

Terms and Conditions

Data of Cavity Eye Hungary Kft.:

Seat: 2040 Budaörs, Templom tér 19.
Site: 6000 Kecskemét, Mindszenti körút 27/A

Representative: Szűcs Attila CEO

Tax number: 23921292-22-13
Corporate registration number: 13-09-197352

Email address: info@cavityeye.com
Webpage: www.cavityeye.com

1. Material scope

- 1.1. The hereby described terms and conditions are applied to the Cavity Eye software and hardware, non-Cavity Eye branded products purchased from Cavity Eye Hungary Kft. by the Customer, and to the connecting deliveries and services.
- 1.2. These conditions will automatically become part of every oral and written contract unless other written agreement was agreed upon.

2. Conclusion of the contract

- 2.1. The quotation issued by us is not binding and in itself does not constitute as contractual offer. The contract is concluded only after written order. By providing a quotation, Cavity Eye makes these terms and conditions accessible. The contract will only be concluded after the written confirmation of the order. (Order conformation).
- 2.2. The orders are processed between 8:00-17:00 on workdays and they are confirmed in writing within 24 hours.

- 2.3. At the time of the order the Customer undertakes to pay the mutually agreed value by the specified deadline.
- 2.4. Changes or cancellation of the order are only accepted in writing.

3. Terms of delivery

- 3.1. The agreed delivery time is 4 weeks, at some products it could be different in that case the Customer will be notified beforehand.
- 3.2. Any claim about quantity shortage of delivery is considered waived if Cavity Eye is not notified about it in writing in thirty (30) days from the date of invoice. The Customer is obligated to check during every delivery the delivered products and provided service to avoid any error. Within 30 days from discovering the error Cavity Eye must be notified in writing, by describing the errors in detail.
- 3.3. Cavity Eye is not responsible for any delays or negligence which occurred due reasons beyond its control, including but not limited to terrorist, natural or governmental acts, disruptions of energy supply, telecommunication or transport, negligence of contractors or suppliers ("Vis Maior event").
- 3.4. At third party delivery we have no obligation to deliver the wares only to send the wares, except if the products are delivered by our own transport/employee. In case of third-party delivery, we do not take out insurance for the products unless the Customer request it at their own cost.
- 3.5. We reserve the right to provide partial delivery and services and to invoice them immediately unless it would cause a disproportionate disadvantage to the Customer.

- 3.6. The delivery cost is borne by the Customer unless otherwise agreed with the Customer.

4. Prices and payment terms

- 4.1. The displayed prices are net prices, they do not include VAT or similar taxes.
- 4.2. The shown prices do not include delivery fees.
- 4.3. The Customer is obligated to pay the invoice via bank transfer in thirty (30) days from the issue date of the invoice unless otherwise agreed in a separate written agreement.
- 4.4. If the invoice is not settled until the specified deadline, then the Customer will be considered in arrears. If the Customer is in arrears, then we are entitled to claim default interest rate specified by law.
- 4.5. The payment is considered fulfilled when the entire value on the invoice is credited on our bank account.
- 4.6. Objections to the invoice do not entitle the Customer to withhold the payment of the invoice. Objection can be made only in writing within 10 days of receiving the invoice, after assessment Cavity Eye Hungary Kft. will issue a corrective invoice.

5. Copyright

- 5.1. We reserve the right without limitation to every proprietary right and especially copyright of any documentation including the drawings and user manuals which are provided at the same time as the fulfilment of the order unless otherwise stated.

- 5.2. The download, re-publishing or any other use of the content or part of the content on the www.cavityeye.com website is allowed only with prior written consent. In this case a link to the website is required.

6. Product warranty

For three (3) years from the date of delivery Cavity Eye warrants that its own hardware products are free of material and construction failure which would cause the hardware to fail the currently used specifications published by Cavity Eye. Warranty period for other products distributed by us is one (1) year. (Monitor, PC, switch).

- 6.1. If Cavity Eye is notified about product defect or non-compliance during the applied warranty period, then at their own discretion they can repair or replace the affected product. In case of replacement the product warranty will be 3 years again, while in case of a repair the remaining warranty time will be valid. If Cavity Eye chooses to repair the faulty product, then they need to use new or refurbished parts equivalent in performance and reliability to new and products which are at least in functionally equivalent to the original part or hardware.
- 6.2. The cost of returning the defective product is borne by the Customer, while the cost of the returning the replaced/repaired device to the Customer is borne by Cavity Eye.
- 6.3. If the defect of the product is caused by improper use, improper maintenance, repair, or unauthorized modification then the limited warranty is void. In this case we reserve the right to charge an inspection fee of 300€.
- 6.4. The inspection fee is also charged if it can be proven that the returned product properly functioning or if the three (3) years warranty is expired on the day of the error report.

- 6.5. In case of defective products with expired warranty period, we make an individual quotation for the repair or replacement of the product.
- 6.6. We do not take product liability warranty for the products manufactured by the machines with Cavity Eye system.
- 6.7. The Customer acknowledges and accepts that the products and services are not designed, manufactured, or tested to use in life- or safety critical system, dangerous environment, or other environment that requires fail-safe performance.

7. Warranty for services

- 7.1. In regards of our services, we guarantee to perform them properly and professionally.
- 7.2. The Customer authenticates the performance of the services by signing the certificate of performance/worksheet.
- 7.3. We can accept responsibility and guarantee for failures connected to the installation of our products only if we performed the services.
- 7.4. The warranty for our services can be validated in writing with describing the error in detail within the maximum of 30 days after performing the service.
- 7.5. We are not liable for damages caused by the unintentional or gross negligence of the Customer.

8. Installation

- 8.1. If the installation of our instruments is performed by Cavity Eye staff, then the Customer must provide the equipment and materials required by the characteristic of the site at their own expense and in time.
- 8.2. Before starting the installation, the Customer has to share all relevant information which may hinder or delay the installation process.
- 8.3. If the installation is delayed due to circumstances beyond our responsibility, then the Customer shall bear all reasonable cost due to waiting time and additional travel.
- 8.4. In every case our staff keeps a worksheet about the installation of our system which is authenticated with the signature of the Customer.

9. Pilot program

9.1. *Introduction of the pilot project*

Cavity Eye offers the opportunity to every new Customer to try the cavity pressure measurement system without obligation, but for a specific duration and fee. In case of a pilot project of cavity pressure measurement we provide full support in redesigning an injection mould, equipping it with sensors, and in mould trial and continuous testing.

9.2. *The conditions of the pilot project*

Pilot project can only be started if the Customer meets the following conditions:

1. The product or system used in the pilot project were not installed before at the Customer or purchased by the Customer.
2. The pilot project is officially ordered by the Customer.

9.3. *The costs of the pilot project*

9.3.2. The fee of the pilot project in Hungary is based on the yearly price list, which includes the rental fee for the instruments and the necessary services required for the start of the project for the fix 90 days long test period. In addition, the price includes the participation of one person in the Cavity Eye Injection Moulding Technology training. The conditions of participation can be found in our General Terms and Conditions for training.

9.3.3. The fee of the pilot project in Hungary is based on the yearly price list, which includes the rental fee for the instruments and the necessary services required for the start of the project (excluding the travel expenses of our engineers, which will be listed separately in our quotations) for the fix 90 days long test period. In addition, the price includes the participation of one person in the Cavity Eye Injection Moulding Technology training. The conditions of participation can be found in our General Terms and Conditions for training.

9.4. *The start and steps of the pilot project*

9.4.1. In every case, the test period of the pilot project starts on the day when the installation of the products is done and the products delivered to the Customer are properly functioning and ready to use, and last for 90 calendar days thereafter. In every case a report is prepared on the installation and handover of the products, and other necessary information, which we will send to the Customer after installation.

9.4.2. We undertake the starting the pilot project, preparations, installation and handover of the instruments within 30 days from order confirmation.

9.4.3. After 60 calendar days from the order the test period of the project will automatically start if the installation of the products was not finished due to reasons attributable to the Customer.

9.4.4. During the test period of the pilot project Cavity Eye will provide the opportunity for remote support if the Customer have any difficulties using the system. Remote support can happen through phone, email or remote desk connection.

9.4.5. During the first 30 days test period of the pilot project, in addition to the installation it is possible to use an extra half-day of personal support if the Customer needs any technical assistance. The right of the free additional personal support is reserved by Cavity Eye Hungary Kft.

9.4.6. Cavity Eye reserves the right to deviate from the terms and conditions set forth above in an individual, written agreement.

9.5. *The closing of the pilot project*

9.5.1. If the pilot project is successful according to the understanding between Cavity Eye and Customer, and the Customer decides to order the delivered and installed products, then they obligated to make a declaration of intent in writing to Cavity Eye until the last day of the test period.

9.5.2. If the above-mentioned declaration of intent about the order happens then we provide 30 calendar days from the last day of the test period to order the products. If the declaration of intent from the Customer does not arrive until the closing date or the declaration arrives but the official order does not arrive to us in 30 days from the closing date, then automatically monthly renting fee will be charged for each month started after the closing of the test period. The monthly renting fee is 1190 EUR/month. In this case 50% of the charged renting fee can be deducted from the purchase price in case of a later order.

- 9.5.3. If the Customer chooses to not purchase the delivered and installed products, then they are obligated to declare this to Cavity Eye before the end of the test period, but latest until the last day of test period. In this case the Customer has the responsibility to dismantle and return installed instruments and products. The cost of the return is borne by the Customer. We provide 30 calendar days from the closing date to return the products, if the system delivered and installed during the project does not arrive completely and flawlessly in the given time frame, then automatically monthly renting fee of 1190 € will be charged to the Customer for each month started.
- 9.5.4. If the products are returned in a damaged or inoperable condition, then the Customer is obliged to reimburse the value of the product or part on listing price.
- 9.5.5. If the Customer declares their intent to purchase or return in the first 90 days long test period, in that case the pilot project will be automatically extended and the monthly renting fee will be invoiced after closing of the test period for each month started, in the amount of 1190 EUR/month.
- 9.6. *The extension of the pilot project*
- 9.6.1. The test period of the started pilot project can be extended once by 30 days free of charge, the right of which is reserved by Cavity Eye Hungary Kft. and in each case is based on mutual agreement. The Customer must declare their intention for extension before the end of the testing period, but latest until its last day to Cavity Eye, who will decide about the possibility of the extension and inform the Customer about the conditions of the extension.
- 9.6.2. At the end of the extended test period the conditions detailed in point 9.5. shall apply for the closing of the pilot project.

10. Confidential information



- 10.1. In every case the Customer is obliged to keep the commercial and technical information of our products strictly confidential in relation to third parties, especially in relation to our competitors even if the information was not labelled as “confidential”. An exception to this if Cavity Eye gives a writing permission. This confidentiality agreement does not apply to the information that Cavity Eye has already disclosed to the public. The Customer responsible to ensure that their employees and agents comply with the above-mentioned confidentiality obligations.

11. Other regulations

- 11.1. If any part of this contract becomes invalid or found to be illegal or in breach of any law in force, it will not affect the validity, legality, and enforceability of the remaining parts.
- 11.2. Questions not regulated in Terms and Conditions, the law in force in Hungary shall apply.
- 11.3. The Customer acknowledges that they read the conditions and agree that those are binding on them. The representative of each party agrees to the conditions of this Contract, declares and warrants that they have the authority required to perform the declarations and representations contained in this Contract, that they are authorized to consent and enforce it and all necessary steps to perform was taken.
- 11.4. Cavity Eye reserve the right to modify and update this contract at any time, about which we will notify our contacts.

Valid from 01.01.2024 until revoked

