

HAFNER Pneumatika Kft.

H-9228 Halászi, Püski út 3.

Tel.: +36-96-210-601

E-mail: hafner@hafner-pneumatika.com

Web: www.hafner-pneumatika.com

The logo consists of a dark blue square with the word "HAFNER" in white, uppercase, sans-serif font centered within it.

HAFNER Pneumatika Kft. – General Terms and Conditions

1. GENERAL PROVISIONS

These General Terms and Conditions (hereinafter: GTC) shall cover the Service Provider's website (<https://www.hafner-pneumatika.com>) and its subdomains (hereinafter together: Website) and the contractual relations established through the Service Provider's Customer Service (via e-mail) or in the personal presence of the parties, provided that the User has accepted these GTC at least by implied conduct. These GTC are accessible only in electronic form on the Service Provider's Website.

These GTC are continuously accessible at the following links.

Website: <https://www.hafner-pneumatika.com/aszf>

Can be downloaded from: <https://www.hafner-pneumatika.com/dokumentumok/pdf/hafner-gctc.pdf>

If the offer or its acceptance, or the individually negotiated contract formally separate from these GTC and the acceptance of these GTC by them is done in writing or electronically, the contract concluded through these GTC shall be considered a written contract.

The language of this Contract shall be Hungarian. If making or the accepting the offer takes place in several languages, the Hungarian text shall prevail, in the absence of which the English text shall prevail for the interpretation of the entire content of the contract.

In connection with the customer page available on the Website and the operation, ordering and delivery process of the online catalogue, as well as in the case of general Customer Service questions, the Service Provider is available to the Users at the following contacts:

HAFNER Pneumatika Hungarian Sales Customer Service

Mobile: +36-30-657-4848

E-mail: sales@hafner-pneumatika.com

The User's general terms and conditions other than these GTC shall become part of the contract between the parties only if and to the extent that all of the following conjunctive terms and conditions are met:

- **the User has clearly stipulated their own GTC during the making or acceptance of the offer and made them available to the Service Provider in advance, and**

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- **the User's GTC do not contain any deviation from these GTC or the individually agreed contract content in a material matter (meaning, in particular, the method, place, time of performance, rules on the delay by either party, rules on the liability of either party, applicable law and jurisdiction/competent court, including the case if the User's GTC contains a material provision that is not part of the Service Provider's GTC at all.)**
- **if the User's own GTC do not contain a provision, according to which the User's GTC must be applied exclusively in the event of a content discrepancy between the User's and Service Provider's GTC.**

The User accepts the General Terms and Conditions of the Service Provider by registering via the online system or, in the absence thereof, by sending a statement for ordering a product or service, at least by implied conduct. If an order for a service is not made through the Service Provider's online system, but the order is made with respect to or with reference to the Service Provider's previous offer and the Service Provider's offer included access to the Service Provider's GTC, then the submission of the order qualifies as acceptance by at least implied conduct, even if the order did not contain an express reference to that effect.

2. DETAILS OF THE SERVICE PROVIDER:

Name of Service Provider: HAFNER Pneumatika Termékgyártó, Kereskedő és Szolgáltató Korlátolt Felelősségű Társaság (HAFNER Pneumatika Product Manufacturer, Trader and Service Limited Liability Company) Short name: HAFNER Pneumatika Kft.

Registered address of the Service Provider: H-9228 Halászi, Püski út 3.

Contact details of the Service Provider, e-mail address regularly used for contacting the Users of its services: sales@hafner-pneumatika.com

Company registration number: 08-09-002042

Tax number: HU10579785

Name of the registering authority: Győr Regional Court as court of registration

Phone number: +36-96-210-601

3. DEFINITIONS

User: shall mean any legal person who has contacted the Service Provider based on a request for a quote or professional information, an order for a product or service, or a request from the Service Provider. Users who register on the customer page available on the Website or subscribe to any newsletter or training list via the Service Provider's online system shall also be considered Users. The Service Provider engages only in B2B business relations and doesn't directly serve individuals. The Service Provider reserves the right to limit the User's payment and delivery methods even arbitrarily, or to completely deny service and delete their registration.

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Service Provider: shall mean the legal entity that performs sales through Customer Service and e-commerce service (online catalogue and customer site operation) that provides these services for the purpose of selling a product or service.

Online catalogue: A catalogue containing the products sold by the Service Provider and their descriptions, as available on the Service Provider's Website.

4. PRICES AND PRODUCTS

4.1 The products displayed in the online catalogue can be ordered on the online customer page or at the Customer Service via e-mail.

4.2 The prices shown next to the products in the online catalogue are net prices; that is, exclusive of VAT. However, when summarizing the order and on the order confirmation made in the official PDF format, the Service Provider shall indicate the rate of value added tax and the total gross price according to current legislation.

4.3 The Service Provider reserves the right to change the price; this shall not apply to orders already placed.

4.4 The prices listed in the online catalog are only valid for orders above the minimum order value, as per point 5.3.

4.5 Goods and services are considered divisible in all cases if each ordered good or service has a separate article number or can be ordered separately. Partial invoicing based on eventual partial performance shall be allowed for the Service Provider.

4.6 The payment terms, payment method and payment deadline are displayed in the payment interface of the Website, as well as in the actual order confirmation and the invoice.

4.7 In the event of late payment, the Service Provider reserves the right to charge default interest in accordance with the applicable legislation and to take appropriate legal steps to recover its receivables (especially and if statutory conditions are met: initiating payment order procedure or litigation, initiating liquidation proceedings). In the case of a contract between enterprises, the rate of default interest - unless the parties otherwise agree - shall be the Hungarian central bank base rate valid on the first day of the calendar half-year affected by the delay, increased by eight percentage points. This shall be applied to the

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entire calendar semester, and then in the event of a new calendar semester, the Hungarian central bank interest rate valid on the first day plus 8%. The Service Provider shall also be entitled to claim a lump-sum collection cost in accordance with Hungarian Act IX of 2016.

4.8 Withholding of any payment obligation or set-off of any counterclaims by the User shall only be possible following prior consultation with and consent from the Service Provider.

4.9 In the online catalogue available on the Website, the Service Provider indicates in detail the name and description of the product, and displays a photo of the product. The images displayed on the product data sheet may differ from the actual ones and may be included as illustrations only. The Service Provider shall not be responsible for any difference due to the image appearing in the online catalogue and the actual appearance of the product.

4.10 If a special price is introduced, the Service Provider shall fully inform the Users about the special offer and its exact duration.

5. ORDER PROCEDURE

5.1 Orders placed directly through Customer Service, in the interest of ensuring flexible administration, shall take place in a mutually agreed or established way via e-mail between the User and the Service Provider, taking the principles of business ethics into account.

5.2 Steps in the online ordering process:

- a)** After completing the registration process, the User shall log in to their personal customer page available on the Website.
- b)** The User shall set the number of products to be purchased.
- c)** The User shall add the selected products to the cart, which can be viewed at any time by clicking on the "cart" icon.
- d)** If the User wants to add another product to the cart, he shall select the "continue shopping" button. If you do not want to buy another product, check the number of products you want to buy; you can change the number of items in the cart if necessary. You can delete items in the cart or the entire contents by clicking on the "delete - X" icon.
- e)** There is no possibility to place an order until reaching the minimal order value, however there is a possibility to ask for quotation from our Distributors.

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5.3 The Service Provider reserves the right to invoice the User for the costs of packaging and delivery, which is included in the order confirmation and the invoice.

Additional terms and conditions for shipping costs are available at the following link:

https://www.hafner-pneumatika.com/dokumentumok/pdf/HAFNER_Pneumatika-shipping_costs.pdf

5.4 If there is an error or deficiency in the products or prices in the online catalogue, the Service Provider reserves the right to make corrections. In such a case, the Service Provider shall inform the User of the new data immediately after recognizing or correcting the error. The User may then re-confirm the order or request a new quote, or it is possible for either party to withdraw from the contract without giving reasons.

5.5 By clicking the submit order or request for quotation, the User can submit their order or request for a quote, but before that they can check the entered data again, and submit a comment with their order/request for quote, or indicate any other wishes related to the order to the Service Provider via e-mail.

5.6 In order to correct data entry errors, the User can always return to the previous step, where they can correct the entered data, before completing the order/request for quote process.

5.7 The User will receive a confirmation e-mail after submitting the order. If this confirmation is not received by the User within the expected time limit, depending on the nature of the service, but no later than within 48 hours from the submission of the User's order, the User shall be released from the binding effect of the offer or the contractual obligation. The order and its confirmation shall be deemed to have been received by the Service Provider or the User when it becomes available to them. The Service Provider excludes its liability for the confirmation if the confirmation does not arrive on time because the User provided an incorrect e-mail address during registration or is unable to receive a message due to a stack in the storage space belonging to their account.

5.8 If a request for a quote is chosen, the Service Provider makes an offer to the User, so the contract is concluded when the User makes a statement of acceptance for the offer given by the Service Provider.

6. PROCESSING AND PERFORMANCE OF ORDERS/REQUESTS FOR QUOTES

6.1 Orders/requests for quotes (hereinafter jointly: user statements) shall be processed during the business hours published on the Website's Contacts menu item. User statements may be submitted outside the business hours indicated above, but in this case the statement will be processed on the working day

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following the submission. In all cases, the Service Provider's Customer Service shall confirm electronically when it can fulfil the order/request for a quote. If necessary, the Customer Service will initiate a telephone consultation with the Customer.

6.2 The delivery deadline depends on the nature of the products ordered and the production time required. The date of dispatch of the package shall be displayed in the order confirmation.

The service provider typically delivers the products stored in its own warehouse the next working day. Delivery times may typically be 1 to 15 days (depending on the nature of the product).

6.3 The delivery deadline shall be 60 days, unless the Service Provider has not specified a different deadline in the individual offer or on the ordering interface of the Website.

6.4 The Service Provider shall not be liable for any change in the ordered product, any related technical specifications, descriptions, or suppliers without prior notice for reasons beyond its control. The Service Provider reserves the right to reject already confirmed orders in part or in full.

6.5 The final amount to be paid as the consideration for the service, the summary of the order, shall be displayed in detail in the order confirmation. The delivery document, which is an invoice or delivery note, shall be included in the package.

6.6 The User shall be required to inspect the package upon receipt in the presence of the courier and to request a report in the event of any damage to the products or the packaging. In the event of damage, the User is not obliged to receive the package. Subsequent complaints without a report will not be accepted by the Service Provider. The packages will be delivered on working days between 8 am and 5 pm.

7. WARRANTY FOR DEFECTS FOR NON-CONSUMER USERS

7.1 The provisions of Section 7 and its sub-sections shall apply to contracts concluded with a User not qualifying as Consumer.

7.2 The Service Provider reserves the right to make design changes, as well as technical and performance data changes where these changes serve technical progress. The Service Provider shall provide the User with information on such changes and the termination of the production of the products within a reasonable time.

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7.3 Warranty period for HAFNER valves manufactured by HAFNER Pneumatika: 2 years.

Warranty period for all other HAFNER Pneumatika products: 1 year.

Products disassembled or broken up by the User shall not be covered by the warranty for defects.

7.4 In order to maintain the warranty for defects, the operating conditions specified by the Service Provider must be observed. The operating conditions of the valves manufactured by the Service Provider are available at this link: <http://www.hafner-pneumatika.com/dokumentumok/pdf/hafner-warranty-terms.pdf>

7.5 HAFNER Pneumatika reserves the right to charge an inspection fee in the event of an unfounded complaint.

7.6 The Service Provider shall not be liable for damage resulting from natural wear and tear, as well as for damage caused by incorrect or careless handling, excessive use, or effects other than those specified, or other improper use of the products after the transfer of the risk of damage.

8. COMPLAINT HANDLING PROCEDURE

8.1 The purpose of the customer page available on the Website and the sales Customer Service is to fulfil all orders in the appropriate quality, to the complete satisfaction of the Customer. If the User still has a complaint in connection with the contract or its performance, he may file a complaint with the Service Provider via email to sales@hafner-pneumatika.com as specified in these GTC or by letter.

8.2 The Service Provider shall immediately investigate the oral complaint and remedy it if necessary. If the Customer does not agree with the handling of the complaint, the Service Provider shall immediately draw up a report on the complaint and its position on it, and provides the User with a copy thereof. If it is not possible to investigate the complaint immediately, the Service Provider shall draw up a report on the complaint and provide a copy to the User.

8.3 A written complaint shall be answered in writing by the Customer Service within 30 days. It shall state the reasons for rejecting the complaint. It shall keep a copy of the reply for a period of 5 years and shall present it to the inspection authorities upon request.

9 COPYRIGHTS

9.1 The Service Provider's Website and certain content elements are considered copyrighted works; it is prohibited to download (reproduce), redistribute to the public, otherwise use, electronically store, process

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and sell the content appearing on the Website without the written consent of the Service Provider. The Service Provider reserves all rights (including, in particular, rights related to copyright or industrial property rights) in relation to the Website, any part thereof and the content appearing on it, as well as the distribution of the Website. It is prohibited to download, electronically store, process and sell or otherwise use the content or any part thereof appearing on the Website without the written consent of the Service Provider, apart from the exceptions set out in Section 9.6.

9.2 Any material may be taken over from the Website and its database only with written consent, with reference to this Website.

9.3 The Service Provider reserves all rights to all elements of its service, its domain names, the secondary domain names formed with them and the Internet advertising spaces.

9.4 Adaptation or reverse engineering of the content or parts of the Website; unfair creation of User IDs and passwords; use any application that modifies or indexes the Website or any part thereof shall be prohibited.

9.5 The name hafner-pneumatika.com is protected by copyright; its use, except for reference, shall only be possible with the written consent of the Service Provider.

9.6 The User shall not acquire any rights related to the intellectual works on the 3D models, drawings and descriptions provided by the Service Provider with the purchased product; these shall not be the subject of the sale contract. The User may use these intellectual works to the minimum extent necessary to achieve the purpose of the sales contract.

9.7 The User hereby takes note that, in the event of use without a licence, the Service Provider shall be entitled to a contractual penalty. The amount of the contractual penalty shall be HUF 60,000 gross per image and HUF 20,000 gross per word. The User takes note that this contractual penalty is not excessive and browses the site with this in mind. In the event of a copyright infringement, the Service Provider uses a notarial fact certificate, and it shall also pass on the fee for its preparation to the infringing User.

10 CONFIDENTIALITY

10.1 The User shall be obliged to keep all information and business secrets related to the actual price offer and the fulfilment of the order strictly confidential. The Service Provider may not transfer or otherwise make available any information, documents, documentation, drawings, diagrams or other documents to third parties without the express consent of the Service Provider.

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10.2 The Service Provider shall also treat the User's data and documents confidentially. The Service Provider shall inform the User about the processing of personal data via a separate Privacy Notice. The Privacy Notice is available at the following link:

https://www.hafner-pneumatika.com/dokumentumok/pdf/HAFNER_Pneumatika-GDPR_EN.pdf

11 FINAL PROVISIONS

11.1 Issues not regulated in these GTC and the interpretation of these GTC shall be governed by the provisions of the Hungarian law, in particular Act V of 2013 on the Civil Code (hereinafter: the Civil Code) and Act CVIII of 2001 on certain aspects of electronic commerce services and information society services (Elker. Act). The mandatory provisions of the relevant Hungarian legislation shall apply to the parties without any special stipulation.

11.2 The Service Provider shall be entitled to use a contributor to comply with its obligations. The Service Provider shall be liable for the activity of the contributor in the same way as it had acted itself.

11.3 If any part of these GTC becomes invalid or unenforceable, this shall not affect the validity and enforceability of the remaining parts.

11.4 If the Service Provider does not exercise its right under these GTC, the failure to exercise the right shall not be considered a waiver of that right. Waiver of any right shall be effective only upon express written notice to that effect. The fact that the Service Provider does not strictly adhere to any of the essential conditions or stipulations of these GTC on an ad hoc basis does not mean that it waives its right to adhere strictly to the given condition or stipulation at a later date.

11.5 The Service Provider and the User shall seek to settle their disputes amicably. If this fails, the jurisdiction of the District Court of Mosonmagyaróvár shall be stipulated for lawsuits within the competence of the district court. In the case of lawsuits within the competence of a Regional Court, the Parties stipulate the jurisdiction of the Regional Court of Győr. In disputes involving a foreign element, the parties stipulate the jurisdiction of the aforementioned courts.

12.2 These GTC shall be effective as of 01.06.2024 and remain in force until revoked.

The Service Provider shall be entitled to amend these GTC unilaterally, however, the amendments shall not apply to contracts already concluded.