

## TERMS AND CONDITIONS

EFFECTIVE FROM 18 MAY 2023

1. Parties, Definitions and interpretations in these terms and conditions (which are referred to in this document as “The Terms”) the words and expressions used shall have the meanings as specified:
  - 1.1. “Us” or “We” or “Our” shall mean Supplier as follows,
    - 1.1.1.1. Supplier name: BSH Continental Solution Kft.
    - 1.1.1.2. Representative: Gábor Molnár, managing director
    - 1.1.1.3. Headquarters: 1054 Budapest, Szemere utca 19. 1. em. 2b. ajtó, Hungary
    - 1.1.1.4. Tax number: 32216637-2-41
    - 1.1.1.5. Community tax number: HU32216637
    - 1.1.1.6. Contact: helpme@quickfixes.pro
  - 1.2. “You” and “Your” shall mean the Customer (for the avoidance of doubt this can be an individual, two or more individuals or a company, group, partnership or other organization). In the event that the customer is more than one person the obligations and liabilities under this agreement are joint and several.
  - 1.3. “The Contract” shall mean the agreement between You and Us to carry out the Works and services to which the Terms shall apply.
  - 1.4. “The Works” means the works and any kind of services described in Our estimate and/or as referred to in Our works detail sheet or any other document or email issued by Us, as may be varied by agreement in writing between the parties.
  - 1.5. “The Additional Works” shall mean works and any kind of services that did not form part of the original estimate given by Us and are works and any kind of services that have been deemed necessary by Us, You or a third party, or works and any kind of services that are a result of You changing Your initial instructions to Us.
  - 1.6. For the purposes of these terms, “in writing” includes by email and any document which is set in a hand-held device and any signature on a hand-held screen shall be treated as being in writing.
2. **Your Responsibility / You will**
  - 2.1. Provide clear access to allow us to undertake the Works and services and provide a safe working environment at all times for Us and our employees, agents and sub-contractors engaged for the purpose of carrying out the Works and services.
  - 2.2. Ensure that all furniture, furnishings, fixtures and fittings and other items are removed or covered and protect all furniture, furnishings, fixtures and fittings and other items which are not removed by You. Any furniture, furnishings, fixtures and fittings and other items which are not removed are left entire at your risk and We shall not be liable for any damage to such items how so ever cause.
  - 2.3. Obtain the necessary permissions and consents (for example purposes only, consents from Your landlord and/or the Local Authority) that are required before the Works are carried out. By agreeing to the Contract, You warrant that You have obtained such permissions and consents as are required.
  - 2.4. Obtain any permission necessary to carry out the Works on property belonging to a third party, or enter into or upon property belonging to any third party. By agreeing to the Contract, You warrant that You have obtained such consent as may be required.
  - 2.5. Ensure that We can obtain access to Your property at dates and times agreed with You, Your agent, Your tenant, or any other person.
  - 2.6. You will indemnify Us against any claims of whatever nature brought as a result of your failure to obtain the permissions and/or consents as described above.

- 2.7. You will be liable to Us as a result of the failure or delay in obtaining the necessary permissions and/or consents as referred to in clauses above and will keep Us fully indemnified for all loss or damage whether direct, indirect or consequential.

### **3. Estimates**

- 3.1. We shall provide you with a written estimate. For the avoidance of doubt a written estimate is not a fixed price quotation, it is a likely estimate of the costs based on the information made available to Us at the time the estimate was given.
- 3.2. We reserve the right to revise any estimate in the following circumstances:
- 3.2.1. You change Your instructions and/or the scope of the Work required;
  - 3.2.2. There are unforeseen circumstances and/or the Works become unduly complicated and/or protracted;
  - 3.2.3. Further works are required in order to carry out Your original instructions;
  - 3.2.4. If there is an increase in the price of the materials and/or any tax or duties payable on materials that We will supply to You as part of the Works.
- 3.3. If during the course of the Works any Additional Works are to be undertaken by Us, We will provide You with an estimate for the Additional Works and will only carry out such Additional Works until we have your written acceptance. We reserve the right to request money on account of such Additional Works in accordance with clause 9.2.

### **4. Declining instructions**

We reserve the right to decline instructions and/or cease to carry out the Works or the Additional Works in case You instruct Us to carry out Works or Additional Works that is against our professional advice and/or in contravention or industry safety standards, statute, regulations, industry standard codes of practice or regulatory body codes of practice.

### **5. Your Liability and Indemnity**

- 5.1. Without limitation to clause 2 above, You shall be liable:
- 5.1.1. For any loss, damage or injury, whether caused or suffered directly or indirectly, resulting from a failure or delay by You in performing Your obligations under the Contract.
  - 5.1.2. To indemnify Us against all actions, suits, claims, demands, charges, costs, losses and expenses which We may suffer or incur as a result of, or in connection with
  - 5.1.3. For Any claim by a third party resulting from a breach of Your obligations, representations or warranties

### **6. Exclusions**

- 6.1. We do not undertake any structural or other type of building survey. If the Works and/or the Additional Works cannot be completed because of structural or other defects to Your property then we cannot be held liable for this. Further, We cannot be held liable for any damage caused as a result of structural defects to Your property.
- 6.2. Any Guarantee offered by Us is only applicable to Works carried out in Hungary.
- 6.3. Any Guarantee offered by Us is invalidated if any Works, parts or equipment supplied to you:
- 6.3.1. suffers misuse
  - 6.3.2. is treated negligently
  - 6.3.3. is used inconsistently with either Our or the manufacturer's instructions

- 6.3.4. is repaired or modified by anyone other than Us
- 6.3.5. is tampered with or customized by anyone other than Us.
- 6.4. For the avoidance of doubt, this clause operates to terminate Our Guarantee to You from the time of the occurrence of any event listed in clause 7.3 above. This clause is to apply without exception and will remain operative even if a suitably qualified and/or regulated or registered third party attends to, or attempts to attend to, the Works, parts of equipment.

## **7. Retention of Title**

- 7.1. Any goods, parts or materials supplied by Us under the Contract remain Our legal and equitable property until paid for in full by You.
- 7.2. We do not authorize any sub-sale of any goods, parts or materials that remain our legal and equitable property.
- 7.3. The risk in any goods, parts or materials shall pass to You from the date that We deliver the goods, parts or materials to You.
- 7.4. You accept that We have the right to re-possess any goods, parts or materials that are not paid for in full by You.
- 7.5. We reserve the right to enter Your property to collect and/or reclaim any goods, parts or materials that remain Our property. You agree to grant Us the right of entry.

## **8. Payment**

- 8.1. Full payment is due by You on completion of the Works.
- 8.2. Notwithstanding clause 9.1 We reserve the right to request payment on account of 50% of Our estimate at the beginning of the Contract should We be required to supply materials and/or goods as part of the Works.
- 8.3. On completion an invoice will be issued to you. Our invoice payment should be completed online at the time of receiving it.
- 8.4. We shall not be required to submit or deliver to You any certificates, guarantees or other similar documents regarding the Works until payment has been made in full.
- 8.5. VAT is included in our pricing if applicable.

## **9. Termination by Us**

- 9.1. We are entitled to terminate the Contract if You ask us to carry out Works or Additional Works as referred to in clause 4.
- 9.2. In the event that we terminate the Contract we shall notify You in writing of the termination.
- 9.3. Upon such termination You will remain liable for our costs, including labor, equipment, parts, hire or other such costs incurred by Us up to and including the date of termination.

## **10. Cancellation by You**

must be exercised by personally delivering or sending (including electronic mail) a cancellation notice within 2 days before the mutually agreed date of the Works. In the event that you agree to have works commence before the end of the cancellation period. If you choose to do so you may be required to pay for the goods or services supplied before the end of the cancellation period.

## **11. Entire Agreement**

- 11.1. All estimates given by Us and orders and instructions given by You are governed by the Terms. The Terms supersede any other terms appearing elsewhere and override and

exclude any other terms stipulated incorporated or referred to whether in instructions, negotiations or any course of dealing.

- 11.2. The Contract shall constitute the entire understanding between You and Us.
- 11.3. No modification to the Contract shall be effective unless it is made expressly and mutually in writing (including electronic mail) by both parties.
- 11.4. You acknowledge that We have not made any representations (other than those expressly contained in the Contract or estimate) which have induced You to enter into the Contract.
- 11.5. Nothing in this Contract is intended to confer on any person any right or benefit to a third party and accordingly a person who is not a party to the Contract will have no right to enforce any of its terms.

## **12. Data management:**

- 12.1. We handle the personal data related to the provision of the Service and the information obtained during the Service according to the candidates in its Data Management Information. The Data Management Information is published on its website and accepted by the User.
- 12.2. With regard to the data that is technically essential for the provision of the Works, the legal basis for data processing is the statutory provision based on Article 6 (1) (c) of the GDPR, General Data Protection Regulation.
- 12.3. We ensure the protection of the personal data managed by it, its operation and regulations comply with the provisions of the general data protection regulation. During the provision of the Works, We act in accordance with the data protection rules and legal practice, complies with the provisions of the applicable legislation, and also take into account the most important international recommendations related to data protection.
- 12.4. We have a Data Management Information, which contains detailed regulations for the handling of personal data.
- 12.5. We choose and, in all cases, operate the means used during the provision of the Works in such a way that personal data is processed only if it is absolutely necessary for the provision of the Works, but also in this case only to the extent and for the necessary time.
- 12.6. For the purpose of providing the Works, We may handle the personal data that are technically essential for the provision of the Works. Data processed for this purpose shall be deleted immediately when the purpose of data processing ceases.
- 12.7. If the Works require the implementation of data processing activities by US, We satisfy the conditions specified in the general data protection decree regarding data processing with regard to the protection of personal data in accordance with the rules set out in these Terms and the Data Management Information.
- 12.8. The purpose of processing personal data is:
  - 12.8.1. identification of You related to the registration and use of the Works;
  - 12.8.2. the use and technical operation of the Works by Us;
  - 12.8.3. providing the data necessary for the use of the Works used by Us, and
  - 12.8.4. preventing unauthorized persons from accessing personal data, in particular Your data.
- 12.9. Anonymized data - which can no longer be contacted in any way by a natural person - can no longer be considered personal data, accordingly the consent or information of You is not required for their transmission, they can be used for statistical or other purposes specified by law without Your consent and notification.
- 12.10. The data stored in connection with the Works may be accessed through an internal system or through direct access to the server only by authorized persons and only in connection with the purpose of data management.

## **13. Force Majeure**

- 13.1. We will use all reasonable endeavors to carry out the Works on the agreed dates and/or within the Contract but shall not be liable under any liability to You if it should be either impossible or impracticable to carry out the Works either on the agreed dates and/ or at all, by reason of strike, or any other event or occurrence that is beyond Our control.

**14. Relevant legislation:**

- 14.1. Act VI of 1998 on the protection of individuals with regard to the automatic processing of personal data law [http://net.jogtar.hu/jr/gen/hjegy\\_doc.cgi?docid=99800006.TV](http://net.jogtar.hu/jr/gen/hjegy_doc.cgi?docid=99800006.TV)
- 14.2. Act CXII of 2011 on the right to information self-determination and freedom of information. law  
[http://net.jogtar.hu/jr/gen/hjegy\\_doc.cgi?docid=A1100112.TV&timeshift=1](http://net.jogtar.hu/jr/gen/hjegy_doc.cgi?docid=A1100112.TV&timeshift=1)
- 14.3. 45/2014 on the detailed rules of contracts between a consumer and a business. (II. 26.) Government Decree [http://net.jogtar.hu/jr/gen/hjegy\\_doc.cgi?docid=A1400045.KOR](http://net.jogtar.hu/jr/gen/hjegy_doc.cgi?docid=A1400045.KOR)
- 14.4. Act V of 2013 on the Civil Code.
- 14.5. [http://net.jogtar.hu/jr/gen/hjegy\\_doc.cgi?docid=A1300005.TV](http://net.jogtar.hu/jr/gen/hjegy_doc.cgi?docid=A1300005.TV)
- 14.6. Act LXXVI of 1999 on Copyright. Act <https://net.jogtar.hu/jogszabaly?docid=99900076.TV>