

General Terms and Conditions of Sale and Delivery of K+R Kereskedelmi Kft.

1. Contract

The Customer may place an order in writing, in person, orally, by telephone, or online via the websites www.wraptrade.com and www.nyomdashop.hu. The Supplier issues a delivery note and/or invoice for the performance of each individual order. The contract between the parties is concluded orally, in writing, or, in the case of an online order, on the basis of the delivery note and/or invoice issued on the basis of the order. Acceptance of the invoice by the Customer shall qualify as confirmation that a contract has been concluded between the parties. Issued invoices are automatically sent by our invoicing system in PDF format by e-mail on the date of performance to an e-mail address previously agreed with the Customer, the continuous monitoring of which is exclusively the Customer's responsibility. If the Customer's e-mail address changes, the Customer is obliged to notify the Supplier immediately. The invoice shall be deemed accepted if the Customer does not raise any objection within 48 hours of receipt or arrival. If the Customer has any objection regarding the quantity or quality of the ordered goods, the parties shall endeavour to agree within 15 (fifteen) days from receipt of the objection by the Supplier. If no agreement can be reached, after termination of the contract the goods shall be returned by the Customer, at its own cost and in the original packaging and undamaged, to the Supplier's premises. An exception to this shall be products manufactured individually by the Supplier (e.g. pre-cut templates made from paint protection film). The Supplier does not take such products back in any form. In view of the fact that we manufacture them on the basis of the Customer's individual requirements, following prior consultation and Customer approval, no complaint regarding the invoice is possible in relation to such items. The Supplier may reject any Customer order without stating reasons, and the Supplier shall not be obliged to conclude a contract.

2. Goods

The term goods includes the entirety of products marketed by the Supplier, in particular self-adhesive materials, plotter and printable films, solar and security films, safety, interior design and other decorative films, and tools. At the Customer's request, procurement of other products may also be arranged, provided that the Supplier has the official authorisation required for their distribution. The Supplier is obliged to inform the Customer in writing if it is not entitled to market the goods concerned.

3. Prices

The Supplier shall charge the prices set out in the price list previously published and valid on the date of delivery, or the prices agreed in the contract concluded between the parties. These prices are always net prices excluding VAT, and the Customer is obliged to pay the Hungarian VAT applicable under the law in force. Prices are always understood on an AB warehouse Budapest / K+R central premises parity basis.

4. Delivery terms

Due to AB warehouse parity, the place of performance is the Supplier's Budapest premises; accordingly the goods are delivered and the delivery costs and risks are borne by the Customer - especially where delivery to the Customer is performed by a third party (courier service). In such cases the Customer is obliged, upon arrival of the goods, to verify the integrity of the packaging. If damage is detected, the Customer is obliged to notify the courier, record the damage on the freight document in printed or electronic form, and/or refuse acceptance of the package. In the event of failure to do so, the Supplier shall not accept liability for damage to the goods, missing goods or any resulting loss. On the basis of the parties' agreement and according to their respective cost-bearing arrangements, the Supplier may arrange delivery free of charge or against payment. In this case, the place of performance is the Customer's premises specified by the Customer. Where the Supplier uses its own delivery vehicle, the costs and risks are borne by the Supplier until the moment the goods are handed over. If the Supplier arranges the delivery on behalf of the Customer and at its cost through a third party, then upon conclusion of the carriage the risk for the goods remains with the courier until the moment of handover, at which point it passes to the Customer. Delivery always takes place at the pre-agreed time; however, if the delivery is delayed for any reason, the Supplier shall bear no liability, and the Customer shall not be entitled to submit a claim for damages against the Supplier on this basis.

5. Payment terms

The terms indicated on the invoice shall apply to payment of the purchase price. Payment may be made exclusively in cash, by bank transfer, or by bank card via an online interface, provided that in the case of payment by bank transfer the due date shall be the calendar day shown on the invoice issued by the Supplier. In case of late payment, the Customer is obliged to pay default interest to the Supplier. The amount of default interest is three hundred and seventy-fifths of the central bank base rate published from time to time by the National Bank of Hungary, increased by 8%, and in the case of overdue invoices a collection cost flat fee of EUR 40 shall also be charged. If the Supplier initiates debt collection proceedings due to late payment, the Customer is obliged to pay the related costs. The Customer may not assert any counterclaim against the Supplier in connection with payment of consideration for goods accepted by it; no set-off may be made, and the Customer may not retain payment on the basis of a right of retention.

6. Quality complaints

The Supplier's liability is limited to direct damage. The Supplier shall only be liable for damage arising from any legal basis - subject also to proof excluding doubt - up to the value of the invoiced defective goods as determined in accordance with Section 314 (2) of the Hungarian Civil Code, taking into account the value proportion of the relevant goods. The Supplier accepts liability only for written technical advice requested in writing and provided by it in writing. Failure to request technical advice and any resulting difficulty or possible damage during processing shall be borne by the Customer.

6.1 Self-adhesive base materials

The Customer acknowledges that, where self-adhesive materials are further processed, removable adhesives (NP7, Removable, Ultra Removable, R5000N) may react differently on different surfaces and under different weather conditions in a manner that cannot always be foreseen. The manufacturer will only deal with complaints if the lab tests required for the specific base material have been carried out and the warranty conditions have been kept. If we do not have the preliminary test results, we will not accept subsequent quality complaints relating to the adhesive. A preliminary adhesion test is recommended in every case. For this purpose, the Supplier is pleased to provide 2-3 sample sheets to the Customer. Before starting processing, the Customer is obliged to take samples from every consignment invoiced by the Supplier and to inspect, or have inspected, their quality. Only representative samples taken and properly stored in the above manner may serve as the basis of a quality complaint. A quality complaint must be reported in writing to the Supplier no later than 8 (eight) calendar days after receipt of the goods. The report must include all information relevant to the complaint and representative samples, labels, inserts and cartons of the goods, as well as a copy of the invoice issued by the Supplier. The complained goods must be stored separately until the quality complaint has been investigated. Hidden defects must be reported immediately in writing after discovery of the defect. All such defects must be proven by the Customer beyond doubt. If the Customer processes in any form or resells the goods affected by the quality complaint without the Supplier's prior written consent, the Customer shall have no claim against the Supplier in relation to the defective performance. The Customer declares that, when investigating quality complaints relating to the complained goods, it accepts the results of the testing methods communicated by the Independent International Quality Control Institute. For self-adhesive materials, the test values and methods of the International Federation of Self-Adhesive Material Manufacturers and Converters (FINAT) shall apply. The Customer declares that it knows and accepts as binding the FINAT test methods and their results.

6.2 Solar-control, security, automotive wrapping, paint protection and interior films

Films must be inspected before installation. Installation may only be started if no visible problem is detected on the base material. If a problem is detected during installation, the process must be stopped and the base material removed. The Customer must in every case notify the Supplier of the problem and must also submit a complaint form in order to allow investigation and prompt processing of the complained products. The full roll is returned to the manufacturer for examination. It is the Customer's responsibility to ensure that the base material is delivered in suitable condition, undamaged and without injury. If the goods are returned in damaged condition, we are not in a position to carry out the complaint procedure. Detailed warranty information relating to the individual products is available from our customer service at info@kpluszr.hu. In the case of automotive wrapping films, shade differences may occur between certain production batches, and differences in metallic colours may also occur which, from a manufacturing technology perspective, cannot be eliminated. We do not accept liability for repairs arising from discontinuation of individual colours or temporary manufacturer stock shortages.

In the case of paint protection films, the warranty does not cover damage resulting from improper use, accidents, improper installation, everyday wear and tear, soiling, stone chips, or road debris.

In the case of interior films, determining optimum adhesion is always the installer's responsibility. Particular attention must be paid to walls painted with washable paint, as adhesion to these surfaces is critical and in many cases peeling may occur after 1-2 days. Interior films are intended exclusively for indoor use; warranty cannot be enforced for outdoor applications, except for materials expressly designed for exterior use, in respect of which our customer service can provide information. Care must also be taken when applying interior films to painted, plastered or wallpapered surfaces to ensure that the paint/wallpaper adheres properly to the wall surface.

6.3 Vector templates for paint protection films

Files containing vector templates created for paint protection films are unique templates tailored to each individual vehicle model. Before finalising an order, it is the Customer's responsibility to make sure that the template it wishes to order is suitable for its requirements and for the relevant vehicle type. After the order has been finalised, fitting problems arising from improper use shall not constitute grounds for any compensation or refund. These conditions remain unchanged and valid for vector templates cut by the Supplier from paint protection film on an individual basis.

7. Advice regarding use of self-adhesive materials

Due to the acclimatisation of the materials, particularly in winter, the Supplier strongly recommends that self-adhesive materials be placed in the production area at least 24 hours before printing begins, in order to ensure appropriate ink adhesion and processing.

Before processing self-adhesive materials, in order to avoid unnecessary labour costs, the Customer is obliged to carry out an adhesion test on the surface to be labelled, preferably under the conditions expected during final use.

8. Restrictions on the use of certain products

Pursuant to Regulation 2005/84/EC (22nd amendment of Directive 76/769/EEC), the use of self-adhesive materials belonging to the following product groups for children's toys and items intended for children's use is not permitted: Avery 400, Avery 4900, Mactac 9800, Ritrama PTF, Ritrama PTA, Ritrama PVC, Ritrama PP, Ritrama PET.

The installation of automotive window films is restricted by law. Pursuant to KöHÉM Decree 5/1990, GKM Decree 84/2005 and Annex 21 to UNECE Regulation No. 43, the minimum light transmission of windscreens and front side windows must be 70%. The driver's rear side windows and the upper strip of the windscreen up to the level of the horizontal sun-visor line may be darkened as desired, provided the vehicle is equipped with rear-view mirrors on both sides. A type-approval mark must be affixed in a permanent manner on every surface where a tint film may be used. Installation that does not comply with the legislation constitutes misuse of the product. Any resulting legal and financial consequences are borne by the Customer.

After application, the edges of exterior building films must be sealed on all sides with a neutral silicone edge sealant suitable for exterior use, or with the edge seal tape marketed by us.

In the case of interior building films, special care must be taken regarding the risk of glass breakage due to heat absorption of the filmed glazing. In case of glass breakage, all liability is borne by the Customer. We provide a warranty for glass breakage only after a feasibility assessment carried out by us, following proper written documentation.

Following installation of automotive wrapping film, in the event of a change in the vehicle's colour, the owner of the vehicle is obliged to carry out a technical inspection and register the change of colour. On the basis of the technical data sheet issued by the inspection station, the change of colour must then be entered in the vehicle registration certificate by the competent document office, which involves replacement of the registration certificate. If someone removes the automotive wrapping film, the warranty becomes void.

Installation of transparent and lightly tinted film on lamps is not permitted in Hungary; use of similar products for such purposes constitutes misuse of the product. No warranty can be enforced for installation of this kind and we accept no liability for any resulting damage.

Files containing vector templates created for paint protection films are sold by the Supplier exclusively for the Customer's own use. The Customer may not resell them or share them in any format with third parties. The Customer may sell the template cut from paint protection film that it has produced using the file.

9. Data protection

K+R Kft. attaches particular importance to the protection of its customers' personal data. Accordingly, its data processing complies with Regulation (EU) 2016/679 of the European Parliament and of the Council, the General Data Protection Regulation (GDPR), as well as Act CXII of 2011 on Informational Self-Determination and Freedom of Information. Our privacy notices are available on our websites or may be requested from our customer service at info@kpluszr.hu.

10. Miscellaneous provisions

If the Contract or any provision of these General Terms and Conditions is invalid or cannot be legally enforced, or if a competent court or authority determines that it cannot be enforced by legal means, this shall not affect the validity and enforceability of the remaining provisions of the Contract or of these General Terms and Conditions. In such a case, the parties are obliged to replace the invalid provision with a valid provision that most closely reflects their contractual intent.

The Parties declare that they will do everything possible to settle any disputes amicably; however, if their efforts are unsuccessful, they shall refer the matter to court.

In legal disputes between the Parties, the court having jurisdiction and competence according to the Supplier's registered office from time to time shall proceed.

Issues not regulated in the contract or in these General Terms and Conditions shall be governed by the relevant provisions of the Hungarian Civil Code.

The Supplier reserves the right to amend the provisions of these General Terms and Conditions.

The amendment enters into force on the date specified by the Supplier.

These General Terms and Conditions are effective and applicable from 1 November 2019.

K + R Kereskedelmi Kft.