

General Terms and Conditions (GTC)

A. These General Terms and Conditions (hereinafter: GTC) form an integral part of all contracts concluded between Outline Central Europe Kft. (registered seat: 1137 Budapest, Katona József utca 28. V/27., tax number: 14685796-2-41, company registration number: 01-09-915153, represented by: Gergely Sarbó, Managing Director; hereinafter: Service Provider) and the other contracting party utilizing the services provided by it (hereinafter: Customer), collectively referred to as the Parties. The currently effective version of the GTC is available on the www.outline-ce.hu website (hereinafter: Website).

B. The Service Provider primarily provides services to businesses; consumers are served only based on separate agreements.

C. These GTC apply exclusively to all current and future legal relationships of the Service Provider. Any business, sales, delivery, or other conditions of the Customer that conflict with these GTC shall not be valid for the Service Provider. The Service Provider hereby excludes the application of any such conflicting Customer conditions.

D. By sending an order, accepting the Service Provider's offer, or upon the conclusion of the contract—at the latest upon its performance—the Customer accepts the general validity and effect of the Service Provider's GTC, even if they otherwise refer to their own conditions. The acceptance of the Customer's products and services by the Service Provider, or the payment thereof, shall not be interpreted as an acceptance of the Customer's conditions. The above also applies if the request for quotation or the acceptance of the offer contains stipulations that differ from, supplement, or modify the Service Provider's conditions. The Service Provider hereby expressly excludes the application of such conditions.

E. By accepting the above, the Customer acknowledges that the Service Provider has enabled them to become familiar with the provisions of the GTC, that they have studied them in detail and understood all conditions contained therein, and further acknowledges and accepts that the provisions of the GTC shall be applied to their legal relationship in both out-of-court and eventual litigation proceedings by the acting authorities, courts, and other bodies.

F. For the purposes of these GTC, "Contract" shall include framework agreements, ad hoc contracts, orders, and legal relationships established in any other manner. Framework agreements refer to agreements under which the Customer is entitled to place orders. Orders and ad hoc contracts refer to agreements clearly defining the service to be performed by the Service Provider and creating an obligation for the Service Provider to perform, which may be established directly between the parties (ad hoc contract) or within the framework of a framework agreement (order).

G. The provisions of these GTC shall apply to legal transactions concluded between the parties from April 1, 2023. The Service Provider excludes any interpretation of any terms of the contracts concluded between the parties that conflicts with these GTC. Any additional

contractual terms potentially raised by the Customer may only be applied in accordance with these GTC.

H. The Service Provider is entitled to unilaterally modify the GTC. Circumstances justifying a modification may include, in particular: the Service Provider's business interests, changes related to the Service Provider company or its employees, changes in legislation, or changes in delivery costs. The Service Provider shall publish modifications on the Website 8 days prior to their entry into force.

I. Matters not regulated in the GTC, as well as the interpretation of the GTC, shall be governed by Hungarian law, with particular regard to the relevant provisions of Act V of 2013 on the Civil Code (hereinafter: Civil Code).

J. During the performance of this contract, the parties are obliged to act in cooperation, in accordance with the requirements of good faith and fair dealing. The Service Provider undertakes to act in a manner that meets the professional and other regulatory requirements expected for the services recorded in the contract, and the Customer undertakes to facilitate performance in the same manner.

I. Scope of Purchasable Products and Services

1. Within the framework of its economic activity, the Service Provider offers the rental and sale of LED displays, as well as related visual and other event technology services, and the on-site installation (setup, dismantling, operation, repair) of LED displays (hereinafter collectively: Service) to its clients.
2. The GTC establishes different rules regarding the scope of sales, rental, service, and installation activities.

II. Conclusion of Contract, Binding Offer, Price

1. The contract between the parties is concluded by:
 - a) the delivery of the Customer's declaration of acceptance of the Service Provider's offer to the Service Provider via email, other electronically recorded and retrievable form, or in writing;
 - b) the formal corporate signature of the contract by the parties;
 - c) or, at the latest, upon the Customer's receipt of the service or product.
2. Issued offers are subject to change without prior notice. Any oral agreement, promise, or commitment regarding contracts or orders shall only bind the Service Provider if it is expressly confirmed via email or in writing.
3. The Service Provider is bound by the terms contained in the offers until the deadline specified therein.
4. In the absence of a different agreement, the Service Provider's current list prices shall apply.
5. The Service Provider is entitled to unilaterally increase the price of the ordered service or product even after the conclusion of the contract in the event of

unforeseen circumstances (extraordinary changes in the labor and/or commodity markets and/or the general economic situation) arising after the conclusion of the contract, which are beyond the Service Provider's control and upon which the Service Provider had no influence. The extent of the price increase shall not exceed the minimum level required by the facts justifying the increase. In such cases, the Service Provider shall promptly notify the Customer.

6. In its written quotation, the Service Provider shall indicate the name and description of the service and product, the price, and any available discounts.
7. Prices displayed for products are in Hungarian Forints (HUF) and do not include the statutory Value Added Tax (VAT), nor do they include the cost of home delivery or the on-site installation, operation, and dismantling costs of technical equipment. No separate packaging costs are charged.
8. If, despite all due care by the Service Provider, an incorrect price is displayed on the website—particularly a clearly erroneous price significantly differing from the well-known, generally accepted, or estimated price, or a price appearing due to a system error—the Service Provider is not obliged to deliver the service or product at the incorrect price. The Service Provider may offer delivery at the correct price, in knowledge of which the Customer may withdraw from their purchase intent.

III. Offer, Request for Quotation, Order

1. Upon the Customer's request for quotation, the Service Provider shall provide an offer in writing—via registered mail, on the Rentman ERP unique quotation website, or via email—within 2 business days, provided the Customer provides all data, documents, and other information necessary for the booking or order.
2. The Service Provider only accepts requests for quotation, assignments/orders/bookings as valid if sent via registered mail or as a PDF attachment in an email and signed formally. Both Service Provider and Customer accept qualified electronic signatures.
3. Any modification to orders may only be made in writing.
4. A request for information regarding the provided services and the Service Provider's response thereto do not constitute an offer; thus, no binding offer is created on the part of the Service Provider.
5. The Service Provider may refuse performance if:
 - The Customer has an outstanding and unpaid debt exceeding a net amount of HUF 500,000 + VAT towards the Service Provider;
 - The performance of the service is incompatible with the values communicated by the Service Provider or may have a negative impact on its reputation;
 - Due to the Customer's prior culpable conduct/omission, the Service Provider deems that establishing a business relationship with the Customer is not possible;
 - The Customer does not comply with the safety regulations and laws necessary for the provision of the service;
 - Suspension is required for the service, but the load-bearing structure does not have a valid static calculation and periodic inspection certificate.
6. The offer does not create a booking. A booking occurs only upon the signature of the service contract by both parties.

7. The parties record that in the event of an order differing from the offer, the deviation shall only become part of the contract if the Service Provider expressly accepts the deviation in writing. If the confirmation does not explicitly include the acceptance of the deviation, then the deviation does not become part of the contract, even in the case of a written confirmation.
8. New customers must provide all identification data (company name, seat, tax number, company registration number, name of representative). If there was a previous relationship, only changed data must be provided.
9. If acting on behalf of another person, that person must also be identified. The Customer must provide the power of attorney or verifying data simultaneously with the order.
10. False data results in a void contract. The Service Provider excludes liability for delays or errors resulting from inaccurate data provided by the Customer.
11. A 10% urgency surcharge may be applied for additional orders placed within 3 business days prior to the service, based on the value of the additional order.
12. A convenience fee of net HUF 10,000 + VAT may be charged for postal delivery of original contracts and invoices.

IV. Modification, Termination, and Cancellation of Contract

1. Modification is only possible by mutual written agreement.
2. If the Customer initiates a modification after preparations (production, raw materials, or administration) have begun, they must reimburse the Service Provider for these redundant costs.
3. Termination by mutual agreement must be in writing (original document signed by both parties). Termination via fax or email is excluded.
4. Cancellation Policy: The Customer may cancel established contracts under the following conditions (calculated from the starting day of performance):
 - At least 30 days prior: A fee of 5% of the agreed contract amount is payable;
 - Between 29 and 8 days: A fee of 15% of the agreed contract amount is payable;
 - Between 7 and 3 days: A fee of 30% of the agreed contract amount is payable;
 - Within 3 days: 100% of the agreed contract amount is payable as liquidated damages (*bánatpénz*) and flat-rate reimbursement of justified costs incurred until cancellation.
5. Paid advances are credited toward the cancellation fee/liquidated damages.
6. The rental start date may be modified once up to 30 days before the original date. The start may be postponed by a maximum of 3 months, subject to the Service Provider's capacity.
7. Long-term fixed-term rentals may only be canceled before the term expires if the fees for the remaining term are paid to the Service Provider.

V. Performance of the Order

1. The Service Provider is entitled to use subcontractors or mediated services. The Service Provider is liable for the subcontractor as if it had performed the work itself.
2. The Customer shall declare acceptance of performance upon the close of the event or receipt of goods. A qualified representative of the Customer must issue a certificate of performance (*teljesítési igazolás*).
3. Objection window: The Customer may submit written objections regarding deficiencies within the above timeframe. If the Customer remains silent for 48 hours following the close of the event or delivery, performance is deemed accepted and contractually compliant. Objections cannot be raised after this preclusive deadline. Risk of loss passes to the Customer upon acceptance.
4. Force Majeure (war, strike, pandemic, natural disasters, etc.) suspends deadlines.
5. Parties must notify each other immediately of any facts threatening performance. Notifications are effective only when sent to the designated contact persons.

VI. Financial Conditions

1. Pro-forma invoices are issued following the order if the payment method is prepayment. Final invoices are issued after (partial) performance based on the signed certificate of performance.
2. Date of Performance:
 - Rental start date (for rentals);
 - Receipt date (for sales);
 - Last day of service (for services).
3. Payment is fulfilled upon credit to the Service Provider's bank account. Late payments incur default interest per the Civil Code, a flat-rate recovery cost, and other legal/procedural costs.
4. Upon receipt of the invoice, it is the Customer's duty to verify the authenticity of the sender and the correctness of the invoice content. If the invoice is incorrect or does not comply with the agreed terms, the Customer must return it with a written objection within 3 business days of receipt. Invoices not contested or returned within this period shall be deemed accepted and legally binding.
5. For EU cross-border deliveries, the Customer must provide a valid VAT number. In its absence, the Customer must pay the current Hungarian VAT. Proof of arrival in the destination country must be provided; otherwise, the Customer is liable for the Hungarian VAT amount.
6. Changes to bank details are notified exclusively from: penzugy@outline-ce.hu.
7. If the Customer receives notification of bank detail changes, they must verify it via another communication channel.

VII. Liability

1. The Service Provider warrants that performance meets the specifications in the confirmation/contract at the time of delivery.
2. Warranties (*jótállás*) are only provided under separate agreement.
3. The Customer is liable for damages resulting from failure to follow the Service Provider's instructions regarding operation or use.

4. From delivery until dismantling, the risk of loss lies entirely with the Customer. The Customer holds full financial responsibility for damages to LED displays and other installed event technology resulting from non-intended use.
5. Limitation of Liability: The Service Provider is not liable for consequential damages. Liability for proven gross negligence or intentional misconduct is limited to 100% of the invoiced value of the faulty service/product.

VIII. Logistics and Site Conditions

1. Accessibility: The Customer must ensure direct access for vehicles of at least 3.5 tons, as well as parking and necessary entry permits.
2. Loading Route: If equipment must be moved via stairs, elevators, or a manual path exceeding 20 meters, the Service Provider may charge an additional loading fee. The Service Provider is not liable for delays caused by elevator failure; the cost of manual portage falls on the Customer.
3. Storage: The Customer must provide a secure, dry storage area for empty flight cases.

IX. Technical Infrastructure and Power Supply

1. Standards: The Customer must provide grounded, stable, phase-correct 50Hz power supply meeting MSZ EN 60204-1 and MSZ HD 60364 standards at requested connection points.
2. Fluctuations: Voltage may deviate by a maximum of +/- 5% from the nominal value. Any damage caused by overvoltage, phase loss, or a neutral conductor break (*nullszakadás*) falls under the Customer's exclusive and objective liability.
3. Measurement and Refusal: The Service Provider may continuously measure voltage. In case of non-compliant values, the Service Provider may—for life and property safety—disconnect equipment and suspend service while retaining the full contract fee.

X. Weather Protocol and Life Safety

1. Wind Speed Limits:
 - Above 40 km/h: Service Provider may lower or secure elevated structures (LED walls, trusses). This does not constitute faulty performance.
 - Above 60 km/h: Service Provider must reset suspended structures to ground level and cut power. This is a Force Majeure event; the Service Provider is exempt from performance but entitled to the full fee.
2. Precipitation: At outdoor events, the Service Provider may cover/shut down equipment if rain threatens safety or IP ratings. "Rainproof" (IP65+) technology is a premium requirement; standard equipment requires a dry/indoor environment.

XI. Production and Performer Risks

1. Content Delivery: Materials (videos, PPTs) must be submitted at least 24 hours before the start for testing. The Service Provider is not liable for compatibility errors of materials brought on-site. No responsibility is taken for PDF-based presentations, internet-sourced content, or embedded videos.
2. Soundcheck: Liability is excluded for sound/image quality issues resulting from a missed or shortened soundcheck due to performer delay.
3. Dress Rehearsal: Liability is excluded for issues resulting from a lack of a full-length, final-timed dress rehearsal.
4. Personal Devices: The Customer is liable for faults or short circuits caused by performers' own devices (laptops, instruments).
5. Vandalism: The Customer is liable for immediate compensation for damages caused by throwing microphones, kicking monitors, or placing drinks on technical equipment.

XII. Guest Damage and Security

1. Cordoning: The Customer must provide a cordon ensuring at least a 1-meter safety distance around control desks (FOH) and stage monitors, along with continuous security guarding.
2. Objective Liability: In the absence of guarding, all damages caused by the audience (accidental or intentional, e.g., spilled drinks, knocked-over stands) are the Customer's objective responsibility.
3. Reporting: Parties must take an immediate photo-documented report of any damage event. If the Customer refuses to sign, the Service Provider may verify the damage with two witnesses or video footage.

XIII. Marketing and Reference Rights

1. Recording: The Service Provider may take photos and videos of the technical installation and use them for marketing purposes without time limits.
2. GDPR Compliance: The subject of recordings is the technical service. Performers and the audience may only appear as "incidental" elements (crowd shots).

XIV. Final Provisions

1. Governing Law: Hungarian law and the Civil Code apply.
2. Jurisdiction: Parties stipulate the exclusive jurisdiction of the Central District Court of Pest (*Pesti Központi Kerületi Bíróság*).

XV. Miscellaneous Provisions

1. Performance is prohibited if it violates trade laws, embargos, or sanctions. By accepting the GTC, the Customer declares they:
 - Are not engaged in activities violating EU, UN, UK, or US restrictive measures;
 - Are not on any international sanctions list;

- Have no business relationship with sanctioned entities;
 - Are not purchasing products for military use.
- 2. Severability: The invalidity of one provision does not affect the rest of the GTC.
- 3. Dispute resolution: Parties shall attempt negotiations and alternative dispute resolution first.
- 4. Non-waiver: Failure to exercise a right does not constitute a waiver.