

- 01** This Agreement governs the relationship between MONARCH Ltd (“We”) and the Buyer (“You”), collectively referred to as the “Parties”.
In addition, the terms and conditions of any contract, agreement, proposal, order and confirmation between the Parties made over mail, fax or email forms part of the Agreement between the Parties.
In matters not specified in the contract, this **General Terms and Conditions** apply.
These conditions are governed by and construed in accordance with the laws of Hungary.
Other applicable local law provisions might apply.
- 02** The agreement between MONARCH Ltd and the Buyer becomes legally binding on the signing of the contract or on the confirmation of the order.
Your order represents an offer to us to purchase a product or service which is accepted by us when we send a confirmation to you in mail, email or fax that we've accepted your order. That acceptance will be complete at the time we send the confirmation to you.
- 03** MONARCH Ltd shall provide the Services as agreed by the deadline stated in the contract or confirmation. In case of software distribution, MONARCH Ltd will make all reasonable endeavours to dispatch and deliver the orders as agreed unless there is a delay in the delivery by the Manufacturer, which can cause further delays in the distribution. The Buyer shall provide the necessary conditions to make the delivery possible by the agreed deadline.
- 04** The delivery of goods is fulfilled upon the receipt of the relevant document (MONARCH Ltd delivery note, postal delivery receipt, warranty note, worksheet, memorandum, bill).
- 05** MONARCH Ltd shall ensure that the Goods/Services fulfil the standard of quality specified in the Agreement. In case of a quality complaint, the Parties draft a Memorandum which documents the cause of the complaint. Based on this Memorandum, MONARCH Ltd shall undertake all efforts within its reasonable control to resolve the cause of complaint.
In case of a dispute, the Parties shall attempt to settle it via negotiation within the quickest time possible. In case agreement cannot be reached, the Parties agree to submit to the jurisdiction of the courts of the district of Sopron City.
- 06** In case the Manufacturer issues a warranty note for the product as delivered, MONARCH Ltd will deliver the note to the Buyer. The Buyer can exercise its statutory rights with the Manufacturers' warranty note as specified in the note.
MONARCH Ltd provides replacement media for the software for 1 year after the purchase.
- 07** MONARCH Ltd does not warrant that the operation or output of the software will be uninterrupted, error-free, accurate, reliable or complete, although during the warranty period we will undertake all reasonable efforts to provide a solution for the error using the resources provided by the Manufacturer over its official product support network. MONARCH Ltd does not provide warranty of any kind, either expressed or implied, that the software is free of defects, merchantable, fit for a particular purpose or non-infringing.
MONARCH Ltd shall not be liable in any manner whatsoever for the defects and quality of the software, or for any sort of loss or damages related to the correctness of plans, calculations, documentations or other output obtained through the use of the software.
In no event shall MONARCH Ltd have any liability for any damages, loss, business interruption or cost of cover arising from or related to the use of the software.
- 08** The use of Software is governed by the relevant Software License Agreement of the Software Manufacturer. By installing, uploading, accessing, accessing or otherwise copying or using all or any portion of the software you agree to be legally bound by the License Agreement. This legal relationship exists between the Buyer and the Manufacturer of the software and not between the Buyer and MONARCH Ltd.
- 09** The Manufacturer grants the Buyer a limited license to install and use the Software in accordance with the applicable Software License Agreement.
Buyer is not permitted to use the software on more workstations than it is specified in the License Agreement, sublicense or transfer the software to third party, decompile or modify the code of the software, use the code or any part of it for anything else than its original intention.
- 10** MONARCH Ltd supplies software and documentation in one of the languages provided by the Manufacturer of the software. Translation or localization is not always available for all languages.
MONARCH Ltd can not guarantee even in the case of a yearly subscription that a newer version of the software is going to be available in the future or that the new version of the software is going to be available in the same language as the previous version.
In the case when the software has been localized or adapted to the Hungarian market by MONARCH Ltd, MONARCH Ltd does not guarantee the completeness of the localization or adaptation of software and/or associated documentation, manuals, installation aids or tutorials.
- 11** MONARCH Ltd offers customer support for the software in case a Customer Support Contract is agreed.
- 12** The terms and conditions of payment are regulated by the specific Payment Terms Agreement between the Parties. In the absence of such an agreement, Buyer agrees to fulfil the payment in cleared funds by the deadline specified on the bill.
MONARCH Ltd retains the ownership of the goods until the payment is fulfilled.
In case of late payment, MONARCH Ltd retains the right to charge the Buyer two times the base rate of the Hungarian Central Bank in addition to the value of any discounts agreed.
In case of non-payment, in addition to legal action, MONARCH Ltd will initiate the withdrawal of the License Agreement with the Manufacturer.
- 13** Any charges payable in case of bank transfer shall be payable by the Buyer in addition to all other charges payable hereunder.