

HAFNER Pneumatika Kft.

H-9228 Halászi, Püski Street 3.

Phone: +36-96-210-601 | Fax: +36-96-210-615

E-mail: ertekesites@hafner-pneumatika.com

Web: www.hafner-pneumatika.com



HAFNER Pneumatika Kft. – General Contract Terms and Conditions

This document is not being filed, it is implemented only in electric form, it is not qualified as a written contract, it is written in Hungarian language and does not refer to any code of conduct. In case of any questions regarding the client page available on the website, about the operation of the online catalogue, about your order or delivery process, and in case of general customer service issues, we are available at the following contacts:

Sales Customer Service of HAFNER Pneumatika in Hungary

Phone: +36-96-573-012

Fax: +36-96-210-615

Mobile: +36-30-600-9459

E-mail: ertekesites@hafner-pneumatika.com

This General Contract Terms and Conditions (hereinafter: GCTC) applies for legal relationships exercised through the customer service of the Provider, on the webpage (<http://www.hafner-pneumatika.com>) of the Provider and on and its subdomains.

This GCTC is constantly available on the following link:

Webpage: <http://www.hafner-pneumatika.com/aszf>

It can be downloaded from the following link:

<http://www.hafner-pneumatika.com/dokumentumok/pdf/hafner-aszf.pdf>

HAFNER Pneumatika is bound by any other different conditions of the User only in case it had accepted them in writing. Conditions that are not set in the following, or that differ from it, are stated in the particular offer or in the confirmation of the order (delivery deadline, discount, method of delivery, other information).

User accepts the General Contract Terms and Conditions of Provider by ordering and taking over the product, and by registering through the online system.

1. DATA OF PROVIDER

Name of Provider: HAFNER Pneumatika Producer Distributor and Service KFT

HAFNER Pneumatika Kft.

H-9228 Halászi, Püski Street 3.

Phone: +36-96-210-601 | Fax: +36-96-210-615

E-mail: ertekesites@hafner-pneumatika.com

Web: www.hafner-pneumatika.com



Short name: HAFNER Pneumatika KFT

Registered seat of Provider: H-9228 Halászi, Püski Street 3.

Contact details of Provider:

Regularly used electronic mail address for keeping contact with customers:

ertekesites@hafner-pneumatika.com

Company registration number: 08-09-002042

Tax number: 10579785-2-08

Name of registering authority: Court of Law of Győr, as Court of Registration

Phone: +36-96-210-601

Data protection registration number: NAIH-77170/2014

Language of contract: Hungarian

Web hosting provider: Archi-Host KFT | Webpage: <http://archi-host.net> | Phone: +36-30-336-1872 | E-mail: info@archi-host.net | Mailing address: Archi-Host KFT, H-4145 Csökmő, Vadvirág Street 22. | Server Room Address: 1108 Budapest, Kozma Street 2.

2. DEFINITIONS

User: the private person or the enterprise that, gets in contact with HAFNER Pneumatika, either the way through its request to get an offer or professional information, or because of its order, or the way HAFNER Pneumatika initiates communication with it.

The contacts that register on the client page available on the webpage of HAFNER Pneumatika or sign up for any newsletter or training list of HAFNER Pneumatika are also qualified as Customers.

Provider: the legal person that performs selling through customer service and provides electronic commercial service (operating the online catalogue and the client page).

3. BASIC PROVISIONS

3.1. In case of issues not regulated in this Code, and for the interpretation of this Code, Hungarian Law is normative, especially the related regulations of the V. Law of 2013 concerning Civil Code and the CVIII. Law of 2001 concerning electronic commercial services and certain aspects of services related to information society, and the 45th Government Order of 2014 (26.02) concerning detailed regulation of contracts between customers and enterprises. The mandatory provisions of the related legislation are normative for the parties without any specific clause.

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3.2. HAFNER Pneumatika declares that it owns all official and operational authorizations and conditions necessary for its production and distribution activity.

3.3. This Code is valid from the 8th September 2014 and remains in force till its withdrawal. Provider has the right to modify the Code unilaterally. Provider announces modifications on its websites 11 (eleven) days before their entry into force. By contacting the customer service and by using the webpages, Users accept that all regulations of the Code automatically apply for them.

3.4. User, in case of entering the webpage of the online catalogue operated by the Provider or in case of reading its content in any way, even if he is not a registered user of the online client webpage, acknowledges the content of the Code as obligatory for himself. In case the User does not accept the conditions, he is not entitled to view the content of the online catalogue and the webpage.

3.5. Provider reserves all rights concerning the webpage, and concerning the dissemination of any part or any content of the webpage. It is prohibited to download, to store electronically, to process or to sell the content of the webpage, whole or in part, without the written approval of the Provider.

4. PRICES AND PRODUCTS

4.1. Products displayed on the online catalogue can be ordered on the online client page and through customer service.

4.2. The prices displayed next to the products in the online catalogue apply for the shipment from the warehouse of HAFNER Pneumatika and do not include VAT (value-added tax) that is ordered in legislation. However, when summarizing the order, and in the official confirmation of the order prepared in PDF format, we indicate the sum including VAT too.

4.3. In case the base of the price calculation changes, HAFNER Pneumatika reserves the right to change the price, about which it provides appropriate information for the Customer.

4.4. HAFNER Pneumatika is allowed to issue a partial invoice for a partial delivery.

4.5. Payment conditions are stated in the particular confirmation of order and in the invoice.

4.6. In case of payment delay, HAFNER Pneumatika reserves the right to charge a default interest according to the legislation in force, and to take appropriate legal actions in order to recover its outstanding balance. The measure of the default interest, in case the parties do not agree otherwise, is

Page: 3 / 15

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the value of the basic rate of the central bank valid on the first day of the calendar half the delay is concerned, increased with 8 percentage point. This should be applied for the given calendar half, and on the first day of the next half is should be recalculated again, with the valid basic rate of the central bank + 8%.

4.7. The retention of any payment obligation or the compensation of a possible cross claim on the behalf of the Customer is possible only after preliminary agreement and approval of HAFNER Pneumatika.

4.8. In the catalogue available on the webpage, Provider displays the name of the product, the description of it in details, and displays its photograph. The photos on the data sheet of products can differ from the actual one, they serve as illustration. We do not take responsibility for the possible differences between the catalogue displayed in the online catalogue and the actual appearance of the product.

4.9. In case a discount price is implemented, Producer informs Users fully about the promotion and its exact duration.

5. ORDER PROCESS

ORDERING DIRECTLY THROUGH CUSTOMER SERVICE

Ordering directly through customer service, in order to ensure flexible administration, is executed in the mutually agreed and formed way between Customer and HAFNER Pneumatika, taking into consideration the basic ethics of business.

ORDERING ON THE ONLINE CLIENT PAGE

5.1. After finishing registration process, the User logs in on his personal client page available on the website.

5.2. User sets the number of items he intends to purchase.

5.3. User puts the chosen product into the basket that he can view any time by clicking on the "basket" icon.

5.4. In case the User intends to put more items into the basket, he selects the "continue shopping" button. In case he does not intend to purchase more products, he checks the item number of the product

Page: 4 / 15

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to be purchased, and in case it is necessary, he modifies in the basket. User can delete the items or the whole content of the basket by clicking on the "X" icon.

5.5. HAFNER Pneumatika reserves the right to invoice the shipment and packaging fee to the Customer. The sum of the fee is stated in the confirmation of the order and the invoice.

In case of a price offer, the information about the shipment fee is indicative.

Conditions regarding shipment costs:

In case of order value from 25.000 HUF net, HAFNER Pneumatika ensures free home delivery. In case of order value below 25.000 HUF net, shipment fee is 1.500 HUF net. The cost for the c.o.d. is 900 Ft.

5.6. In case there is an error or omission at the products of prices on the online catalogue, HAFNER Pneumatika reserves the right for correction. In a case like this, after the recognition and correction of the error we inform the Customer immediately about the new data. After this, Customer can confirm one more time his order/offer request, or there is a possibility of terminating the contract on behalf of any party.

5.7. After setting data, User choses the type of project that can be an offer request or an order.

5.8. User can send his offer request or order by clicking on the "sending project" button. Before that he has the opportunity to check the data he set one more time, and he can send comments regarding his offer request/order or he can indicate his other request regarding his order via e-mail.

5.9. In case of any data input error, User can always return to the previous phase before closing the order/offer request process, where he can correct the data set.

5.10. User receives a confirmation e-mail after the order. In case User does not receive this confirmation in a reasonable deadline that can be expected based on the type of service but in 48 hours the latest after submitting the order, User is exempted from the obligation of the offer or the contractual commitment. The order and its confirmation can be considered to be received by Provider or to User when it becomes available for it. Provider disclaims confirmation liability, in case confirmation is not received in time because the User gave a wrong e-mail address when registering or in case he can not receive e-mails because the storage place of his mail account is full.

5.11. In case of an offer request project, the Provider sends an offer for the User, thus the contract is concluded when the User declares the acceptance of the offer.

6. THE PROCESSING AND FULFILLMENT OF ORDERS/ OFFER REQUESTS

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6.1. The processing of orders and offer requests (hereinafter: projects) takes place within business hours. There is a possibility of submitting project outside of the given hours for project processing. In case this happens after working hours, it is getting processed on the next working day. The customer service of Provider always sends an electronic confirmation about when they can fulfill your order/offer request. It indicates agreement via phone if it is necessary.

6.2. Delivery deadline depends on the ordered components and the necessary production time. Stock products are usually delivered on the following working day. Delivery deadline can be 1-15 days depending on components.

6.3. In case Provider and User did not agree on the exact time of delivery, Provider is obliged to deliver according to the contract by the time or within the time defined in the notice of the User, or in lack of notice, within 30 days the latest after receiving the order.

6.4. Provider disclaims liability for potential changes of technical information and the brochures caused by suppliers or any other reasons beyond its control. Provider reserves the right to reject already confirmed orders fully or in part. A partial delivery can take place only after the agreement with the User.

6.5. The confirmation of the order includes the final payment sum of the project and the summary of the order in detail. The shipment document, which is either the invoice or the delivery note, is to be found in the package. The information about the right of withdrawal can be downloaded from the link below:
<http://www.hafner-pneumatika.com/dokumentumok/pdf/hafner-elallasi-jog-nyilatkozat.pdf>

User is obliged to examine the package in front of the courier, and in case of noticing a possible damage on it, to ask for recording a protocol. In case of damage he is not obliged to take over the package. Provider does not accept a subsequent claim without a protocol. Packages are delivered between 8 am and 5 pm on working days.

7. RIGHT OF WITHDRAWAL

7.1. According to the 2011/83/EU directive of the Parliament and the Council of Europe, and according to the 45/2014. (II.26.) Government Order concerning detailed provisions of contracts between customers and an enterprises, User can terminate the contract without any reasoning within 14 days after receiving it, and he can send back the ordered product. In case of lack of this information, User has the right to exercise the right of withdrawal for 1 year.

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The information about the right of withdrawal can be downloaded from the link below:

<http://www.hafner-pneumatika.com/dokumentumok/pdf/hafner-elallasi-jog-nyilatkozat.pdf>

7.2. The deadline of the possibility of exercising the right of withdrawal expires 14 days after the day on which the User or the third person delegated by him, not the same as the transporter, receives the product.

7.3. The cost of the returning of the product is required to be paid by the Customer, the Producer disclaims liability for this cost.

7.4. In case of exercising the right of withdrawal, the User is not charged any other fees above the cost of returning the product however, Provider can claim the compensation of material damage caused by improper use of the product.

7.5. User is not allowed to exercise the right of withdrawal in case of a product that is not prefabricated but was produced according to the instructions or the explicit request of the User or in case of a product that was clearly custom-made for the User.

7.6. According to legislation, Provider refunds the paid amount of money, including shipment fee, to the User immediately, but 14 days after the returning of the product the latest.

7.7. During the refund the same payment method is applied as at the one when purchasing the product, unless the User directly approves another method. The application of this payment method can not cause any extra costs for the User.

7.8. User is obliged to return the product by post or by leaving it on at the address of the Provider without any unreasonable delay, but not later than 14 days after the date of sending the notice about the withdrawal to the Provider.

7.9. User complies with the deadline in case he sends backs or leaves on the product(s) before the expiration of the 14 days.

7.10. User bears only the direct cost of return in the product, unless Producer took over the cost.

7.11. User is accountable for the value decrease of the products, only in case it was caused by different handling of the products than what should have been appropriate according to the type, attributions and the operation of the products.

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7.12. The refund can be retained by the Provider as long as it received the product(s) or the User provided an evidence for having sent them back. From the above two date, the earlier one has to be taken into consideration.

7.13. In case the User intends to exercise the right of withdrawal, he can indicate this either in writing on one of the contacts of the Provider (even with the help of the attached data sheet), or on the phone. In case of a written notice sent to the mailing address, we take into consideration the date of posting. In case of noticing the intention by phone, we take into consideration the date of the phone call. In case of postal notice Provider accepts the notice in case it is sent as registered mail or as a package. The ordered product can be returned by post by courier.

7.14. User is required to pay particular attention to use the product properly, because the refund costs of damages caused by improper use are charged to the User. Within 14 days after the return of the product Provider refunds the purchase price of the product, together with the shipment fee, to the bank account given by the User.

7.15. The 45/2014. (II.26.) Government Order about detailed provisions concerning contracts between customers and enterprises is available on the following link:

http://njt.hu/cgi_bin/njt_doc.cgi?docid=167547.260043

7.16. The 2011/83/EU directive of the Parliament and the Council of Europe is available on the following link:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2011:304:0064:0088:en:PDF>

7.17. User can contact Provider with any other claim of his on the contacts available in this Code.

7.18. The right of withdrawal does not apply for an enterprise, i.e., a person that acts in the course of his profession, his self-employment or his business activity.

8. WARRANTY, GUARANTEE

8.1. HAFNER Pneumatika reserves the right to implement construction changes, and the right to change technical and performance data, in case this serves technical development. About this kind of

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changes, and about the termination of the production of given products, HAFNER Pneumatika provides information for Customer with and appropriate deadline.

Duration of warranty for the valves of HAFNER Pneumatika KFT: 2 years.

Duration of warranty for all the other products of HAFNER Pneumatika KFT: 1 year.

The warranty does not apply for products broken up by the user.

To retain the right of warranty it is required to comply with the operational conditions given by HAFNER Pneumatika. The required operational conditions for the valves produced by HAFNER Pneumatika KFT are available at the following link: <http://www.hafner-pneumatika.com/hafner-szelepek-uzemeltetes>

HAFNER Pneumatika reserves the right to charge an investigation fee in case of a complaint not reasonable enough.

MATERIAL WARRANTY

8.2. In which case can the User exercise its right of material warranty?

According to the regulations of the Civil Code, User can enforce its material warranty right against the enterprise, in case of defective compliance of the company operating the web shop.

8.3. What rights does User have based on his material warranty claim?

User, according to his choice, can have the following material warranty claims: he can request reparation or replacement, unless the one chosen by the User is impossible to fulfill or would cause extra costs for the enterprise not in proportion with the fulfillment of his other claim. In case he did not request reparation or replacement, or he was not able to request them, he has the right to claim the reduction of the consideration in proportion, or User can also correct the error or let the error corrected by someone else for the cost of the Provider, or in final case, it can terminate the contract.

8.4. Within what deadline can User enforce his material warranty claim?

User is required to report the error immediately after discovering it, but not later than two months after noticing the error. However, we would like to draw your attention to the fact that after the two year period of limitation after the fulfillment of the contract you can not enforce material warranty rights any more.

8.5. Against whom can you enforce your material warranty claim?

Page: 9 / 15

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User can enforce his material warranty claim against the Enterprise.

8.6. What other conditions are there concerning the enforcement of your material warranty claim?

Within 6 months after delivery there is no additional criterion of enforcing your material warranty claim than the report of the error, in case the User can certify that the product or service was provided by the enterprise operating the website. However, after 6 months after delivery, User has also prove, that the error noticed by the User already existed at the time of delivery.

PRODUCT WARRANTY

8.7. In which case can the User exercise its right of product warranty?

In case of movables (products) User, according to his decision, can enforce either his material warranty right or his product warranty right.

8.8. What rights does User have based on his product warranty claim?

As a product warranty claim, User can only request the reparation or the replacement of the defective product.

8.9. In what case is the product considered to be defective?

The product is defective, if it does not meet the requirements that are valid at the time of its marketing, or if does not have the characteristics stated in the description given by the producer.

8.10. Within what deadline can User enforce his product warranty claim?

User can enforce his product warranty claim within two year after the producer marketed the product. After this deadline the warranty right expires.

8.11. Against whom and under which conditions can you enforce your product warranty claim?

User can enforce his product warranty claim only against the producer or distributor of the movables (products).

In case of enforcing a product warranty claim, the error of the product has to be proven by the User.

8.12. In what case does the Producer (Distributor) exempt from its obligation of product warranty?

Producer (Distributor) exempts from its obligation of product warranty, if it can prove that:

- it did not produce or distribute the product in the circle of business activity or

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- the error could not be recognized at the level of scientific and technical knowledge at the time of marketing of the product, or
- the error of the product originates from the application of a law or an obligatory regulation of the authorities.

In order to exempt from its obligation, it is enough if the Producer (Distributor) proves one reason of the above.

We would like to draw your attention to the fact that, regarding the same error, it is not allowed to enforce both material warranty and product warranty at the same time in parallel. However, after the successful enforcement of your product warranty claim, you can enforce your material warranty right against the producer regarding the replacement product or the repaired part.

GUARANTEE

8.13. In which case can the User exercise its right of guarantee?

According to the 151st Government Order of 2003 (IX.22.) concerning obligatory guarantee of certain durable consumer goods, in case of defective performance, the enterprise operating the web shop is obliged to ensure guarantee.

8.14. What rights and within what deadline can User exercise based on guarantee?

The duration of guarantee is one year. The duration time of the guarantee starts on the day of the delivery of the durable consumer good to the User, or, in case the installation is done by the distributor or its delegated, it starts on the day of the installation.

8.15. In what case does the enterprise exempt from its obligation of guarantee?

The enterprise exempts from its obligation of guarantee only in case it proves that the cause of the error arose after the delivery.

We would like to draw your attention to the fact that, regarding the same error, it is not allowed to enforce both material warranty and guarantee claim or product warranty and guarantee claim at the same time in parallel, but otherwise, the User has the right of guarantee, regardless of other rights detailed in the chapters of product warranty and material warranty.

Provider is not obliged to ensure guarantee or warranty for any damage caused by functional abrasion or for damages that are caused by impropriate use or overuse of the product, by impacts different from the required ones or by other impropriate use of the products, after the passing of risk.

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9. PROCEDURE IN CASE OF A GUARANTEE CLAIM

- 9.1.** In the contract between the Customer and the Enterprise the agreement of the parties can not differ from the provisions of the order for the disadvantage of the customer.
- 9.2.** The Customer is obliged to certify the concluding of the contract (with an invoice or even with a receipt).
- 9.3.** Provider is charged with the costs related to the fulfillment of guarantee obligation (6:166th § of Civil Code).
- 9.4.** The enterprise is required to record a protocol about the warranty or guarantee claim submitted.
- 9.5.** The copy of the protocol has to be made available for the Customer immediately and in a certifiable way.
- 9.6.** In case the enterprise, at the time of submitting the guarantee claim, can not make a statement regarding it can be fulfilled or not, it has to inform the Customer about its standpoint, in case of refusing the claim, about the reason of rejection and about the possibility of turning to the conciliation board, within 5 days, in a certifiable way.
- 9.7.** The Enterprise is required to retain the recorded protocol for three years after the record, and to be able to present it for the request of the investigation authority.
- 9.8.** The Enterprise is required to strive to perform the reparation or the replacement within a maximum of fifteen days.

10. MISCELLANEOUS PROVISIONS

- 10.1.** Provider has the right to use a contributor in order to fulfill its obligation. In this case, it takes full responsibility for the unlawful conduct of the contributor, just as the unlawful conduct would have been committed by the Provider itself.
- 10.2.** In case any part of this Code becomes invalid, unlawful or unenforceable, that does not impact the validity, the lawfulness and the enforceability of the remaining parts of it.

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10.3. In case of Provider does not exercise its right according to this Code, is can not be considered as the renouncement from the given right. The renouncement from any right is valid only in case of a direct, written statement about it. The fact that the Provider does not insist on an essential condition or criterion of the Code, does not mean that it renounces from the possibility to insist on the strict compliance with the given condition or criterion later.

10.4. Provider and User intend to settle their disputes through amicable arrangement. In case of the failure of this, in case of proceedings under the authority of local court, they assign the case to the competence of district court of Mosonmagyaróvár. In case of proceedings under the authority of county court they assign the case to the competence of the court of Győr.

11. CONFIDENTIALITY

Customer is obliged to handle confidentially all the information and business secret that incurred regarding the fulfillment of the actual offer and the order, as business secret. Customer is not allowed to forward or to make available in any way any information, document, documentation, drawing, illustration or other document to a third party, without the explicit agreement of HAFNER Pneumatika.

HAFNER Pneumatika manages the data and documents of f the Customer also confidentially.

12. COMPLAINT MANAGAMENT PROCESS

12.1. The aim of the client page available on the website and the sales customer service is to fulfill all orders in the adequate quality, with the full satisfaction of the Customer. In case the User still has a complaint regarding the contract of regarding the fulfillment of it, he can communicate it on the e-mail address below or through a letter sent by post.

12.2. Provider investigates verbal complaint immediately, and redresses it as required. In case the Customer does not agree with the management of the complaint, Provider records a protocol about the complaint and about its standpoint regarding it immediately, and gives a copy of the protocol to the Customer. In case it is not possible to investigate the complaint immediately, Provider records a protocol about the complaint, and gives a copy of it to the customer.

12.3. Customer Services investigates written complaints within 30 days. In case of rejecting the complaint, it states its reasons. It retains the copy of the answer for 3 years, and it presents it for the request of the investigation authorities.

Page: 13 / 15

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12.4. In case of complaint you can turn to the National Authority of Consumer Protection.

National Authority of Consumer Protection

Address: H-1088 Budapest, József circle 6.

Mailing address: 1428 Budapest, P.O. Box: 20

Central phone number: +36-1-459-4800

Fax: +36-1-210-4677

E-mail: nfh@nfh.hu

13. COPYRIGHTS

13.1. Since hafner-pneumatika.com, as a webpage, is considered to be a copyright work, the downloading (replication), publishing, electronic storing, processing, selling or the using of the content displayed on the webpage or any part of it in any other way, is prohibited without the written approval of the Provider.

13.2. To take over any material from the hafner-pneumatika.com webpage or from its data base is permitted only with the display of a reference on the webpage, even in case of a written approval of the Provider.

13.3. Provider reserves all rights concerning all the elements of its service, its domain names and the secondary domain names created with them, and its advertising interfaces.

13.4. It is prohibited to adapt or to decode the content of the hafner-pneumatika.com in full or in part. It is prohibited to create user IDs and passwords in an unfair way, or to use any application with which the content or any part of the hafner-pneumatika.com webpage can be modified or indexed.

13.5. The name of hafner-pneumatika.com is under copyright protection, its use, except when using it as a reference, is possible only with the written permission of the Provider.

13.6. User acknowledges that in case of use without permission Provider has the right to charge a penalty. The sum of the penalty is 60.000 HUF gross per picture, and 20.000 HUF gross per word. User acknowledges that this penalty complaint is not excessive, and browses the webpage being aware of this. In case of violation of copyright Provider applies a notarial fact certification, the costs of which are to be paid also by the user that violates copyright.

Page: 14 / 15

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14. DATA PROTECTOIN

The data management information of the webpage is available on the following page:

<http://www.hafner-pneumatika.com/adatvedelem>

Halászi, 7th September 2017