions will always be submitted or made known to the customer as part of written cost estimates and shall be deemed to be accepted when the estimate is approved. All customers will be informed that the applicable terms and conditions are always to be found on the contractor's website.

The person who delivers the car, on presentation of the vehicle documents as identification shall be deemed to be the authorized representative of the motor vehicle's owner. The receipt and transfer of commissions either verbally, by telephone or email is at the expense and risk of the customer. The refurbishment order includes the authorization to carry out test drives and test runs with vehicles and assemblies and to assign work to specialist repairers as subcontractors. During test drives and transfer trips, the contractor must always use an official test drive or transfer trip number plate.

II Estimates

Detailed estimates will always be prepared; neither the order confirmation in relation to this nor the preparation are an obligation to conclude a refurbishment contract. Estimates are free of charge. The accuracy of an estimate can only be guaranteed if a personal viewing has taken place. An estimate whose accuracy is not guaranteed or a refurbishment contract based on such an estimate does not exclude the possibility of charging for unforeseen cost increases and for carrying out additional necessary work. In such cases the estimate may be exceeded by 20% with prior approval unless it was otherwise agreed expressly and in writing. Estimates are only valid in writing and for a maximum of 30 days after preparation due to frequent changes in the value of Hungarian currency. Verbal communications about anticipated repair costs are not considered estimates.

III Billing

Materials are charged at the list price effective on the day of delivery, unpacked from the contractor's premises; labour costs are charged at the prices posted in the business premises or those quoted in the estimate. At the request of the customer the bill is to be broken down into labour, materials used, outside services etc. The calculation of exchange prices presupposes that the the exchanged unit matches the delivery of the refurbished unit, shows no unusual damages and can still be reconditioned. For orders expressly designated as urgent by the customer, the overtime required and extra costs arising from expediting material procurement can be charged separately.

IV Payment

The contractor generally requires 20-30% down-payment on the total costs. Payment of the remainder is to be made when the vehicle is handed over or in partial payments unless another agreement has been reached. If the customer does not make the interim or remaining payment the contractor has the right to discontinue work on the vehicle or to retain the vehicle until the payment is made in full. Collection expenses and exchange charges are at the expense of the customer. Withholding of payment and also offsetting customer claims against the contractor with this claim is excluded unless the contractor is insolvent or the counter claim established by law or by the contractor.

The customer is obliged to settle the amount of the invoice immediately upon receipt of the invoice.

In case of late payment, the customer is required to pay 9% interest on late payment

V. Delivery

The contractor is obliged to meet an agreed delivery date. If the scope of the job increases above the original contract, a corresponding postponement of the delivery date will arise. If there is a delay on the part of the contractor the customer can declare in writing his intention to withdraw from the contract after having fixed a reasonable deadline for rectification. Other customer claims resulting from delayed delivery especially those for payment of damages except for damages to the object to be repaired itself- are excluded unless caused by gross negligence or intent.

VI. Handover

Handover of the restoration, paint, repair or delivery generally happens at the contractor's premises. The customer is deemed to be delayed in taking away the vehicle if it is not collected with payment of the costs within a week of being verifiably notified of the completion of the restoration, paint, repair or delivery and of the cost. If the customer is behind schedule, the customer can garage or park the vehicle with appropriate care either by himself or otherwise and at the customer's own expense and risk. The contractor has the right in this case to charge the customer demurrage at a cost of €3.00 per day. If the customer is more than one year behind in collection, the contractor has the right to take legal action to assert a claim and to claim ownership of the delivery item or to pass it on to 3 persons and to meet his claim expenses from the selling price.

VII. Used Parts, Retention of Title and Right of Retention

Replaced used parts remain the property of the customer if not otherwise requested in the order placement. All delivered and mounted goods remain the property of the contractor until full payment has been received. The contractor has a right of retention on the customer's related item for repair arising from all the demands related to the work at issue and earlier refurbishment work and from relevant material deliveries including the expenses paid and damages caused. Directions regarding the surrender of the repair item are only valid on condition that they are to be carried out after complete payment of the above claims. Any possibly applicable right of retention or any retention further justified by law shall not be affected thereby.

VIII. Restrictions to the Scope of Services (Service Description)

With makeshift repairs carried out in execution of an explicit order the possibility of a very limited durability must be taken into account. The service life of wearing parts corresponds to the current state of the art only. Materials provided by the customer are not included in the warranty.

IX. Warranties and Compensation for the Refurbishment

The contractor warrants the refurbishment work carried out - if their value exceeds HUF 20,000 - and the parts installed for the period of 6 months from the date of completion. For new parts the, usually more favourable, supply plant warranties apply. The billing issued for the work done counts as a warranty certificate. Complaints must be communicated to the contractor in writing. The contractor is obliged to investigate the customer's complaints within 15 days and if they are substantiated, must proceed according to the regulated warranty provisions. If the customer wishes that the investigation take place in his presence, the contractor is obliged to arrange it in that way. In this case the customer and the contractor generate a protocol whereby the faults and the comments of both parties are recorded. This must however take place in the contractor's premises.

The warranty follows with repair of the faults detected in the refurbishment free-of-charge and in a reasonable period of time. If a repair is not possible or associated with excessive costs, an appropriate replacement is to be provided. To carry out the warranty related services the contractor must transfer the customer's repair item to his premises at his own cost and risk. If such a transfer is unacceptable, the contractor must be notified. They can demand either the transfer at the customer's cost and risk or the performance of the warranty-related services at another premises transfer to which is acceptable to the customer or provide reasonable replacement. Warranty claims expire if

- a) open defects are not complained of immediately on handover of the contract item,
- b) the parts affected by the fault were changed or refurbished by a third party or by the customer himself except when carried out as emergency repairs or due to delay in fulfilment of the warranty on the part of the contractor.

The contractor is liable for all damages caused to the repair item for which he is culpable. Otherwise he is only liable for intent or gross negligence.

X. Liability on Loss or Damage to the Refurbishment Item

The contractor is liable for loss or damages to the refurbishment item. This liability is limited to the repair or replacement of the value of the repair or delivery item. The contractor is only liable for further claims in the case of intent or gross negligence.

XI. Modifications to the General Terms and Conditions

The contractor has the right to modify the General Terms and Conditions. Such modifications are valid as and from the day they are published on the internet.

XII. Miscellaneous

In the case of questions not regulated in the above General Terms and Conditions, the regulations of the Hungarian Civil Law Book (Law V, 2013) will provide directives.

XIII. Place of Performance

The parties agree that Hungary holds as the place of performance.

XIV. Place of Jurisdiction

All parties shall in the first place settle their disputes through negotiation. If consultation in regard to the termination of invalidity or dispute does not come to a result in a reasonable period of time the parties agree to the exclusive competency of the Mosonmagyaróvár District Court responsible based on the seller's address unless covered by an area of competence of the Győr District Court, or unless one should take into account the EU Directives on Consumer Protection.

Supervisory Authorities

Mosonmagyaróvár City Municipality (Hungary)
9200 Mosonmagyaróvár, Fő u. 11.
Email: igazgatas@mosonmagyarovar.hu
Telephone: +36-96-577-800

Consumer Protection Service of the Győr-Moson-Sopron District Public Administration
9022 Győr, Türr István u. 1.
Telephone: +36-96-329 244
Fax: 96/329 186
Email: fogyved_nydf_gyor@nfh.hu