



General Terms and Conditions of Supply

1. Basic Concepts, General Provisions

The scope of these General Terms and Conditions of Supply (hereinafter referred to as: GTCS) covers the legal relationships established between the Customer and the Supplier. In the case of individual agreements concluded between the Customer and the Supplier (such as quality assurance agreements and their respective amendments and supplements), the provisions of the GTCS shall apply only insofar as the specific agreement does not contain terms deviating from the GTCS.

The GTCS is available to the Supplier at the following link:

https://hafner-pneumatika.com/media/2e/3b/44/1750668006/HAFNER_Pneumatika_General_Terms_and_Conditions_for_Supply.pdf

Acceptance of the GTCS may occur through signing the document or via a declaration by email. The Customer does not acknowledge any terms from the Supplier that are contrary to the Customer's procurement terms unless the Customer has explicitly agreed to their validity in writing.

2. Conditions and Acceptance of the Order

Unless a specific agreement differing from the provisions of the GTCS is concluded between the Customer and the Supplier, the Supplier is obliged to confirm the order in writing (e.g. via email) within 3 working days of receiving it. If the Supplier fails to confirm the order within 3 working days of its receipt, the Customer shall consider that the Supplier has accepted the GTCS as well as all terms specified in the order.

3. Delivery Terms

The Supplier is obligated to meet the delivery deadline specified in the order. The Supplier must immediately notify the Customer in writing if circumstances arise or become known that may prevent the fulfilment of the delivery deadline and/or the ordered quantity as stated in the order. A delay in delivery is defined as exceeding the delivery deadline specified in the order by more than 3 working days. If the delay is attributable to the Supplier, the Customer is entitled to claim a penalty for delay. The amount of this penalty is a defined percentage of the net order value, in accordance with the length of the delay: 1% per day of delay, up to a maximum of 10%. The Supplier accepts that the payment of a penalty does not exempt it from further liability for damages. If the expected delay by the Supplier jeopardizes the Customer's ability to fulfil its other contractual obligations, the Customer is entitled to withdraw from the contract. The Customer's right of withdrawal set out in this section does not affect its right to claim compensation for damages resulting from the Supplier's delay.

4. Technical and Quality Assurance Requirements

If the documentation provided by the Customer to the Supplier (such as technical drawings) does not explicitly define all characteristics of the ordered product, the technical and quality assurance conditions set out in this section shall apply to the legal relationship between the Customer and the Supplier. Exceptions are only allowed where specific provisions in individual agreements between the Customer and the Supplier state otherwise.

Unless a separate agreement is concluded between the Customer and the Supplier regarding raw materials and auxiliary materials, the general standards applicable to such materials shall be followed.

For raw materials, the Supplier must always provide a 3.1 certificate of compliance issued by an expert in accordance with EN 10204, attached as an annex.

For auxiliary materials, the Supplier is required to make the relevant safety data sheet available to the Customer.

The Supplier is obliged to use environmentally friendly packaging in accordance with the EU Regulation 2025/40 of the European Parliament and of the Council, and current environmental protection regulations.

4.1 Delivery Condition, Cleanliness of Parts

The Supplier agrees that all ordered products must be delivered free from production residues and other contaminants. (The presence of, for example, metal shavings, lubricants, or other pollutants is not permitted.)

The packaging of the ordered products must ensure their cleanliness, integrity, and protection from damage.

If the Supplier uses packaging that does not comply with the EU Regulation 2025/40 of the European Parliament and of the Council, and current environmental regulations, the Customer is entitled to return such packaging to the Supplier, who shall bear all associated return costs.

The Supplier must in all cases provide the ordered product together with documentation that complies with the applicable legal requirements.

4.2 Quality Assurance Requirements

The ordered products must comply with the applicable requirements for the respective product category:

- For standard products, the relevant standards and regulations shall apply.
- For non-standard products, the specifications of HAFNER Pneumatika Kft. are applicable. These are defined in the technical drawings and other technical specifications provided to the Supplier, as well as in the document titled "SZ-F3-0007 HAFNER Pneumatika Kft – Technical Specifications for Suppliers." The document "SZ-F3-0007 HAFNER Pneumatika Kft – Technical Specifications for Suppliers" is available at the following link: https://hafner-pneumatika.com/media/64/cb/1b/1747122918/HAFNER_Pneumatika_Technical_Specifications_for_Suppliers.pdf



- In the case of a specific product that does not fall into one of the above categories, the product must comply with the documentation agreed between the Customer and the Supplier, by both parties.

For items ordered with a drawing number, all requirements specified in the drawing must be strictly observed.

In the absence of a separate agreement between the Customer and the Supplier, the applicable version of the standard in force at the time the order is placed must be applied to the ordered products.

Upon the explicit request of the Customer, the Supplier is obliged to perform comprehensive inspections of the designated ordered products and apply process control using statistical methods to verify the reliability of its manufacturing activities.

The Supplier is required to retain all documentation related to the ordered products for 36 months following delivery and must present them to the Customer upon request at any time during this period. Upon request by the Customer, the Supplier must carry out First Article Inspection based on the Customer's requirements or in accordance with the currently valid edition of VDA or PPAP. The production series may only commence after the initial sample has been approved.

If requested by the Customer, the Supplier must issue an inspection certificate in accordance with EN 10204 standard (types 2.1, 2.2, or 3.1).

The Customer and the Supplier must conclude a separate agreement regarding the costs associated with initial sampling.

If the ordered product does not comply with the specifications stated in the technical documentation, the Customer is entitled to reject not only the non-conforming product but also all other products from the same production batch, and the Supplier shall bear all resulting costs.

5. Tools

All tools produced by the Supplier at the Customer's expense shall become the exclusive property of the Customer upon payment. These tools must be clearly and permanently marked by the Supplier as the property of the Customer. Upon request, the Supplier shall provide photographic documentation regarding the storage and labelling of the tools.

The Supplier is obliged to return the tools to the Customer in the following cases:

- upon termination of the contract,
- upon written request from the Customer,
- if further use of the tools becomes impossible.

The return must take place to the address specified by the Customer, in undamaged condition, within 10 working days from the Customer's written notice.

The Supplier undertakes to use the tools exclusively for the production of products ordered by the Customer.

6. Breach of Contract

If the product delivered by the Supplier does not meet the quality requirements stipulated by law, the agreement between the Customer and the Supplier, these General Terms and Conditions of Supply (GTCS), or other applicable regulations at the time of transfer to the Customer, this shall constitute defective performance.

In the case of defective performance, the Customer is entitled to exercise its warranty rights: to request repair or replacement, and if these are not feasible, to demand a price reduction or withdraw from the contract.

If the Supplier fails to deliver the goods, or part thereof, within the deadline defined in the order – which constitutes an essential element of the contract – or breaches or fails to comply with any condition of the order, the Customer shall have the right to terminate the entire order or any part thereof in writing, in accordance with the applicable laws, at the earliest possible time. Such termination shall not affect the Customer's right to claim compensation for damages resulting from the Supplier's breach of contract.

Unless otherwise agreed in the contract, in case of breach of contract, the Customer is entitled to a one-time contractual penalty amounting to 5% of the order value.

Any of the following cases – though not limited to these – shall be considered a breach of contract between the Customer and the Supplier:

1. Failure to meet delivery deadlines without prior coordination or approval.
2. Delivered products or services do not meet the quality requirements or technical specifications stipulated in the contract.
3. Quantity deviations from the order without prior written approval.
4. Incorrect or incomplete provision of required accompanying documents (e.g., delivery note, quality certificate, customs documents).
5. Failure to return tools or equipment owned by the Customer within the specified deadline.
6. Breach of confidentiality obligations, especially the unauthorized disclosure of confidential information to third parties.
7. Failure to fulfil warranty or guarantee obligations.
8. Engaging subcontractors without the Customer's prior written consent.

Any of the above instances – without limitation – may result in immediate termination of the contract.

7. Code of Ethics

By signing the contract or accepting the Customer's first order, the Supplier automatically acknowledges and considers the Supplier Code of Ethics issued by the Customer as binding. The Supplier Code of Ethics is available in electronic form on the Customer's official website, or it can be provided in writing upon request.



The Supplier is obligated to familiarize itself with and comply with the provisions of the Supplier Code of Ethics, and to ensure that its employees and subcontractors responsible for compliance are also in conformity with its requirements.

Failure to accept the Supplier Code of Ethics constitutes grounds for disqualification from establishing a business relationship with HAFNER Pneumatika Kft.

The Supplier Code of Ethics can be found on the HAFNER Pneumatika Kft. website:

https://hafner-pneumatika.com/media/0c/16/d8/1747115841/HAFNER_Pneumatika_Supplier_Code_of_Ethics.pdf

8. Confidentiality

The Supplier is required to treat all information and business secrets arising in connection with any quotation and the fulfilment of the order as strictly confidential. Without the express consent of the Customer, the Supplier may not disclose or make accessible any information, documents, drawings, diagrams, or other materials to third parties.

Likewise, the Customer shall treat the Supplier's data and documents as confidential.

Information regarding the processing of personal data is provided to the User by the Service Provider through a separate Privacy Notice.

The Privacy Notice is available at the following link:

https://hafner-pneumatika.com/media/d1/5c/13/1723032754/HAFNER_Pneumatika_GDPR_EN.pdf

The Supplier accepts the Regulation (EU) 2016/679 of the European Parliament and of the Council and that the Customer processes the data in accordance with this Regulation.

9. Miscellaneous Provisions

For matters not regulated in these General Terms and Conditions of Supply (GTCS), the provisions of Hungarian law shall apply, with particular reference to Act V of 2013 on the Civil Code.

If any part of these GTCS becomes invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. The contracting parties undertake to replace any invalid provision with a regulation that best reflects their economic interests within the framework of their legal relationship.

The place of performance shall be the location specified as the destination/receiving location in the order. If the place of performance is not indicated, the place of performance shall be the Customer's registered office.

The Customer and the Supplier shall attempt to resolve any disputes amicably. In the event that this is unsuccessful, for disputes falling under the jurisdiction of district courts, the Parties agree to the exclusive jurisdiction of the Mosonmagyaróvár District Court.

For disputes falling under the jurisdiction of regional courts, the Parties agree to the exclusive jurisdiction of the Győr Regional Court.

In legal disputes involving foreign elements, the Parties agree to the jurisdiction of the aforementioned courts.

If the Customer does not exercise a right to which it is entitled under these GTCS, such failure shall not be considered a waiver of that right. Any waiver of rights shall only be valid if expressly declared in writing.

These General Terms and Conditions of Supply shall enter into force on June 6, 2025, and shall remain in effect until revoked. The Customer reserves the right to unilaterally amend these terms; however, any modifications shall not apply retroactively to contracts already concluded.

Halászi, 23.06.2025