

## **GENERAL TERMS OF USE (ONLINE CONTRACT)**

### **GENERAL INFORMATION**

All users who benefit from our services on the site will be referred to as CUSTOMER.

The specified [www.omkon.eu](http://www.omkon.eu) services are the services under the name of "OMKON INTERNATIONAL KFT." and in short, they cover the activities of proactively matching the BUYER DEMANDS with the list of Companies we do represent and offer their Products and Services.

Suppliers of [www.omkon.eu](http://www.omkon.eu) website should provide accurate introductory information about their companies' production capabilities and areas of expertise in order to ensure correct matching on the portal. The website does not grant any transaction to take place. For any genuine transaction, parties need contact in writing and get in direct contact for whatever service or products they wish to place an order. The only legally binding transactional offer we may be responsible for is our Proforma Invoice format Commercial Offers provided via e-mail and/or hardcopy. We do not request any payments from any parties unless there will be a confirmed written order which we do receive a payment to our official company bank accounts. Before preceding your payments, please make sure you do receive the correct information from authorized parties and double check prior to your transfers.

Please put us in CC Correspondence when you carry out a direct communication with the listed suppliers. We do not request any fees or commissions from the buyers. OMKON INTERNATIONAL KFT. cannot be held responsible for transactions those which are not directly provided by OMKON. OMKON INTERNATIONAL KFT. Supplier Portal is not a party to such third party business transactions and under no circumstances can be held responsible for any disputes that may arise from these works unless otherwise paid for the service under a contract basis supply agreement that lawfully sets specific intermediary or direct supply responsibilities.

OMKON INTERNATIONAL KFT. Supplier Portal 'does not make any guarantees or commitments on issues such as the ability and financial capabilities of the parties to fulfill the actions related to the said commercial agreements by publishing the company profile, demands and offers of its customers. The common due diligence and business reliability should be carried out by either party before any transaction.

[www.omkon.eu](http://www.omkon.eu) is completely free to publish or not to publish, including content that has been previously published for reasons; The content and advertisements sent and requested to be published on the Site by its Customers are not in compliance with the General Terms of Use, Public or Commercial Ethics, Complaints by Users, Violation of the purpose of use of the Site, etc.

### **Services - General Terms on Ads**

#### **Intro**

- Listed Suppliers and Manufacturers should ensure that any information and content they provide on the Supplier portal are not misleading, that they are true, accurate and provided with the information, consent and approval of their relevant legal representatives, and that Customers who provide information for any dispute that may arise due to the publication of

this information, Confirm in advance that they know that [www.omkon.eu](http://www.omkon.eu) cannot be held responsible for these actions and transactions.

## **Client Obligations**

### **Customers must always comply with the following points;**

- To be in reasonable cooperation with the [www.omkon.eu](http://www.omkon.eu) site administration in order to provide the [www.omkon.eu](http://www.omkon.eu) services correctly.
- To accept in advance that they provide all necessary permissions and approvals regarding any company profile, information, visual and technical content they provide to the system for the correct delivery of the services.
- Customers should ensure that any information and content they provide on the Supplier portal are not misleading, that they are true, accurate and provided with the information, consent and approval of their relevant legal representatives, and that Customers who provide information for any dispute that may arise due to the publication of this information, Confirm in advance that they know that [www.omkon.eu](http://www.omkon.eu) cannot be held responsible for these actions or transactions.

## **Authorization and License**

Suppliers of the services of [www.omkon.eu](http://www.omkon.eu) site, confirms authorizing OMKON INTERNATIONAL KFT. to list their contacts, company profile, list of products, product pictures, descriptions and any related document and brochures they do provide resulting from authorizing OMKON INTERNATIONAL KFT. to represent them in European Market for a better market presence. Visitors of the website need not any authorization for viewing the content and making use of our services. Unauthorized use of our proprietary material is forbidden.

### **Customers undertake to;**

- That they have the authority to publish all kinds of content they publish and/or share with [www.omkon.eu](http://www.omkon.eu) and that [www.omkon.eu](http://www.omkon.eu) is authorized to share these contents with the relevant Suppliers listed at the Supplier Portal to fulfill customer requests.
- Customers declare and undertake that the content they post on [www.omkon.eu](http://www.omkon.eu) is correct and their original content.
- Customers declare and undertake that [www.omkon.eu](http://www.omkon.eu) will not encounter any copyright infringement and similar matters that may be subject to disputes that may be brought forward by third parties by publishing the content published by its Customers, distributing content again and communicating it to the relevant parties and that they will not be held responsible for such disputes.
- Content used by customers does not contain deceptive advertisements, postings that contain violations of competition, copyright violations, violation of privacy rules and trade ethics, political opinions, pornography, racism and discrimination. Information provided by customers cannot be against the laws and regulations in effect.
- Customers declare and undertake that any information, visuals and documents provided by them to benefit from the services of [www.omkon.eu](http://www.omkon.eu) do not violate the rights of third parties.

## **Industrial Property and Copyright**

Using these online services, Customers do not transfer any Industrial Property or Copyright Ownership with the General Terms of Use Agreement. All kinds of information, documents, technical drawings and similar content published by the customers are completely their own and will remain so.

Neither party gains any gain over the rights of another in relation to any trademark, patent, proprietary innovation, industrial property right, design or content related copyrights due to this user agreement. Suppliers and Customers consent to publishing and sharing only the information and content that they own on the [www.omkon.eu](http://www.omkon.eu) supplier portal and network.

[www.omkon.eu](http://www.omkon.eu) is not the owner of the content provided by the SUPPLIERS and/or Customers and cannot be held responsible for third party disputes that may arise regarding the contents provided by them.

## **Limitation of Liability**

All responsibility of [www.omkon.eu](http://www.omkon.eu) is limited to the services it undertakes to provide to its Customers, and all kinds of business and transactions between the Customers and the rights violations and claims that may be claimed by third parties are excluded from the scope.

Under no circumstances, [www.omkon.eu](http://www.omkon.eu) cannot be held liable for loss of profit and prestige, loss of income, indirect damages related to the use of services, loss of business or property, loss of use, loss of information and similar matters in connection with the use of the Supplier Portal by customers. For the avoidance of doubt, the aforementioned types of loss and / or damage nor any similar losses and / or damages will constitute direct loss for the purposes of this Agreement.

OMKON INTERNATIONAL KFT. may only be held responsible if there will be a separate supply agreement contract that is signed between OMKON INTERNATIONAL KFT. and its Customers who perform their payments directly to OMKON INTERNATIONAL KFT.

Under no circumstances will [www.omkon.eu](http://www.omkon.eu) be held liable for fraudulent misrepresentation of death or personal injury (including but not limited to illness and death). Customers should be warned of the Law, Rules, Standards, Product and Work Safety Standards to which they are subject to products and services requested from other Customers.

Subject to [www.omkon.eu](http://www.omkon.eu) above, all warranties, express or implied (other than those specifically stated in these terms and conditions) are excluded to the fullest extent permitted by law.

The aggregate liability of [www.omkon.eu](http://www.omkon.eu) for claims arising from or in connection with this Agreement or any contract of guarantee or tort (including negligence) or otherwise occurring in any calendar year, Under no circumstances may it exceed 125% of the total fee paid by the Customer to [www.omkon.eu](http://www.omkon.eu) for services within 12 months.

## **Indemnity**

With regard to the content that the Supplier's and Customer's published content at [www.omkon.eu](http://www.omkon.eu) against all liabilities arising directly, indirectly or as a result of the breach of this contract and any loss

of profit, loss of business, depletion of reputation and similar losses, damages, liabilities, fines will fully compensate you. The penalties, injuries, expenses and legal and other professional fees and expenses paid or incurred or paid by [www.omkon.eu](http://www.omkon.eu) because of or in connection with the provision of Services to the Customer are covered by the compensation.

### **Term and Termination**

This contract and services will become effective upon the acceptance of the Supplier's Approval of listing their company profile, products and services and relevant media at [www.omkon.eu](http://www.omkon.eu) site to the site administration and will continue throughout the active listings. Should there be a need to make alterations with the provided set of information, Supplier's must inform the site administration (OMKON INTERNATIONAL KFT.) in writing immediately after changes are due.

### **Termination**

There is no automatic renewal feature in [www.omkon.eu](http://www.omkon.eu) Supplier Portal. Suppliers who do not want services to be interrupted may choose to renew their agreements before the expiry of their authorizations. In order to avoid any dispute, [www.omkon.eu](http://www.omkon.eu) does not ask for Bank Credit Card information and any commercial or technical secret from its Suppliers and Customers in any way.

The fees OMKON INTERNATIONAL KFT. collect from the Manufacturing parties we do represent is for the General Representation and Marketing Services and not specifically related to their listings at [www.omkon.eu](http://www.omkon.eu). In case of failure to provide service to the Customers due to illness, death, Company's Termination, and the cessation of Web Site Broadcasting the fee corresponding to the representation period they paid in advance will not be refunded. OMKON INTERNATIONAL KFT. reserves the right to display Supplier's Company Profile and/or their Products at its websites or not.

### **Payment**

[www.omkon.eu](http://www.omkon.eu) does not process online payments via the website.

For any and all sorts of transactions, OMKON INTERNATIONAL KFT.'s Proforma Invoice format written offers shall prevail and any payment has to be made to Company Bank Account's via Banking System only.

### **General provisions**

Customer may not transfer, sublicense or otherwise transfer any rights or obligations under these Terms and Conditions. [www.omkon.eu](http://www.omkon.eu) reserves the right to assign, sublicense or transfer any liability under these Terms and Conditions to a third party.

These Terms and Conditions cannot be changed unless written in writing by [www.omkon.eu](http://www.omkon.eu)

The obligations of each party under these Terms and Conditions will be suspended for the period that the party is prevented or unable to comply with for any reason beyond its reasonable control.

If any provision of these Terms and Conditions accepted under the freedom of contract is determined to be invalid or unenforceable by any authority having competent jurisdiction, such invalidity or inapplicability will not affect the validity of the remaining provisions of these Terms and Conditions, which will remain in full force and effect.

The failure of either party to insist on strict observance of any provision of these Terms and Conditions or the failure of either party to exercise any right or remedy it has under these Terms and Conditions will not constitute a waiver of that right or remedy and will not cause any decrease in the determined liabilities.

Any notice required by these Terms and Conditions will be sent to the email address of the interested party specified in the Order or Notice of Acceptance, or another email address that one party will notify the other from time to time. Any notification made in accordance with the above procedure will be deemed to be made on the next Business Day.

A person or Legal Entity that is not a party to this Agreement has no right to enforce any of the terms of this agreement under the Laws Protecting the Rights of Third Parties. However, this does not affect any rights or remedies of any third party, if any, arising from the law. .

These terms and conditions are exclusively governed by the laws of the Republic of Hungary and the parties work is subject to the exclusive jurisdiction of Hungarian Courts with this document.

**OMKON INTERNATIONAL KFT.**

HUNGARY | 1114 Budapest, Kemenes utca 12-14. fszt. 2.

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