

## General Terms of Delivery

### 1. Terms, other provisions

These terms and conditions are of exclusive validity. The terms of the supplier which contradict or deviate from the terms of purchase shall not be accepted by the customer, unless the customer has expressly consented to their validity in writing. These terms and conditions of purchase apply to every future business with the supplier. The special agreements concluded with the supplier in individual cases, such as for example framework agreements and quality assurance agreements as well as the relevant ancillary agreements, supplements and amendments, shall always prevail against these General Purchasing Conditions.

The relevant general provisions of the Civil Code shall govern for matters not regulated in the contractual conditions.

### 2. Terms and acceptance of the purchase order

For each order these conditions and the reference thereto shall apply. In lack of concrete other agreement with the supplier, the supplier shall be obliged to confirm the order within 48 hours after receipt (by e-mail, fax, etc.). If within 48 hours there is not any response or disposition of the goods (*except orders on Friday, in this case until 6.00 pm on Tuesday of the following week*), this is interpreted by the customer so that the supplier has accepted every condition of the order.

### 3. Delivery conditions

The delivery date in the purchase order shall be binding. The supplier shall be obliged to notify the customer immediately in writing, if circumstances arise or become known, on the basis of which the stated delivery date *and / or the ordered quantity* cannot be fulfilled. In the event of a delay in delivery resulting from the supplier's fault, the customer shall be entitled to claim a contractual penalty. The amount thereof shall be the specific percentage of the net delivery value corresponding with the amount of the delay in delivery: 1% / day of the delay, but not more than 10%.

If the expected delay of the supplier is of extent, that is jeopardizes the fulfilment of the contractual obligations of the customer, the customer has the right to refrain from the contract and to procure the necessary product from another supplier.

In addition, the customer reserves the right to claim the compensation of his consequential damages.

The right to change the purchase order shall be reserved without any costs.

### 4. Technical and quality assurance conditions

#### 4.1 Scope of application

These technical delivery conditions shall apply in the event, if the documentation provided to the supplier (e.g. technical drawing) does not clearly define a feature of the delivered product. The present documentation, the agreements between the customer and the supplier for a specific purchase order shall prevail in each case against this document.

In case of raw materials and other materials the regulations of the relating standards have to be

fulfilled, unless stated differently in a separately defined contract between the supplier and the customer. In every case of raw material delivery, the supplier is obliged to issue an EN 10204 3.1 inspection certificate.

#### 4.2 Technical provisions

##### 4.2.1 Tolerances, damages

• For dimensions without separate tolerance the standards MSZ ISO 2768-1:1991 – Tolerances without individual tolerance indications. Accuracy class „m” (medium) of the dimensional tolerances and MSZ ISO 2768-2:1991 - Tolerances without individual tolerance indications. Accuracy class „H” (fine) of form and positions tolerances shall apply.

• If separately not approved by the customer, no visible damage under corresponding test and exposure conditions may be present on the components, in case of a ten-fold enlargement.

##### 4.2.2 Edges of non-dimensioned parts

• Unmarked edge breaks acc. to the standard DIN ISO 13715:

- Outer edges: max. -0,1 mm

- Inner edges: max. +0,2 mm

• For edge designations such as, e.g. "sharp-edged deburred", "sharp-edged" and "deburred", a tolerance of  $\pm 0.02$  mm shall be applicable based on the standard DIN ISO 13715.

• For intersecting holes, drill transitions, the maximum allowable burr size shall be: +0.1 mm

##### 4.2.3 Thread

###### 4.2.3.1 Thread control with gauge

Tolerances applied for thread production and inspection:

• External M thread: 6g

• Internal M thread: 6H

• External G thread: A

• Internal G thread: A

• External UNF thread: 2A

• Internal UNC thread: 2B

• For internal threads, the "no-go" side of the reference gauge should be turned in maximum two full turns. In case of external threads, the "no-go" side of the gauge should be capable of being turned by two full rotations (refer to the standard DIN ISO 1502).

• The "go-side" gauges should be capable to be guided along the total length of the threads

###### 4.2.3.2 Thread starts, thread run-outs and edge breaks

• The thread starts and run-outs shall be provided with edge break

• In case of external threads, the minimum dimension of the edge break shall be: thread projection diameter -0,1 / -0,2 mm

• In case of internal threads, the minimum dimension of the edge break shall be: Thread diameter +0,1 / +0,2 mm

• Angular dimension of the edge breaks:  $45^\circ \pm 5^\circ$

• Thread run-outs based on DIN 76:

• For external threads:

○ Thread run-outs: x2

○ Thread run-outs prior to the edge: a2



- Thread undercuts: B2
- For internal threads:
  - Thread run-outs: e2
  - Thread undercuts: D2

#### 4.2.4 Cut-off nozzle

Cut-off nozzles on the parts are generally not allowed. In the event of problems, coordination is necessary before the start of production.

Governing standard: DIN 6785.

#### 4.2.5. Dimension changes resulting from surface and heat treatments

The component drawing contains the finished dimensions of the already finished coated or heat-treated component. During production these dimensional changes are to be considered according to the coating technology.

#### 4.2.6. Delivery condition, cleanliness of parts

• Each component shall be delivered free from manufacturing and other contaminations. (For example, the presence of chips, lubricants or other contaminants is prohibited.)

• The packaging of the components shall ensure their cleanliness, integrity and harmlessness.

• The supplier shall use environmentally friendly packaging in accordance with the applicable packaging regulations. The customer reserves the right to return the packaging to the supplier's expense.

• The delivered product should be supplied with the documents according to the applicable legal regulations.

#### 4.3. Quality assurance conditions

• The products ordered shall meet the requirements concerning the given product group:

○ For standard parts the relevant rules shall apply.

○ In case of non-standardized products the provisions of the company Hafner Pneumatika Kft. shall govern.

• When ordering items with drawing numbers we ask for the observation of every requirement.

• If no special agreement or separate written communication is available, the current standard year shall be valid for the issue of the order.

• Serial production may only begin with a released initial sample, if the item is obliged for initial sample inspection.

• For components delivered, the basic goal is to achieve "zero errors".

• If there is a demand of the customer to carry out 100% control on certain components or to apply a process control carried out using statistical methods and to confirm the reliability of the production process, these require further coordination.

• The supplier shall ensure that the documentation of the manufactured products (such as measurement reports, conformity declarations of materials, etc.) can be presented retroactively even for a period of 36 months upon request by the customer.

• Upon request of the customer the supplier shall be obliged to issue a test certificate 2.1, 2.2, 3.1 on the basis of the standard EN 10204.

• Upon request by the customer the supplier shall be obliged to carry out initial sample inspection

according to the requirements of the customer or the current valid version of VDA or PPAP. The costs of the initial sample inspection require further coordination.

• In case of non-conformity with the technical documentation the customer has the right to reject the production line in question. Then, all costs related to the complaint management should be borne by the supplier. Such as for example the sorting, reworking, new production, user fines, penalties, transport costs carried out by the customer, the supplier or third parties.

• The customer usually carries out a random test on the incoming components, in terms of size and quantity. The signing of the delivery note for the freight forwarder or in case of a delivery by the supplier the signing of the delivery note and / or the invoice for the transfer of goods shall not be considered as recognition of the conformity of the goods. In case the fault has not been detected during the goods receipt inspection, later, possibly during the functional tests (typically the hidden defects of small extent, which are difficult to detect), the supplier can be held responsible for the fault retroactively. Then, all costs related to complaint management should be borne by the supplier. The product liability period (binding suitability duration) shall be at least 36 months after the delivery of the component. This only applies, if the delivered component was faulty at the time of handing over, so it has not met the requirements specified in the specifications.

#### 5. Tools

The tools, which are manufactured by the supplier at the expense of the customer shall be transferred to the exclusive property of the customer at the time of the payment. These shall be firmly stated by the supplier as the property of the customer. The supplier shall be obliged to use the tools exclusively for the production of the product ordered by the customer.

#### 6. Modifications

*Any alteration requires, in principle, the mutual agreement of the parties, unless the customer is entitled to change the quantity or the delivery date of the ordered goods unilaterally with a written notice to the supplier.*

#### 7. Payment conditions

Place of performance for every payment: 9228 Halászi. The payment shall not be considered as recognition or as fulfilment, nor waiver of warranty; this also applies to the acknowledgement of receipt of goods.

In the event of a delayed financial performance the maximum amount laid down in the Civil Code may only be claimed as default interest.

#### 8. Infringement of contract

In the event when the supplier does not supply the goods specified in the order or a part thereof within the delivery period considered as an integral part of the order, or if the supplier violates any condition of the order, the customer has the right to cancel the entire order or a part thereof in short term, in accordance with the applicable laws, without the fact that the termination would affect the customer's right to compensation as a result of a breach of contract.

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The customer shall be entitled for a one-time contractual penalty equal 5% of the order value, unless otherwise stipulated in the contract.

### **9. Code of Ethics**

The Supplier accepts the current supplier code of ethics of HAFNER Pneumatika Kft. and its provisions. Failure to accept this is an exclusionary reason in connection with the Supplier's business relationship with HAFNER Pneumatika Kft. The Supplier Code of Ethics (identification number: SZ-F3-0003) can be found on the website of HAFNER Pneumatika Kft.

### **10. Confidentiality**

The supplier shall be obliged to treat all information provided by the customer in confidence, irrespective of the fact that the communication was made orally or in writing, including but not limited to patents, drawings, documents, software and other specifications on data carriers and he shall be obliged to return it properly, in good condition upon the fulfilment of the order or at the customer's request.

It is prohibited to disclose such information, data to third parties, to copy them and to use them otherwise than stipulated in the order without the prior written consent of the customer.

### **11. Governing law**

If individual parts of this document or further agreements based thereon lose their effectiveness, these terms of delivery shall not lose their validity. The contracting parties shall be obliged to replace the invalid provisions with a regulation which is closest to their economic interests.

The place of performance shall be the place indicated in the order as place of destination / acceptance. If this is not stated in the order, the place of performance shall be the headquarters of the customer.

The jurisdiction in any dispute arising directly or indirectly from the contract shall be the customer's own place of business. The customer shall be also entitled to initiate legal proceedings against the supplier at his own discretion at the court at its registered office, site or place of performance. This also applies in the case where the headquarters of the contracting partner is abroad. The Covenant of the United Nations Organization for International Sales shall not apply for purchase orders issued between the customer and the supplier. If the customer does not exercise the right conferred to him by virtue of this document, the failure to exercise his rights shall not be regarded as a waiver of the right in question. The waiver of any right shall only apply in case of express written statement thereof. If the customer does not strictly insist on a substantial condition or condition of these general terms of delivery, it does not mean the waiver of the requirement of the observation of the relevant term of condition.

Halászi, 19.10.2021