

SERVICES CONTRACT – home inspection

which, on the one hand, is established as **Client**:
address: (tax number:.....)
e-mail:@.....,

and, on the other hand, as **Contractor: Micskei Bernadett EV** (1214 Budapest, Iskola tér 6., VAT number: 56901526-1-43, +36 30 38 555 45, info@homeinspection.hu), together as the **Parties**, they agree on this day to the following terms and conditions.

SUBJECT OF CONTRACT

1. Client orders home inspection for the property.....
(address), land parcel number:

CONTRACT FEE

House inspection up to 150 m²: 200 EUR House inspection up to 150 m²+ legal check: 250 EUR
Flat inspection: 150 EUR Flat inspection + legal check: 200 EUR
Travel cost: 0,25 EUR/km xkm =EUR (there and back) Custom price: EUR

2. So the total fee is:EUR, including all costs, charges and taxes relating to the performance of the contract.

PAYMENT CONDITIONS

3. The **Parties** agree that the **Client** shall pay the fee to the **Contractor** in advance by bank transfer or immediately after the on-site inspection in cash, by immediate bank transfer or by credit card, for which the **Contractor** shall issue an e-invoice to the e-mail address of the **Client**.

DUTY OF THE CONTRACTOR

4. The **Contractor** undertakes to carry out an on-site technical inspection of the above-mentioned property, to hand over the report of the examination and to send the photos of the inspection to the e-mail address of the **Client** specified above within 5 working days.

DUTY OF THE CLIENT

5. It is the duty and responsibility of the **Client** to arrange the date of the site visit with the owner(s) of the property(ies) in advance, and to obtain the consent of the owner(s) of the property(ies) to view the property(ies) and take photographs.

6. The **Client** is responsible for paying the contract fee at the end of the on-site inspection, irrespective of the result of the condition inspection.

ORDINARY TERMINATION OF THE CONTRACT

7. The contract shall terminate when the **Contractor** has performed the tasks specified in the contract and the **Client** has paid the fee specified in the contract.

CONTRACT MODIFICATION

8. The **Parties** may modify this contract by mutual agreement in writing by e-mail at the latest 24 hours before the on-site inspection. Exchange of messages via social media, SMS or Whatsapp shall not be deemed as written modifications.

RIGHT OF WITHDRAWAL AND CANCELLATION

9. The **Client** is entitled to withdraw from the contract after the service has been ordered, but no later than 24 hours before the on-site inspection. In this case, the **Client** shall reimburse the **Contractor** for the necessary and reasonable costs and fees incurred by the **Contractor** up to the time of withdrawal (e.g., but not limited to the fee for the preliminary legal inspection of the property, Land Registry service fees).

10. The **Contractor** may withdraw from the contract after the acceptance of the quotation, but before the on-site inspection.

11. If the **Client** exercises the right of withdrawal within 24 hours prior to the on-site inspection or if the inspection fails for any reason (including for reasons beyond the **Client's** control), the **Client** shall reimburse 50% of the service fee and travel cost (if any and if the **Contractor** has already left for the site).

12. The **Parties** may terminate the contract during the on-site inspection if the inspection of the property is impossible for reasons beyond their control (for example, but not limited to, if the property

owner does not cooperate), in which case the **Client** shall reimburse 75% of the commission fee and travel expenses (if any).

13. After an on-site inspection, the **Client** shall be entitled to terminate the contract, but the **Client** shall reimburse 90% of the commission fee and travel cost (if any).

14. The **Parties** agree to notify the other party in writing by e-mail and preferably by telephone as soon as possible after the occurrence of the hindering event.

LIMITING STATEMENTS

15. **Client** is aware of and accepts the fact that

a) No destructive examinations may be carried out during the on-site inspection. Thus, only a visual inspection is available to assess the technical condition of the property, supplemented, if necessary, by simple instrumental measurements.

b) **Contractor** relies mainly on her senses, theoretical knowledge and professional experience to determine the general condition of the property.

c) As the **Contractor** cannot carry out on-site excavations, it cannot make any or only indirect findings on covered structures (e.g. but not limited to foundations, wall interiors, layering, built-in elements) and inaccessible surfaces (e.g. but not limited to roof surfaces, wall sections facing the neighbor) due to lack of information.

d) The **Contractor** can only make indirect statements about past construction and maintenance work and corrective interventions in the absence of sufficient documentation.

e) Failures can occur at any time in the life cycle of a building, for example after a site inspection or after taking possession.

f) Because of the above limitations, the purpose of the general condition inspection is not to identify all the defects of the property, but to find out when the property was built, under what circumstances, with what attitude, how well maintained it is and, consequently, what future life span it is likely to have.

WARRANTY

16. The **Contractor** informs the **Client** that according to the Hungarian Civil Code (§ 6:163 of Act V of 2013) the warranty period for used properties is 5 years. The seller is liable for defective performance if the property does not correspond to the condition stated in the contract of sale (list of possible defects, attached photographs) or to the quality requirements laid down by regulations.

PRIVACY POLICY

17. For detailed information on the data protection relationship between the **Client** (as data subject) and the **Contractor** (as data controller), please refer to the "Privacy Policy" on the **Contractor's** website (homeinspection.hu). The **Client** declares that she/he had read the **Contractor's** Privacy Policy.

18. The **Contractor** may use photographs taken with own equipment during the on-site visit for educational purposes, provided that the address of the property, the **Client's** and the owners' details are kept confidential.

MISCELLANEOUS PROVISIONS

19. Should any provision of this contract be invalid, this shall not affect the validity of the contract as a whole.

20. In matters not regulated in this Contract, the provisions of the Civil Code shall prevail.

21. The **Parties** shall seek to settle their disputes primarily by negotiation and amicably, failing which they shall submit to the competent court in the place where the Contractor is established.

22. The **Parties** have signed this Contract as if it were in full agreement with their will, in the place and on the date signed below. The Contract is made in two originals, of which each of the **Parties** has received one copy.

Budapest, (year). (month)..... (day)

.....
Contractor Micskei Bernadett EV

.....
Client