

Maintenance and Repair Contract (Draft)

which was entered into by and between

Name:

Place:

Street:

Company Registry Number:

Tax ID Number:

Hereinafter **Client**

and

Kovács Árpád és Társai Kft

H-2051 Biatorbágy

Alkotmány u. 16.

Company Registry Number: 13-09-131.324

Tax ID Number HU 14895359

Hereinafter **Supplier**

where Client and Supplier together are referred to as **Parties**.

Present contract arose for the purpose of the maintenance and repair of the following piece(s) of machinery:

Brand name:

Model:

Serial number:

1) Contract period

Parties conclude present contract for an undetermined period of time. Present contract pertains to the maintenance and repair of the above designated piece(s) of machinery. Parties may terminate present contract in writing within one month.

2) Supplier's obligations

2.1. Supplier performs maintenance and repair services for Client. Supplier's agent will visit the premises, where the piece(s) of machinery are located, at the time agreed upon in advance, after notification by Client's representative, and will perform the currently due periodic maintenance according to the manufacturer's instructions (oil and filter replacements, inspection of piece(s) of machinery, due adjustments) and the repair of defects not covered by warranty (replacement of eroded components, replacement of wind shields, repair of defects resulting from possible damage, etc.), and other necessary repairs. Supplier is obligated to organise its operation, so its progress will conform to the fulfilment of undertaken scheduled deadlines.

2.2. Supplier will provide the appropriate spare parts and lubricants for the performance of its tasks. In the process of its operations Supplier is obligated to consider and comply with professional regulations, ensure competent conduct. In the time period of its operations, Supplier is obligated to continuously ensure compliance with the regulations of the work area and the cleanliness of the work area, furthermore is obligated to remove its own materials, waste from

the work area, after the completion of performed tasks

2.3. The completed tasks will be recorded on work sheets, which Client will verify with the signature of its machine operator. The verified work sheet will constitute the basis of the invoice. In the process of its operations, Supplier is obligated to comply with local work-safety, property protection, security and technology regulations.

2.4. In the case of defect, which causes machinery stoppage, Supplier guarantees, that it will attend to the task within 24 hours of notification, and will commence the repair of the defect.

3) *Client's obligations*

Prior to due maintenance it will inform Supplier 5 days in advance, if that is possible, of the position of machinery's hour meter position, its condition, and will indicate the irregularities determined by it.

At the prearranged time Client will make the machinery available to Supplier's agent in a clean condition, will provide a work area appropriate for the performance of maintenance, or repair.

4) *Present contract does not pertain to:*

The performance of characteristically daily and weekly activities, beside periodic maintenance (lubrication, checking fluid levels, etc.)

5) *Net service prices:*

Maintenance:

<i>Hourly work fee:</i>	<i>39,- Euro</i>
<i>Hourly travel fee:</i>	<i>19,- Euro</i>
<i>Kilometer fee:</i>	<i>0,75 Euro / km</i>
<i>Lodging cost:</i>	<i>according to need</i>

Repair:

<i>Hourly work fee:</i>	<i>39,- Euro</i>
<i>Hourly travel fee:</i>	<i>19,- Euro</i>
<i>Kilometer fee:</i>	<i>0,75 Euro / km</i>
<i>Lodging cost:</i>	<i>according to need</i>

The travel to site fee includes all expenses to traveling to site.

6) *Invoicing, payment conditions*

The issuance of the invoice will be based on a Work-voucher verified by Client's representative. Payment deadline: within 10 days of the arrival of the invoice, by means of a bank transfer.

7) *Parties representatives*

Client's representative:

Representative of Kovács Árpád és Társai Kft:
Kovács Árpád general manager +36 30 931 9905

8) Termination of contract

Present contract may be terminated by Client in the way specified in item 1.

Either Party may initiate the immediatem unscheduled termination of present contract, in the case of nonfulfilment.

Parties may exercise their right to termination in a written declaration, via registered mail.

In the case of other issues, not specified in present contract, the Civil Code shall prevail.

Place:

Date:

Client

Supplier