



TERVEZET / DRAFT – jogi ellenőrzés alatt. This document is a draft; it is not final and must not be relied on as a contractual basis before legal review.

Convenience translation. The Hungarian version ("Általános Szerződési Feltételek") prevails in case of any discrepancy.

General Terms and Conditions

for the engineering thermal-imaging survey services of HŐKép3D – for businesses only

Provider	[Company name] ([legal form]), trading as HŐKép3D
Registered seat	[seat]
Company / registry number	[company registry number / registration number]
Tax number	[tax number]
E-mail	info@hokep3d.hu
Phone	[+36 ...]
Website	https://hokep3d.hu
Effective from	[date of entry into force]
Version	v1.0 (draft)

Engineering thermal-imaging survey – not an accredited or certified inspection. It does not replace an energy performance certificate, a statutory energy audit, mandatory electrical-safety or fire-safety inspections; those are carried out by professionals authorised under Hungarian law.

1. The Provider, scope, businesses only

1.1. These General Terms and Conditions (the **Terms**) apply to the survey, data-processing and analysis services provided under the name "HŐKép3D" by the Provider named above (the **Provider**), under Act V of 2013 on the Civil Code (the **Civil Code**).

1.2. The Terms apply to every contract between the Provider and the person ordering the service (the **Client**), subject to deviations expressly accepted by the Parties in writing.

1.3. The **Client** is a business entity or sole trader that orders the service within its economic or professional activity, for business purposes. The Provider's services are for **businesses only**; the Terms do not apply to contracts with consumers (Civil Code 8:1 § (1) point 3).

1.4. The Client declares on the order form that it orders on behalf of its business or organisation, for business purposes. The Provider may refuse an order if the Facility is exclusively a residential property or the order is not for business purposes. A sole trader who wishes to have a private home or other property outside its business surveyed is not a Client within the meaning of this service.

1.5. If a Client is later found to be a consumer, or is entitled to consumer-type warranty rules under Civil Code 6:157 § (3), its rights under mandatory consumer-protection law (including the Civil Code warranty rules and Government Decree 45/2014 (II. 26.) on distance and off-premises contracts) remain unaffected. Terms inconsistent with those rules do not apply to that extent; this does not affect the validity of the other provisions.

2. Definitions

2.1. Capitalised terms:

- ◆ **Parties:** the Provider and the Client together.
- ◆ **Facility:** the building, hall, warehouse, plant, office building, roof, cold store, pipe run or part thereof designated by the Client, including outdoor areas covered by the survey.
- ◆ **Survey:** the on-site thermal-imaging, supplementary visual (RGB) and – if ordered – drone survey of the Facility (or of the subject of an ordered Option), with reference measurements.
- ◆ **Package:** the service package stated in the Quote: the *Quick Diagnostic* (2D thermal survey and loss list in HUF), the *3D Package* (3D heat map and engineering analysis), the *Roof / PV Drone Survey*, and the *Annual Programme*.
- ◆ **Option:** an additional item ordered separately in the Quote (e.g. drone roof survey add-on, electrical cabinet screening, cold store / cellar module, pipe run, verification re-scan, express delivery).
- ◆ **Report:** the engineering report presenting the Survey results, method, Survey Conditions and Findings (PDF). The Report is not an expert opinion.
- ◆ **3D Heat Map:** the interactive, browser-based display of thermal images registered on a 3D model of the Facility (in the 3D Package and in the Annual Programme if it is 3D-based).
- ◆ **Finding:** a thermal anomaly or loss source identified on the thermal images and approved by the Provider's approving engineer, stated in the Report with location, image pair, likely cause, estimated loss, fix suggestion, indicative cost band, A/B/C priority and estimated payback.
- ◆ **Action List:** the prioritised list of suggestions compiled from the Findings (XLSX and PDF).
- ◆ **Documentation:** all documents to be delivered under the Package (Report, 3D Heat Map, Action List, Raw Data, handover record).
- ◆ **Raw Data:** the radiometric thermal images, RGB and drone images, reference measurements and weather data recorded on site, and their hash manifest.
- ◆ **Survey Conditions:** the weather and operating conditions in Section 8.
- ◆ **Condition-Limited Result:** the result of a Survey carried out without full Survey Conditions, suitable only for qualitative conclusions.
- ◆ **Estimate:** every loss, cost, saving and payback value in the Documentation; model-based, shown as a range with assumptions and the date of the energy price.
- ◆ **Quote:** the Provider's written offer on scope, fee and time window of the Survey.
- ◆ **Order Form:** the Provider's "Request for quote and order form".
- ◆ **Site Consent:** the Provider's "Site consent and health-and-safety / data-protection declaration".
- ◆ **Contract:** the contract for work formed under Section 3, of which the accepted Quote, the Order Form, the Site Consent and these Terms form an inseparable part.
- ◆ **Working Day:** a day that is an official working day in Hungary.
- ◆ **Written Form:** the form defined in Section 27.
- ◆ **Pilot Programme** (called the "Pioneer programme" on the order form and the website): the Provider's discounted programme for the 2026/27 heating season, limited to 10 facilities (Section 19).

3. Formation of the Contract

3.1. The Provider issues a written Quote on the basis of the Client's request (Order Form, e-mail or website contact form). A request is not a binding order. Unless stated otherwise, a Quote binds the Provider for 30 days from its date.

3.2. The Contract is formed: (a) by the Client's written acceptance of the Quote, including an acceptance e-mail sent from the contact e-mail address named in the Quote (Civil Code 6:7 § (3)); or (b) when the signed Order Form reaches the Provider and the Provider confirms it in writing.

3.3. **Communication and acceptance of the Terms.** The Provider makes the Terms available with the Quote in downloadable and storable form (PDF), and publishes them on its website before the Contract is formed (Civil Code 6:77–6:78 §; Act CVIII of 2001 on electronic commerce, **E-commerce Act**, s. 5 (1)). Provisions marked **[Highlighted]** may deviate from usual contractual

practice or from statutory provisions; the Client accepts them separately and expressly on the Order Form. The Contract is not formed without separate acceptance of the Highlighted provisions.

3.4. Electronic contracting. If the Contract is formed solely by e-mail correspondence, E-commerce Act s. 5 (2) and s. 6 (1)–(2) do not apply; the Provider nevertheless informs the Client that: (a) the technical steps are: request, Quote, written acceptance, Provider's confirmation; (b) the Contract is concluded in writing, the Provider files it electronically and keeps it for [5] years and makes it accessible on request; (c) the Client can correct data-entry errors at any time before accepting the Quote by e-mail to the Provider; (d) the language of the Contract is Hungarian (Section 31); (e) the Provider is not subject to any code of conduct. If the Client submits a request through the website form, the Provider confirms receipt within 48 hours at the latest; the confirmation does not form the Contract.

3.5. The Contract is a contract for work (Civil Code 6:238 §). The result promised by the Provider is carrying out the Survey under Section 4 and delivering the Documentation; a specific level of energy or cost savings for the Client is not a promised result.

3.6. The Client's own general terms form part of the Contract only if the Provider has expressly accepted them in writing. In case of conflicting general terms, Civil Code 6:81 § applies.

3.7. In case of conflict between documents, the following order applies: (i) an individual agreement signed by the Parties (Civil Code 6:80 §), (ii) the accepted Quote, (iii) the Order Form, (iv) the Site Consent, (v) these Terms.

4. Subject and scope of the service

4.1. The Provider carries out an engineering thermal-imaging survey: it takes contactless measurements with a radiometric thermal camera on the envelope, openings, doors, roof structure, pipes and – if ordered – electrical cabinets of the Facility, processes the images, and presents the location, estimated magnitude and suggested repair order of the losses. The purpose of the service is to show where heat escapes from the Facility, what it costs per heating season, and what to fix first.

4.2. Quick Diagnostic: exterior and interior thermal imaging (envelope, openings, loading doors, visible ducts and pipes), annotated thermal image catalogue with visual photos from the same point, A/B/C prioritised findings list, per-finding annual loss estimate in HUF using the Client's energy prices, indicative fix cost range and simple payback, 10–15 page PDF Report, 45-minute walkthrough, delivery of Raw Data.

4.3. 3D Package: everything in the Quick Diagnostic plus a 3D registered thermal model of the Facility (3D Heat Map), heat-loss breakdown per building element (wall, roof, opening, door, thermal bridge), HVAC, pipework, refrigeration and cold-store observations, a ranked Action List with HUF/year and payback, a scenario table, and a 60-minute decision meeting. The photogrammetric 3D thermal model is a decision aid, not survey-grade geometry.

4.4. Roof / PV Drone Survey (if ordered, and only under Section 12): radiometric drone survey (suspected wet flat-roof insulation, PV hot spots), visual and thermal orthomosaic, coordinate-referenced defect map, PDF Report with recommended follow-up checks. A thermal anomaly is a screening result; the cause may need on-site checks.

4.5. Annual Programme: a winter Survey per the chosen base package (Quick Diagnostic or 3D Package), a summer visit (roof, cold store, screening of up to 10 electrical cabinets), one verification re-scan of repaired items, an updated priority list and payback tracking. Section 29 also applies.

4.6. The accepted Quote defines the exact content of Packages and Options, and the buildings, surfaces and quantities covered. Surveying areas, surfaces or equipment not in the Contract requires a separate order and fee.

4.7. Delivery of Documentation. The Provider delivers, according to the Package: (a) the Report (PDF); (b) the 3D Heat Map (browser link, in the 3D Package); (c) the Action List (XLSX and PDF); (d) the Raw Data with hash manifest; (e) the handover record. The Provider holds a walkthrough meeting (Quick Diagnostic: 45 minutes; 3D Package: 60 minutes; on site or online).

4.8. Approving engineer. The Documentation contains only Findings that the Provider's approving engineer has reviewed and approved. The Provider uses "engineering" to refer to its staff's actual education and experience; it does not mean chamber membership, register entry or statutory authorisation. Statements on staff qualifications refer only to qualifications actually held. [confirm: approving engineer's qualification]

4.9. Estimates. The loss, cost, saving and payback figures in the Documentation are Estimates: shown as ranges, with assumptions and the date of the energy price used ("at [year, month] prices"). Savings arise only if the fixes are carried out. Estimates are not commitments.

5. Nature of the service; activities not replaced [Highlighted]

5.1. The Provider's service is a thermal-imaging (and supplementary) survey, data processing and engineering assessment intended to locate, rank and estimate the cost impact of losses and irregularities. The service is **not an accredited or certified inspection**.

5.2. [Highlighted] The service is not, and the Documentation is not suitable as:

- (a) an energy performance certificate under Government Decree 176/2008 (VI. 30.);
- (b) an energy audit or energy-specialist (szakreferens) service under Act LVII of 2015 on energy efficiency, or compliance with Government Decree 122/2015 (V. 26.);
- (c) an electrical safety inspection under NGM Decree 40/2017 (XII. 4.);
- (d) a fire-safety inspection under BM Decree 54/2014 (XII. 5.) (OTSZ), including the fire-safety inspection of electrical installations;
- (e) a building-expert or court-expert opinion;
- (f) structural, design, technical-supervision or construction work;
- (g) a document for use in official or court proceedings, insurance claims or lender submissions, unless the Parties expressly agree otherwise in writing.

5.3. The activities in Section 5.2 require statutory authorisation, registration or qualification and serve different purposes (they demonstrate compliance); the Provider assumes no obligation to perform them. The Client remains responsible for its own statutory compliance. The thermal-imaging survey does not replace them; it may complement them.

5.4. The Provider applies the disclaimers published in the Legal Notice (short, medium and long versions) on the Report cover, in the Quote and on its website.

5.5. Before implementing measures derived from the Documentation, the Client must obtain design, contractor and (if needed) regulatory expertise. The Provider does not design or construct and does not accept commission from any contractor or manufacturer it recommends. [confirm]

5.6. If, during the Survey, the Provider notices a sign of danger to life or of an accident, or of a condition needing immediate action (e.g. critical overheating of an electrical installation), it will inform the Client's on-site representative without delay. This notice is not an expert opinion, safety inspection or risk assessment and does not relieve the Client of its duties as operator.

6. Method, limits of thermography, qualifications

6.1. The Provider performs the service with the care generally expected in the profession, under a written procedure that follows the principles of MSZ EN ISO 6781-1:2023. The reference to the standard is a methodological reference; it is not a declaration of conformity, certification or accreditation. [confirm: current edition of the standard and actual conformity of the protocol]

6.2. Thermography is a contactless method based on measuring the surface temperature distribution. Results are affected in particular by surface emissivity, reflections, measuring distance and angle, air movement, thermal mass and inertia of the structure, and accessibility. Measured values carry measurement uncertainty. The Provider does not guarantee the detection of hidden defects, anomalies behind cladding, or defects that do not show in surface temperature.

6.3. Results on buried pipe runs are indicative only. Summer surveys of roofs, solar panels, cold stores and electrical cabinets are qualitative (screening) in nature and are labelled accordingly in the Documentation.

6.4. The Report states the type and resolution of the thermal camera used and the actual calibration status. [thermal camera type, resolution] The Provider does not claim any calibration, personal or organisational certification that it does not hold.

7. Fees, payment, late payment

7.1. The fee is stated in the accepted Quote. Prices marked "from" on the website, the Order Form and in the enquiry process are indicative prices; the price in the Quote is fixed once accepted. Fees are net and subject to VAT at the rate in force. Travel fees are charged by distance band as stated in the Quote.

7.2. The fee for additional work requested by the Client and not in the Contract is agreed separately in writing; the Provider performs additional work only with the Client's prior written approval.

7.3. Unless agreed otherwise, the Client pays 50 % of the fee as an advance on the advance invoice issued on formation of the Contract, and 50 % on the final invoice issued on delivery of the Documentation, within [8] days of the invoice date, by bank transfer [confirm: 8 or 15 days]. The Provider starts on-site work after the advance is received. Invoices are sent electronically to the billing e-mail address given by the Client.

7.4. The fee does not depend on how many Findings the Survey identifies or whether the Client implements the suggestions.

7.5. In case of late payment, the Client pays late-payment interest under Civil Code 6:155 § (1): the central bank base rate valid on the first day of the calendar half-year concerned by the delay, plus eight percentage points. Interest runs from the day of default until payment.

7.6. Under Act IX of 2016 on the flat-rate recovery cost, s. 3 (1), the Provider is entitled from the day of default to a flat recovery cost of EUR 40 converted to HUF at the official MNB mid-rate on the day of default. The Provider may claim it within one year of default; it is credited against damages for late payment.

7.7. [Highlighted] In case of late payment, the Provider may – after a written notice to the Client setting an additional period of 8 days – suspend further performance (in particular delivery of the Documentation and access to the 3D Heat Map) until the overdue amount is paid. Performance deadlines are extended by the period of suspension.

7.8. The discounted Pilot Programme price is subject to the special conditions of Section 19.

8. Survey Conditions and weather risk

8.1. An exterior Survey suitable for heat-loss assessment can be carried out when all of the following conditions are met:

- (a) the difference between indoor and outdoor air temperature (ΔT) is at least 10 K (recommended: at least 15 K);
- (b) the surfaces have not been in direct sunshine for an extended period before the measurement (in practice: the measurement is taken at least 4 hours after sunset or before sunrise);
- (c) wind speed is below 5 m/s;
- (d) there is no precipitation and the surfaces are dry;
- (e) heating has been in stable operation for at least 24 hours before the measurement.

8.2. Exterior heating-season Surveys can usually be done from the end of October to March. For summer products (flat roofs, solar panels, electrical cabinets under load, cold stores, cellars) the Quote may specify different conditions suited to the purpose (e.g. dusk after a sunny day, full sun and clear sky, actual load).

8.3. **Go / No-Go decision.** Within the measurement time window agreed by the Parties, the Provider decides on the basis of the weather forecast at the latest 24 hours before the planned Survey, and again before departure for the site, whether the Survey goes ahead, and informs the Client by e-mail.

8.4. If the Survey Conditions are not or are not expected to be met, the Provider postpones the Survey to a new date agreed with the Client, subject to the limits of Section 9. A postponement due to weather is not a delay by the Provider; the performance deadline is extended accordingly. Weather is a foreseeable circumstance, so the Parties treat it under this Section and Section 9, not as force majeure.

8.5. [Highlighted] If the Client insists in writing on carrying out the Survey despite the absence of Survey Conditions, the Provider carries it out but labels the result as a Condition-Limited Result. The Client then pays the full fee and cannot assert a warranty or damages claim based on the lack of a quantitative assessment.

8.6. If the Survey Conditions change after the Survey has started, the Provider may suspend the Survey, use the images taken so far with appropriate labelling, and carry out the missing part on a new date; this rescheduling counts as one occasion for the cap in Section 9.

9. Cap on rescheduling, long-stop date [Highlighted]

9.1. The Provider reschedules free of charge for weather or absence of Survey Conditions up to [2] times [confirm] .

9.2. After the free occasions, the Provider may charge a rescheduling fee of [HUF 20,000] + VAT for each further rescheduling due to weather or absence of Survey Conditions [confirm: amount] , unless the rescheduling is due to a cause in the Provider's sphere. Reschedulings due to the unavailability of the Provider's staff or equipment, and drone flight obstacles under Section 12.6, do not count towards the free occasions and are always free of charge.

9.3. **Long-stop date.** Unless stated otherwise, the long-stop date for an exterior heating-season Survey is **31 March** of the year of the order or the following year [confirm] ; for summer products it is the date stated in the Quote. If the Survey cannot be carried out by the long-stop date for a reason outside the Client's sphere, either Party may terminate the Contract by written notice within 8 days, or the Parties may agree to postpone to the next period. On termination the Provider refunds the advance paid within 15 days, less the documented costs actually incurred (in particular the fee for travel actually made); neither Party may claim anything further. If the Survey does not take place for a reason in the Provider's sphere, the Provider refunds the whole advance.

10. Client's cooperation

10.1. The Client must: (a) give the Provider access at the agreed time – at night if necessary – to the Facility, the internal and external areas to be surveyed, the roof (with safe access) and – if ordered – the electrical cabinets; (b) operate heating (cooling for a summer Survey) in a stable, normal operating state for at least 24 hours before the Survey; (c) keep gates and doors in the operating state requested by the Provider (e.g. closed gates, air curtains running); (d) provide an escort who knows the site and has authority to act.

10.2. Before on-site work begins, the Client gives the Provider's staff the site's health-and-safety, fire-safety and access induction and informs them in writing of special hazards (e.g. forklift traffic, high voltage, explosive atmospheres, work at height, hot surfaces). The Parties perform their cooperation and information duties under Act XCIII of 1993 on occupational safety.

10.3. The Client hands over the data specified in the Contract (floor plans, energy bills for at least 12 months, building-services data, earlier certificates or thermal documentation). Missing or inaccurate data reduce the reliability of the Estimates; the Provider is not liable for resulting deviations. The Provider does not verify the accuracy of data supplied by the Client.

10.4. The Client signs the Site Consent no later than the start of on-site work. If the Client does not own the Facility, it obtains the owner's, lessor's or operator's consent, and warrants that it is entitled to authorise the Survey.

10.5. The Client informs in advance its employees, contractors and visitors at the Facility about the Survey and the taking of images (by posting the notice attached to the Site Consent), and, as far as possible, ensures that no persons are in the surveyed area during imaging. The Client is entitled to pass on the contact and escort personal data it gives to the Provider.

10.6. Under Civil Code 6:240 § (2) and 6:241 § (2), the Provider may refuse to start or suspend work if the work area, access or safety conditions are unsuitable or the Client's instructions would endanger the purpose of the service. The Provider draws the Client's attention to such circumstances.

10.7. If the Client fails to perform its cooperation duties and the Survey therefore cannot be carried out or fails, the Provider is entitled to the contractual penalty under Section 16.2; performance deadlines are extended by the period of default.

11. Thermal screening of electrical equipment

11.1. Thermal screening of electrical distribution cabinets, switchgear and similar equipment (Option) takes place only if the Client's authorised electrician opens the covers and indicates a safe measuring position to the Provider's staff. The Provider's staff do not touch live parts and do not open or remove covers.

11.2. The Client ensures that the equipment is under representative load during measurement and informs the Provider of the actual load. The Provider may refuse imaging if safety conditions (e.g. required personal protective equipment, an accessible and safe measuring position, presence of an authorised electrician) are not met.

11.3. The screening is a qualitative survey of the surface temperature distribution of equipment. It is **not** an electrical safety inspection, not an earthing or compliance check, not a fire-safety inspection, and does not replace them (Section 5.2 (c)–(d)). The result makes no statement on the safety of the electrical installation.

12. Drone use

12.1. The Provider may offer drone imaging where the airspace and permits allow, and performs it only if ordered. Drone imaging is subject to the provisions in force from time to time of Implementing Regulation (EU) 2019/947, Delegated Regulation (EU) 2019/945, Act XCVII of 1995 on aviation, and Government Decree 4/1998 (I. 16.) on the operation of unmanned aircraft. The Provider flies through a remote pilot with appropriate competency, as a registered operator. [if a drone is used; confirm: operator registration, remote pilot competency]

12.2. Before and during the flight the remote pilot checks in the official airspace app (mydronespace) that the area is not prohibited or restricted. The Client must inform the Provider in writing of all known restrictions affecting the Facility and its surroundings, in particular: proximity to critical infrastructure or state-important facilities (300 m), proximity of aerodromes or rescue-helicopter pads, adjacent inhabited properties, flight rules of an industrial park or site, temporary flight bans or restrictions. In the Site Consent the Client declares that, to its knowledge, the Facility is not affected by such restrictions.

12.3. Flights over inhabited areas (places where people not involved in the drone operation habitually reside) require ad hoc airspace designation, which must be requested from the authority at least 30 days before use and is not guaranteed. The Provider is obliged to submit an ad hoc airspace request only if the Quote expressly includes it.

12.4. If the drone item is wholly or partly not carried out because of a ban, restriction, official refusal or a safety, weather or regulatory obstacle to flight, the Provider is not liable for breach of contract; the Parties' rights are governed by Section 12.5.

12.5. [Highlighted] The remote pilot may refuse, suspend or abort a flight for safety, weather, airspace or regulatory reasons. In that case the Provider makes up the drone imaging free of charge at a new date agreed with the Client or, if flight is permanently not permitted, does not charge for the drone item or refunds the amount already paid. The Client cannot assert any further claim on this basis.

12.6. A postponement under Section 12.5 does not count towards the free reschedulings under Section 9.1.

12.7. The Provider plans flights so that neighbouring properties, public areas and the Client's employees are captured as little as possible, and places an information sign near the take-off point. The processing of personal data in drone images is governed by Section 25 and the Privacy Notice.

12.8. The Provider holds the liability insurance prescribed by law for damage caused to third parties by drone operation.

[insurer, policy number, limit] [confirm: this statement may be made only if the insurance actually exists]

13. Artificial-intelligence-based tools

13.1. The Provider uses AI-assisted software tools to sort and register images, pre-screen anomalies and edit documents. Tool output is a suggestion; the approving engineer reviews it in every case, and the Documentation contains only Findings approved by the engineer. The Provider does not use automated decision-making.

13.2. The Provider does not use the Client's data (images, documents, consumption data) to train general-purpose AI models and excludes such use contractually at the providers it uses. Before upload to an external AI provider, the Provider blurs persons and number plates in the images where technically possible.

13.3. The Provider uses AI and cloud providers as data processors under written contract; the Privacy Notice lists them. At the Client's request, and if technically possible, the Provider processes the data on its own infrastructure without an external AI provider; the Quote states the extra time and cost.

14. Deadlines, performance, handover

- 14.1. The Provider delivers the Documentation within **10 Working Days** of the actual on-site Survey day; for express delivery ordered as an Option, within 5 Working Days. The deadline is extended by the periods caused by Sections 7.7, 8.4, 8.6, 9, 10.7, 12.5 and 24 and by any delay in the Client's supply of data.
- 14.2. The Provider delivers the Documentation electronically (secure download link) and at the same time sends the handover record. The Provider may perform in parts.
- 14.3. The Client may not unreasonably refuse to accept the Documentation.
- 14.4. **[Highlighted]** The Client may notify objections in writing, specifying the part objected to, within **8 Working Days** of receipt of the Documentation. If the Client makes no statement within that period, or signs the handover record, or uses the Documentation to prepare an investment decision, performance is deemed accepted. Acceptance does not affect the Client's warranty rights under Section 15 for defects not recognisable on reasonable review at handover.

15. Defective performance

- 15.1. Performance is defective if the Documentation lacks the content promised in the Contract or, because of the Provider's measurement, processing or editing error, contains a statement that does not match the recorded data.
- 15.2. Performance is not defective in particular if: (a) the Documentation omits an anomaly that could not be detected at the time of measurement because of the limits in Section 6.2; (b) Estimates differ from actual costs, prices or savings; (c) the deviation results from incorrect or incomplete data supplied by the Client, the Client's failure to cooperate, or the disregard of Survey Conditions at the Client's request (Section 8.5); (d) the condition of the Facility changed after the Survey.
- 15.3. **[Highlighted]** In case of defective performance, the Client may first request correction or supplementing (re-processing) of the Documentation or – if the defect arises from the measurement and the Survey Conditions exist again – a free repeat of the Survey. For a well-founded objection the Provider corrects the defect within 8 Working Days; if a repeat Survey is needed, the Provider carries it out under the first suitable Survey Conditions. If the Provider does not correct the defect within an additional period set by the Client of at least 15 Working Days, the Client may demand a proportionate price reduction or – if the defect renders the whole Documentation unusable – withdraw from the Contract. The Client cannot assert warranty claims beyond this; this does not affect liability for damages under Section 21.
- 15.4. The Client must notify the defect without delay after discovery, and at the latest within 5 Working Days of discovery. The limitation period for warranty claims is one year from performance (handover) under Civil Code 6:163 § (1).

16. Cancellation, withdrawal, termination; contractual penalty **[Highlighted]**

- 16.1. Under Civil Code 6:249 §, the Client may withdraw from the Contract before performance starts and may terminate it after performance has started. Performance starts when the on-site Survey begins. Withdrawal or termination is valid in writing.
- 16.2. **[Highlighted]** The Parties agree in writing under Civil Code 6:186 § (2) that if the Client withdraws from the Contract before performance starts, or the Survey fails on site for a reason in the Client's sphere (in particular refusal of access, absence of the conditions in Section 10), the Client pays the following **contractual penalty** to the Provider (calculated on the net fee under the Contract):

Time of cancellation relative to the first day of the confirmed measurement window	Penalty
More than 10 Working Days before	none; the advance is refunded
10–3 Working Days before	10 % of the net fee
Within 3 Working Days, or a Survey that fails on site for a reason in the Client's sphere	25 % of the net fee and – if travel actually took place – the travel fee stated in the Quote

[confirm: bands and percentages in line with the Provider's real cost structure]

16.3. The penalty replaces the Provider's whole claim for damages arising from the withdrawal or the Survey failing for a reason in the Client's sphere; the Provider claims no further damages. The penalty and the travel fee together cannot exceed the fee under the Contract (Civil Code 6:249 § (2)). The Client may ask the court to reduce the penalty under Civil Code 6:188 §. No interest runs on the penalty (Civil Code 6:189 §).

16.4. **Termination after performance has started.** If the Client terminates after performance has started, the Provider is entitled to the fee proportionate to the work done and to its proven, unavoidable costs, up to a total not exceeding the fee under the Contract. To determine proportion, the Parties use the following guide bands: from the start to the end of the on-site Survey, the part proportionate to on-site work (at least the travel fee); after completion of the on-site Survey, [40] % of the fee; after the draft Report is completed, [85] % of the fee [confirm] .

16.5. The Client may request a change of the measurement window once, at least 5 Working Days in advance, free of charge. Any further change, or one requested at shorter notice, is treated as cancellation under Section 16.2 and a new order, unless the Provider agrees to a free change.

16.6. Rescheduling for weather or Survey Conditions (Sections 8–9), for flight reasons (Section 12.5) or for a cause in the Provider's sphere is not a cancellation and gives no right to a penalty.

16.7. The Provider refunds any advance not subject to the penalty within 15 days of the notice of cancellation, deducting the penalty.

17. Withdrawal and termination by the Provider

17.1. The Provider may withdraw from or terminate the Contract with immediate effect if: (a) the Client does not perform its cooperation duties under Section 10 despite a written notice; (b) on-site work would endanger the life, bodily integrity or health of the Provider's staff; (c) the Client's payment delay exceeds 30 days; (d) bankruptcy, liquidation or dissolution proceedings are started against the Client; (e) the declaration under Sections 1.3–1.4 is untrue.

17.2. In the cases in Section 17.1 (a), (c)–(e), the Client pays under Section 16; in the case in Section 17.1 (b), the Parties settle proportionately to the work done, without a penalty.

18. Intellectual property, licence, third parties

18.1. The Documentation may be a work protected under Act LXXVI of 1999 on copyright. On payment of the full fee, the Provider grants the Client a non-exclusive licence, unlimited in time and territory, to use the Documentation and Raw Data **for the Client's internal business purposes** (in particular operations, investment preparation, grant applications, sustainability reporting and requests for quotes from contractors).

18.2. The Client may share the Documentation, unchanged and with the source stated, with third parties (e.g. designer, contractor, auditor of accounts, lender, grant administrator) for the purpose in Section 18.1. Adapting the Documentation, publishing extracts publicly, or reselling it requires the Provider's prior written consent.

18.3. The measurement and processing method, protocol, software, algorithms, models, templates and related know-how are the exclusive property of the Provider (or its licensors); the Client acquires no right in them. The Client has no right to the source code of the 3D Heat Map viewer; the Client may use the 3D Heat Map in the viewer provided by the Provider or in the offline package.

18.4. [Highlighted] The Documentation is prepared for the Client. No third party may rely on the Documentation or assert any claim against the Provider in connection with it; the Provider owes no duty of care to any third party. When passing the Documentation to a third party, the Client must inform that party of this. The Documentation may not be used for the purposes in Section 5.2 (g) unless the Parties have agreed otherwise in writing.

18.5. The Provider may use Raw Data and Findings in aggregated and anonymised form that does not identify the Client or the Facility and contains no personal data to quality-assure and develop its methods and software. Section 13.2 is unaffected.

19. References, case studies, Pilot Programme [Highlighted]

19.1. The Provider may use the Client's name, logo, images of the Facility and project data as a reference or in a case study **only with the Client's prior, separate written consent**, to the extent stated in the consent. For an anonymised case study the Client may consent in the document "Consent to an anonymised case study". Consent is not a condition of the Contract (except for the Pilot Programme under Section 19.3).

19.2. An anonymised case study contains no Client name, logo or address, no details suitable for identifying the Facility, no geographic coordinates, and no recognisable persons or number plates; the Provider removes EXIF/GPS metadata from images. Before publication the Provider submits the final text and images to the Client for approval; there is no publication without approval, and silence is not approval.

19.3. **Pilot Programme.** In the 2026/27 heating season the Provider offers a discounted price to the first 10 facilities (Quick Diagnostic: HUF 135,000 + VAT; 3D Package: HUF 275,000 + VAT), conditional on the consent under Sections 19.1–19.2, a 30-minute feedback interview, and a follow-up call after six months. Under the Pilot Programme the Provider prepares no pre-written testimonial; the discount does not depend on whether the Client's feedback is positive. The Pilot Programme price covers the same scope and quality of service; the conditions (area limits, order and survey deadlines) are in the Quote. The programme is limited to 10 facilities. [confirm: programme conditions and deadlines]

19.4. The Client may withdraw its consent for the future at any time in writing. Withdrawal does not affect delivery of the Documentation or the Client's rights in respect of the service. Within 10 Working Days of the notice of withdrawal the Provider removes the material from its own channels (website, social media, sales material); it is not obliged to recall printed copies or copies made available by third parties.

19.5. If the Client withdraws its Pilot Programme consent **before the first publication**, the Provider may invoice the difference between the Pilot Programme price and the list price reduced by 15 %. Withdrawal after the first publication has no fee consequence. [confirm]

20. Confidentiality

20.1. The Parties must keep confidential information learned in performing the Contract that is the other party's business secret (Civil Code 2:47 §; Act LIV of 2018 on the protection of business secrets) or marked confidential – in particular data on the Facility's layout, security systems, technology, stocks and energy consumption, and the Provider's methods and prices – not disclose it to third parties, and use it only to perform the Contract.

20.2. Disclosure does not breach confidentiality if made: (a) to a Party's employees, contributors, data processors, and legal and financial advisers who are bound by the same confidentiality duty; (b) under a mandatory provision of law or a court or authority; (c) where the information was already lawfully public at the time; (d) to third parties under Section 18.2, to the extent needed to share the Documentation.

20.3. Confidentiality continues for 5 years after the Contract ends, and for business secrets as long as they remain secret. At the Client's request the Provider will enter into a separate non-disclosure agreement.

21. Liability and its limitation [Highlighted]

21.1. The Provider is liable for damage caused by breach of contract under Civil Code 6:142 §, subject to the limits of this Section.

21.2. The Estimates in the Documentation are not commitments; they may differ from actual market prices, construction costs, energy prices and operating conditions and are not an independent basis for the Client's investment decision. The Client is responsible for its investment decisions.

21.3. [Highlighted] The Provider's total liability for breach of contract – subject to the exceptions in Section 21.5 – is limited to the net fee actually paid by the Client under the relevant Contract; for the Annual Programme, to the net fee paid in the 12 months before the damaging breach. [confirm: align with the professional indemnity insurance limit]

21.4. [Highlighted] Subject to the exceptions in Section 21.5, the Provider is not liable for loss of profit, loss of savings, business interruption, losses arising from obligations to third parties, or losses arising from investment decisions made by the Client on the basis of the Documentation, to the extent they were not foreseeable at the time of contracting (Civil Code 6:143 §).

21.5. Under Civil Code 6:152 §, liability for breach of contract that is intentional or that harms human life, bodily integrity or health cannot be excluded or limited. Beyond that, the Provider does not limit its liability for damage caused by **gross negligence**. Sections 21.3 and 21.4 do not apply in these cases.

21.6. The Provider is not liable for damage arising from incorrect or incomplete data supplied by the Client, failure of cooperation under Section 10, disregard of Survey Conditions at the Client's request (Section 8.5), use of the Documentation outside the purpose in Section 18, or measures carried out on the basis of the Documentation without involving a competent professional.

21.7. The Client is liable for damage to the Provider's staff at the Facility arising from a cause in the Client's sphere (e.g. omitted safety briefing, unsafe roof access), and for damage to the Provider's equipment caused by the Client or its employees.

21.8. The Provider holds professional indemnity insurance. Insurer: [insurer], policy number: [policy number], limit: HUF [amount] per claim, HUF [amount] per year. [confirm: may be stated only if the insurance actually exists; otherwise delete]

22. Limitation period [Highlighted]

22.1. Under Civil Code 6:22 § (3), the Parties agree in writing that claims for damages arising from the Contract – subject to Section 22.2 and excluding claims for the fee – become time-barred **one year** from the date the claim falls due and, for the Client's claims, at the earliest from the handover of the Documentation.

22.2. Section 22.1 does not apply to claims within the liability that cannot be limited under Civil Code 6:152 § (intentional breach; breach harming human life, bodily integrity or health), or to damage caused by gross negligence. Claims for the fee become time-barred within the general limitation period under the Civil Code. An agreement excluding limitation is void (Civil Code 6:22 § (4)); this Section therefore sets only the length of the period and does not exclude limitation.

23. Contributors and subcontractors

23.1. The Provider may use contributors (subcontractors, pilots, data processors) in performance. The Provider is liable for a contributor's conduct as if it had acted itself (Civil Code 6:148 § (1)).

23.2. The Provider binds contributors to confidentiality under Section 20 and – for personal data – to the requirements in the Privacy Notice and Annex 2. At the Client's request the Provider names its contributors.

24. Force majeure

24.1. Neither Party is liable for breach of the Contract if it proves that the breach was caused by a circumstance beyond its control, unforeseeable at the time of contracting, which it could not have been expected to avoid or whose damage it could not have been expected to prevent (Civil Code 6:142 §). Examples: natural disaster, fire, epidemic and related official measures, war, strike, official flight ban or airspace closure, widespread power or telecommunications outage. Ordinary weather variation is not force majeure; Sections 8–9 apply.

24.2. The affected Party must notify the other in writing without delay of the force majeure and its expected duration. Performance deadlines are extended by the duration of the force majeure. If it lasts more than 60 days, either Party may terminate the Contract in writing; the Parties then settle in proportion to the services already performed, without a penalty.

25. Data protection; on-site images

25.1. Personal data are processed under Regulation (EU) 2016/679 (**GDPR**) and Act CXII of 2011 on informational self-determination (**Infotv.**). Details are in the Privacy Notice (<https://hokep3d.hu/adatkezelesi-tajekoztato/>).

25.2. **Roles.** (a) Each Party processes contact, billing and contract data of its own employees and agents connected with performance as an independent controller. (b) For the data of persons and number plates incidentally appearing in images taken at the Client's Facility, the Client is the controller and the Provider is a processor acting on the Client's instructions; Annex 2 (processing terms under GDPR Article 28) applies. (c) The Provider is an independent controller of minimal data held for its own legitimate interests (verifiability of the measurement, defence of legal claims), as described in the Privacy Notice.

25.3. When taking images the Provider avoids capturing persons and vehicle number plates where possible; persons and plates that are unavoidably captured are blurred or masked at the start of processing and are not recognisable in the Documentation or any publication.

25.4. The Client is responsible for informing its employees and persons on site about the imaging as in Section 10.5, and for being entitled to pass on the personal data it gives the Provider. The Client tells the Provider which areas must not be imaged.

25.5. The Provider forwards to the Client within 5 Working Days any data-subject requests it receives that fall within the Client's data processing.

26. Data retention

26.1. The Provider keeps the Raw Data (after blurring of persons and plates) and the final version of the Documentation for **3 years** from handover for verification, re-scans, follow-up measurements and the assessment of claims, then deletes or irreversibly anonymises them.

26.2. If, for integrity checks, the Provider must keep original images without blurring, only project staff and the approving engineer have access to them, and it keeps them for no more than **12 months** from handover and then deletes them (or ensures through masking or download protection that persons and plates are not recognisable on the remaining copy). **[confirm: 12-24 months]**

26.3. During the retention period the Client may request in writing re-delivery of the Raw Data and Documentation; the Provider does so within 10 Working Days, free of charge the first time and thereafter for an administrative fee stated in the Quote or fee schedule.

26.4. The Client may request in writing deletion of data within the retention period; the Provider carries it out within 30 days – except for data it must keep by law (e.g. accounting records) – and confirms it in writing. After deletion the Provider is not responsible for verifiability or use in follow-up measurements.

26.5. The Provider keeps the 3D Heat Map online for at least 12 months from handover, and continuously during the Annual Programme. **[confirm]** The offline package may be used by the Client without time limit within the licence in Section 18.1.

26.6. The Provider keeps contract documents for 5 years from the end of the Contract (Civil Code 6:22 §) and accounting records for 8 years under s. 169 (2) of Act C of 2000 on accounting.

27. Communication, notices

27.1. The Parties make legal statements relating to the Contract in writing. A statement sent by e-mail from or to the address given by the Parties in the Contract is in writing (Civil Code 6:6–6:7 §). Amendment, withdrawal and termination are valid by e-mail if acknowledged by the recipient or sent as a scanned document signed by authorised signatories.

27.2. An e-mail is deemed delivered on the Working Day after sending, unless the sender receives a delivery-failure notice. A registered post item is deemed delivered on the day delivery was attempted, and an item returned "unclaimed" or "refused" on the 5th Working Day after the second delivery attempt.

27.3. The Parties name their contact persons on the Order Form or in the Quote and notify any change without delay.

28. Complaints

28.1. The Client may submit complaints about the service to info@hokep3d.hu or by letter to the Provider's seat. The Provider investigates the complaint and gives a substantive written reply within 15 Working Days.

28.2. Submitting a complaint does not extend the objection period in Section 14.4.

29. Annual Programme

29.1. The Annual Programme is concluded for a fixed term of 12 months. Either Party may terminate it effective at the next anniversary by written notice given at least 60 days earlier; absent termination it renews for a further 12 months.

29.2. The Annual Programme fee may be adjusted each year on the anniversary by the previous year's annual consumer price index published by the Hungarian Central Statistical Office, with at least 30 days' written notice from the Provider. In case of a fee increase or an amendment of the Terms under Section 32, the Client may terminate the programme extraordinarily, free of charge, within 15 days of notice and before the amendment takes effect.

29.3. Sections 8–9 apply to the winter Survey; conditions adapted to the product and stated in the Quote apply to the summer visit. The payment schedule is in the Quote.

30. Governing law and jurisdiction [Highlighted]

30.1. The Contract and the Terms are governed by Hungarian law, in particular the Civil Code; conflict-of-laws rules and the UN Convention on Contracts for the International Sale of Goods are excluded.

30.2. The Parties first try to settle disputes by negotiation within 30 days of written notice of the dispute.

30.3. [Highlighted] If negotiation fails, the Parties, under s. 27 of Act CXXX of 2016 on civil procedure (Pp.), agree on the exclusive jurisdiction – depending on competence – of the [court name, e.g. Nyíregyháza District Court / Nyíregyháza Regional Court] in whose area the Provider's seat lies [confirm: choice of court having regard to Pp. 27 § (6): the Metropolitan Court of Budapest, the Budapest Environs Regional Court and the Central District Court of Pest cannot be chosen].

31. Language

31.1. The language of the Terms and the Contract is Hungarian; the Contract is concluded in Hungarian. The Provider publishes English versions of the Terms and other documents as convenience translations. In case of discrepancy, the Hungarian version prevails.

31.2. The Parties may agree to communicate in English in particular matters; this does not change the language of the Contract.

32. Amendment of the Terms

32.1. [Highlighted] The Provider may amend the Terms unilaterally. It publishes the amendment on its website at least 15 days before it takes effect and notifies Clients with current Contracts by e-mail. The amendment extends to existing Contracts only with the Client's consent; for the Annual Programme the Client has the extraordinary termination right under Section 29.2.

32.2. The current and earlier versions of the Terms are available for download at <https://hokep3d.hu/aszf/>. The version in force on the day the Contract is formed applies to each Contract.

32.3. Amendments to the Contract are valid in writing.

33. Final provisions

33.1. If any provision of the Contract or the Terms is invalid or unenforceable, the validity of the other provisions is unaffected. The Parties replace the invalid provision with a valid one closest to the original economic purpose.

33.2. Failure or delay in exercising a right is not a waiver.

33.3. The Client may not assign its rights and obligations under the Contract to a third party without the Provider's prior written consent. The Provider may transfer the Contract or its claims to a successor or, for claims, to an assignee, and will notify the Client.

33.4. These Terms enter into force on [date of entry into force] and remain in force until withdrawn or amended.

34. Annexes

34.1. Inseparable parts of the Terms:

- ◆ Annex 1: List of Highlighted provisions (Civil Code 6:78 § (2)–(3))

♦ Annex 2: Data-processing terms (GDPR Article 28)

34.2. Further documents of the Contract (published separately): Request for quote and order form · Site consent and health-and-safety / data-protection declaration · Consent to an anonymised case study (a condition of the Pilot Programme) · Privacy Notice · Legal Notice.

Annex 1 – List of Highlighted provisions

Under Civil Code 6:78 § (2)–(3), the following provisions may deviate from usual contractual practice or from statutory provisions; the Provider therefore draws the Client's attention to them separately. The Client accepts them separately and expressly on the Order Form.

Clause	Content
5	The service is not an accredited or certified inspection; the listed activities requiring statutory authorisation (certificate, energy audit / energy specialist, electrical-safety and fire-safety inspections, expert opinion, etc.) are not replaced; use for official, court, insurance and lender purposes is excluded
7.7	Suspension of performance on late payment
8.5	Condition-Limited Result if the Client insists; payment of the full fee; exclusion of claims based on lack of a quantitative assessment
9	Cap on free reschedulings, rescheduling fee, long-stop date, termination and settlement
12.5	Refusal / suspension of drone flights; not charging for the drone item as the sole consequence
14.4	8-Working-Day objection period; deemed acceptance
15.3	Order and limitation of warranty rights (correction / re-survey first)
16	Cancellation penalty; proportionate fee after performance has started
18.4	Exclusion of third-party reliance and claims; limits on use of the Documentation
19	Case study, Pilot Programme, fee consequence of withdrawing consent (19.5)
21.3–21.4	Limitation of liability (net fee paid); exclusion of consequential loss
22	One-year limitation period for damages claims (Civil Code 6:22 § (3))
30.3	Exclusive jurisdiction of a court
32.1	Provider's right to amend the Terms unilaterally

Annex 2 – Data-processing terms (GDPR Article 28)

This Annex applies when, and to the extent that, the Provider processes, on behalf of the Client as controller, the data of persons and number plates that appear incidentally in images taken at the Client's Facility (Terms, Section 25.2 (b)).

1. Parties. Controller: the Client. Processor: the Provider.

2. Subject matter and duration. Processing of the personal data appearing incidentally in the Raw Data recorded during the Survey, to the extent necessary to perform the Contract; from the effective date of the Contract until deletion under Section 26.

3. Nature and purpose. Recording, storage, organisation, blurring / masking, processing, handing over to the Client, deletion; purpose: carrying out and documenting the thermal-imaging survey under the Contract.

4. Types of personal data and categories of data subjects. Data subjects: the Client's employees, contributors, visitors, and third parties near the site. Data: recognisable face / figure, vehicle number plate, time and place of the image. Processing special categories is not intended; the Provider avoids recording persons.

5. Instructions. The Provider processes personal data only on the Client's documented instructions. The Contract, the Site Consent and the Client's further written instructions are such instructions. Default instructions under this Annex: blur persons and plates at the start of processing; remove EXIF/GPS before sharing outside the Client; no images from areas excluded by the Client. If the Provider considers that an instruction infringes the GDPR, it informs the Client without delay.

6. Confidentiality. The Provider ensures that persons processing personal data are bound by confidentiality.

7. Security. The Provider applies technical and organisational measures under GDPR Article 32 (encrypted transfer and storage, role-based access, two-factor authentication, integrity hash, backup), as set out in Section 8 of the Privacy Notice.

8. Sub-processors. The Client gives general authorisation for the sub-processors named by the Provider in the Privacy Notice (hosting, cloud, AI-assisted processing, e-mail). The Provider informs the Client of any new or replaced sub-processor at least 10 Working Days in advance; the Client may raise a reasoned objection within 10 Working Days of the notice. The same data-protection obligations apply to sub-processors, and the Provider is liable for their performance.

9. Transfers to third countries. The Provider transfers personal data outside the EEA only with a safeguard under Chapter V GDPR (Section 10 of the Privacy Notice) and informs the Client in advance.

10. Assistance. Taking into account the nature of the processing, the Provider assists the Client in responding to data-subject requests (Terms 25.5) and in meeting its obligations under GDPR Articles 32–36 (security, breach notification, impact assessment, prior consultation).

11. Personal data breach. The Provider notifies the Client of a breach affecting the personal data without undue delay and within 48 hours of becoming aware, with the content required by GDPR Article 33 (3).

12. Deletion and return. After performance, within the period in Section 26 of the Terms, the Provider deletes the personal data or, at the Client's choice, returns it, unless law requires storage.

13. Audit. The Provider makes available to the Client the information needed to demonstrate compliance with this Annex and allows audits (with prior notice, with reasonable regard to the Provider's business operations, under confidentiality).

14. Independent controllership. This Annex does not affect the Provider's status as independent controller under Section 25.2 (a) and (c).

TERVEZET / DRAFT
jogi ellenőrzés alatt