

GENERAL TERMS AND CONDITIONS

1. COMPANY INFORMATION
2. SCOPE OF APPLICATION
3. CONTRACT FORMATION
4. DELIVERY CONDITIONS
5. PRICES AND PAYMENT TERMS
6. COPYRIGHT
7. CONFIDENTIALITY
8. PRODUCT WARRANTY
9. LIMITATION OF LIABILITY
10. SERVICE WARRANTY
11. INSTRUMENT AND SENSOR INSTALLATION
12. MISCELLANEOUS PROVISIONS

1. Company Information

Registered Office: 2040 Budaörs, Templom tér 19.

Operational Site: 6000 Kecskemét, Mindszenti körút 27/A

Representative: Szűcs Attila, Managing Director

Tax Number: 23921292-22-13

Company Registration Number: 13-09-197352

Email: INFO@CAVITYEYE.COM

Website: WWW.CAVITYEYE.COM

Central Phone Number: +36-76-739-125

Bank Account Numbers:

HUF: 11733072-20023319-00000000

€ IBAN: HU16 11763330 24996884 00000000

\$ IBAN: HU15 11763330 34085019 00000000

SWIFT: OTPVHUHB

Bank Name: OTP Bank Nyrt.



Bank Address: 1051 Budapest, Nádor utca 16, Hungary

Account Number: 11763330-34085019-00000000

IBAN: HU15 11763330 34085019 00000000

SWIFT/BIC: OTPVHUHBXXX

Currency: USD

2. Scope of Application

These General Terms and Conditions (GTC) apply to Cavity Eye Hungary Kft.'s hardware and software products, non-Cavity Eye branded system components purchased from the company, and services provided by Cavity Eye Hungary Kft.

Specific services such as Injection Molding Technology Training, Pilot Program, Best Molding Practice (GAP), and Network Product (Net4) are subject to Special Terms and Conditions, supplementing or modifying these GTC where applicable.

Special Terms and Conditions are provided upon request and available at WWW.CAVITYEYE.COM

Please read the relevant terms carefully before using specific services. These conditions automatically become part of the contract unless otherwise agreed in writing.

These terms apply without territorial limitation and are effective from August 1, 2025.

3. Contract Formation

1. Quotations and Contract Conclusion

- Our quotations are non-binding and do not establish a contractual relationship.
- A contract is formed only upon written order submission by the Client and written confirmation by Cavity Eye Hungary Kft. ("Order Confirmation").
- By receiving the quotation, the Client acknowledges the GTC, which form an integral part of the contract.
- The Client automatically accepts the GTC by submitting an order unless otherwise agreed.
- Expired quotations are not binding for Cavity Eye Hungary Kft.

2. Supplier Contracts:

- Cavity Eye Hungary Kft. is open to individual supplier or framework agreements upon the Client's written request and mutual agreement.
- The details are defined in accordance with these GTC unless otherwise agreed.
- Unregulated matters in supplier agreements are governed by these GTC

3. Order Confirmation

- Orders are processed on business days from 8:00 AM to 5:00 PM.
- Written confirmations are provided within three (3) business days.
- For service orders, confirmation requires the Client to specify the planned date.

4. Client's Obligations

- By placing an order, the Client commits to paying the agreed price within the specified deadline.

5. Order Modification and Cancellation

- The Client may modify or cancel the order before receiving the Order Confirmation.
- After confirmation, terms can only be modified with Cavity Eye Hungary Kft.'s written consent.

4. Delivery Conditions

1. Delivery Conditions

- Delivery requires an Order Confirmation from Cavity Eye Hungary Kft., specifying delivery deadlines and details.
- Failure to provide necessary information in time exempts Cavity Eye Hungary Kft. from delays.
- The Client must provide accurate delivery details and bear any delay or extra costs due to inaccuracies.

2. Delivery Deadlines

- Within the EU, the standard delivery time is four (4) weeks, subject to change for certain products with prior notice to the Client.
- For in-stock items, delivery can occur within one (1) week.
- Outside the EU, delivery times are determined individually.
- The delivery date in the confirmation defines the actual delivery date.

3. Claims and Inspection

- Claims for quantity discrepancies must be submitted in writing within thirty (30) days of the invoice date.

- The Client must inspect delivered goods and services, reporting any defects in writing within thirty (30) days, detailing the issues.

4. Force Majeure

- Cavity Eye is not liable for delays due to uncontrollable events (e.g., terrorism, natural disasters, government actions, power failures, telecom disruptions, or supplier failures).

5. Third-Party Delivery

- In third-party deliveries, Cavity Eye is responsible only for dispatching the goods, not their receipt.

6. Partial Delivery and Invoicing

- We reserve the right to make partial deliveries and issue immediate invoices unless it causes disproportionate disadvantage to the Client.

7. Delivery Costs and Fees

- Delivery costs are borne by the Client unless otherwise agreed.
- Within Hungary: **€49** (packaging, shipping, insurance)
- Within the EU: **€99** (packaging, shipping, insurance)
- Outside the EU: costs determined individually.
- If the Client provides a shipping payment ID, they may assume shipping costs, and we will organize transport free of charge.

5. Prices and Payment Terms

1. Prices and Taxes

The prices indicated are net prices, excluding VAT and other similar taxes. Shipping costs are not included unless otherwise agreed.

2. Quotations

Cavity Eye Hungary Kft. has an official price list available upon request. In general, we prepare individual quotations before each purchase or order to avoid misunderstandings and incorrect orders.

3. Currency

- Within the European Union (including Hungary), our default pricing is in **euros (€)**.
- Outside the European Union, our default pricing is in **US dollars (\$)**.

4. Payment Deadline

The Client must settle the invoice via bank transfer within thirty (30) days from the invoice date, unless otherwise agreed in a separate written contract.

5. Late Payment

If the Client fails to pay within the specified deadline, the delay is automatically established without separate notice.

Cavity Eye Hungary Kft. is entitled to charge statutory late payment interest for each day of delay.

If the delay exceeds thirty (30) days, Cavity Eye Hungary Kft. may:

- Refuse to fulfill further orders from the Client, or
- Require advance payment for future deliveries.

6. Definition of Payment Completion

Payment is considered complete when the full amount is credited to Cavity Eye Hungary Kft.'s bank account. For international transfers, the Client bears all transfer costs.

7. Invoice Disputes

- Invoice disputes are only accepted in writing within ten (10) days of receiving the invoice.
- After review, Cavity Eye Hungary Kft. may issue a corrective invoice.
- Submitting a dispute does not entitle the Client to withhold payment of the invoice.

6. Copyright

1. Retention of Ownership

We retain all ownership rights and, in particular, all copyrights related to any documentation, including drawings and user manuals provided with orders, unless stated otherwise. The provided documents are for the Client's internal use only and may not be transferred, copied, or otherwise used by third parties without prior written consent from Cavity Eye Hungary Kft.

2. Protection of Website Content

The content on WWW.CAVITYEYE.COM, including texts, images, logos, and other trademarks, is the intellectual property of Cavity Eye Hungary Kft. Downloading, copying, modifying, republishing, or using this content in any form is only allowed with prior written permission from Cavity Eye Hungary Kft., and a reference to the website must be included.

3. Unauthorized Use and Consequences

In case of copyright infringement, Cavity Eye Hungary Kft. is entitled to take legal action, including claiming damages.

7. Confidentiality

1. Confidential Information

Cavity Eye Hungary Kft. and its employees treat all information they become aware of as strictly confidential. Such information is only disclosed to third parties to comply with legal obligations or with the prior written consent of the concerned party.

To protect confidential information, Cavity Eye Hungary Kft. pays special attention to data security measures and adheres to internal regulations concerning the handling of such information.

2. Client's Relationship with Confidential Information

Documentation, commercial, and technical information provided by Cavity Eye Hungary Kft. is considered confidential. The Client and its employees must treat this information strictly confidentially, especially concerning third parties and competitors. This obligation applies even if the information is not explicitly marked as "confidential".

3. Mutual Confidentiality

The confidentiality obligation covers all business, technical, financial, or other information related to Cavity Eye Hungary Kft.'s or its partners' operations, clients, or partners, regardless of whether the information was disclosed in writing, orally, or electronically.

Exceptions include information that is already public or required to be disclosed by law.

4. Non-Disclosure Agreement (NDA)

Cavity Eye Hungary Kft. signs a mutual Non-Disclosure Agreement (NDA) with all its partners to ensure the protection of confidential information. The purpose of the NDA is to:

- Maintain the confidentiality of technical, business, financial, and other sensitive information.
- Prevent unauthorized use of such information.
- Ensure cooperation based on mutual trust.

The NDA may be based on a template provided by Cavity Eye Hungary Kft. or an accepted document from the partner, provided it meets the minimum confidentiality protection requirements.

8. Product Warranty

1. Warranty Period

- Cavity Eye Hungary Kft. provides a three (3) year warranty from the date of delivery for its own manufactured hardware products, including pressure sensors, measuring

and control connectors, mold connector socket, control socket and bayonet UTP cables, covering material and workmanship defects.

- For products that are part of the system but manufactured by other companies (Elo tablet, Compulab IoT-Gate-RPI4, Dahua switch), the general warranty period is one (1) year, subject to the manufacturer's conditions.

2. Submitting Warranty Claims

- Warranty claims are accepted exclusively in writing, with detailed descriptions of the defects.
- The primary platform for submitting warranty claims and issue tickets is [HTTP://HELP.CAVITYEYE.COM/](http://help.cavityeye.com/)

3. Warranty Services

- For defects reported during the warranty period, Cavity Eye Hungary Kft. will, at its discretion, repair or replace the defective product.
- In case of replacement, the new product will have an equivalent warranty period, while for repaired products, the remaining original warranty period will apply.

4. Non-Warranty Repairs for Measuring Connectors (SMP,SCP,SUP,FLW)

- If the product defect results from improper use, incorrect maintenance, unauthorized repair, or modification, the warranty is void.
- If the Client has already sent in the product, the inspection and any potential repair will be subject to a flat fee of €990, regardless of the inspection results or the work performed. This fee may also be charged if the returned product is found to be functioning properly or if the warranty period has already expired.

5. Replacement Warranty for Pressure Sensors

- We provide a three (3) year replacement warranty for pressure sensors, provided the defect occurs within the warranty period and the sensor is free from deformation or damage.

6. Product Return

- In the case of a customer complaint, if it is determined for any reason that the device must be returned, it must be sent back within 21 days following the confirmation of the return requirement. If the device is not returned within this period, the support ticket will be closed.

7. Data Retention

- Data saved during the service will be stored by Cavity Eye Hungary Kft. for a maximum of 1 year.

9. Limitation of Liability

Cavity Eye systems and products are designed and tested exclusively for their intended use as defined by us. The Client acknowledges that Cavity Eye Hungary Kft. is not liable for the following:

1. Damages from Improper Use

Damages resulting from improper or non-intended use of Cavity Eye systems or products, including incorrect installation, operation, or maintenance.

2. Incorrect Settings or Modifications

Damages caused by unauthorized modifications to the system settings by the Client or third parties. The user is solely responsible for correct parameterization and configuration.

3. Ignoring User Training

The Client must follow the user manuals, training materials, and instructions provided by Cavity Eye. Cavity Eye Hungary Kft. is not liable for damages resulting from failure to follow these guidelines.

4. Third-Party Operations

Modifications, repairs, or interventions by third parties without prior approval from Cavity Eye fall under the Client's responsibility.

5. Special Software Functions

Features such as CycleStop, SafetySwitchover, PromptStop are preventive measures. Cavity Eye Hungary Kft. is not liable for damages occurring despite their use.

6. System Malfunctions

Cavity Eye Hungary Kft. is not liable for system malfunctions or any resulting consequences.

7. Exclusion of Indirect Damages

Cavity Eye Hungary Kft. is not liable for indirect damages, such as lost profits, production downtime, data loss, or other consequential damages from improper use.

8. Exclusion for Critical Systems

The Client acknowledges and agrees that the products and services are not suitable for life-critical systems, hazardous environments, or applications where failure could result in catastrophic consequences.

10. Service Warranty

1. Validity of Warranty

Cavity Eye Hungary Kft. guarantees that its services will be performed properly and professionally, in accordance with industry standards and applicable regulations.

2. Confirmation of Completion

Services are verified by the Client's representative through signing a completion certificate or work report. The signature confirms acceptance of the services per the contract, or the Client may note objections in writing.

In the absence of objections, the service is considered accepted, and Cavity Eye Hungary Kft. is entitled to issue an invoice.

3. Installation Errors and Liability

We assume responsibility and warranty only for services performed by us. We are not liable for errors or damages resulting from work not performed by us.

4. Submitting Warranty Claims

- Warranty claims are accepted exclusively in writing, with detailed descriptions of the defects.
- The primary platform for submitting warranty claims and issue tickets is [HTTP://HELP.CAVITYEYE.COM/](http://help.cavityeye.com/)
- We reserve the right to professionally assess and determine the validity of the reported defect.

5. Limitation of Liability

- We are not liable for damages resulting from gross negligence on the part of the Client.
- We also exclude liability for indirect damages, such as lost profits, data loss, or damages from production downtime.

11. Instrument and Sensor Installation

If the installation of our instruments is carried out by Cavity Eye employees, the Client is responsible for providing all necessary equipment and materials required by the specific site conditions at their own expense and in a timely manner.

Before starting the installation, the Client must share all relevant information that may hinder or delay the installation process.

If the installation is delayed due to factors beyond our control, the Client is responsible for covering all reasonable costs incurred due to waiting time and additional travel.

Our employees will document all installations using a work report, which must be signed by the Client for verification.

12. Miscellaneous Provisions

If any part of this contract becomes invalid or is found to be illegal or contrary to applicable laws, the validity, legality, and enforceability of the remaining parts shall not be affected.

Matters not regulated in the General Terms and Conditions shall be governed by the applicable laws in force at the place of performance.

The Client acknowledges having read and agreed to these conditions, which are binding. The representative of each party agrees to the terms of this contract, declares, and warrants that they have the necessary authority to make the statements and representations contained herein, are authorized to consent and execute the contract, and all necessary actions for implementation have been taken.

Cavity Eye Hungary Kft. reserves the right to modify and update this contract at any time, and we will notify all relevant parties accordingly.

Effective: From 01.08. 2025, until revoked.