

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



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>

They can be downloaded from the following link:

<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:

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

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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.

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 summarising 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 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.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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 his 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.

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 interface of the Website, the order confirmation and the invoice.

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In the case of online orders, the shipping cost shall be displayed on the Website; in other cases, the shipping cost shall be displayed in the offer by the Service Provider.

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 recognising 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 After entering the registration data, the User selects the type of project, which can be a request for a quote or an order.

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

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

5.8 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 him. 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 his account.

5.9 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.

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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 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, he 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. SPECIAL PROVISIONS FOR USERS QUALIFYING AS CONSUMERS

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7.1 The User may qualify as a Consumer according to Section 8 (1) (3) of Act V of 2013 on the Hungarian Civil Code (hereinafter: the Civil Code); that is, if he is a natural person acting outside his profession, independent occupation or business activity. The provisions of the subsections of Section 7 shall only apply to the User if he qualifies as a Consumer in accordance with the above. If the User designates a legal entity in the billing data or he is a legal entity, he cannot be considered a Consumer, as he concluded the legal transaction in the interest of or on behalf of a company. Any User who qualifies as a Consumer may only order a product and its delivery on the Website.

7.2 In the case of a User who qualifies as a Consumer, Sections 4.7, 4.8, 6.4, 6.6, 10.7, 12.6. and all the provisions of Section 8 of these GTC shall not be applicable; instead of them, the provisions of the Civil Code shall apply.

7.3 In the case of distance contracts for pre-contractual information to Consumers:

- a) the Consumer can find out about the essential features of the product sold on the ordering interface of the Website and in the order confirmation;
- b) the name of the Service Provider is included in these GTC;
- c) the postal address, telephone number and e-mail address of the Service Provider's registered office are included in these GTC;
- d) The place of business of the Service Provider is the same as the address of its registered office;
- e) the consideration for the product under the contract is determined in accordance with Section 4 of these GTC and the Consumer receives detailed information about it during the placing of the order on the Website before placing the order;
- f) The Consumer can find out about the conditions of performance, payment, shipping and the deadline for performance on the ordering interface of the Website and in Section 4 of these GTC. The method of complaint handling and out-of-court dispute resolution, as well as the possibility of recourse to the conciliation body, are included in Section 9 of these GTC and its sub-clauses;
- g) information on the right of withdrawal applicable to distance contracts, the manner in which it is exercised and its consequences, and the model withdrawal statement is provided to the Consumer by means of Sections 7.4 to 7.5 of these GTC;
- h) Information on the warranty for material defects and product warranty, as well as the guarantee are set out in Section 7.6 of these GTC;
- i) the Service Provider has not availed of a code of conduct in accordance with the Act on the Prohibition of Unfair Commercial Practices against Consumers

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7.4 Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on Consumer rights, and Decree 45/2014 (II.26.) of the Hungarian Government on the detailed rules for consumer-business contracts, according to which the User qualifying as a consumer, may withdraw from the contract and return the ordered product without giving reasons within 14 days from the receipt of the ordered product in the case of a distance contract. The model statement set out below may also be used for withdrawal.

The model withdrawal statement can be downloaded from the following link:

<https://www.hafner-pneumatika.com/dokumentumok/pdf/hafner-statement-of-withdrawal>

The text of the model withdrawal statement is also available through these GTC as follows:

STATEMENT OF WITHDRAWAL

If you intend to withdraw from the supply contract, please complete and return it to us. The right of withdrawal does not apply to businesses, i.e. a person acting in the course of his profession, self-employment or business.

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

To the attention of: HAFNER Pneumatika Kft. | H-9228 Halászi, Püski út 3. | Tel.: +421-951-100-495 | E-mail: sales@hafner-pneumatika.com

I, the undersigned, declare that I exercise my right of withdrawal in respect of the contract for the sale of the following product(s):

Date of conclusion of contract / order / date of receipt:

Name of the Consumer:

Address of the Consumer:

Date:

Customer signature (for hard copy statements only):

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7.5 Information on withdrawal

7.5.1 Right of withdrawal

You have the right to withdraw from this contract without giving any reason within 14 days.

7.5.2 The withdrawal period

(a) in the case of a contract for the sale of a product: "it expires 14 days after the date on which you or a third party other than the carrier designated by you takes over the product.";

(b) when supplying several products: "it expires 14 days after the date on which you or a third party other than the carrier designated by you takes over the last product.";

(c) when supplying a product consisting of several lots or pieces: "on which you or a third party other than the carrier designated by you takes over the last lot or piece."

If you wish to exercise your right of withdrawal/termination, you must send a clear statement of your intention to withdraw/terminate (for example, via post or electronic mail) to the following address:

HAFNER Pneumatika Hungarian Sales Customer Service

E-mail: sales@hafner-pneumatika.com

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

For this purpose, you can use the model statement of withdrawal set out in Section 7.3 of these GTC

You exercise your right of withdrawal within the deadline if you send your statement of withdrawal before the expiry of the above-specified deadline.

7.5.3 Legal effects of withdrawal

If you withdraw from the contract, we shall immediately, but no later than within 14 days from the receipt of the your statement of withdrawal, reimburse all consideration paid by you, including shipping (except for additional costs incurred because you have chosen a mode of shipping different from the cheapest standard mode of shipping offered by us.) During the refund, we shall use the same payment method as the original payment method, unless you expressly consent to the use of another payment method; no additional costs shall be borne by you as a result of the application of this refund method. However, we may withhold the refund until we have received the product back or you have certified that you have returned it: the earlier of the two dates must be taken into account.

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You must return the product to us without undue delay, but no later than 14 days from the date of notification of your withdrawal. This deadline is considered to have been met if you dispatch the product before the 14-day deadline.

You will bear the direct cost of returning the product.

You can only be held liable for any decrease in the value of the product if it has occurred as a result of use in excess of that required to determine the nature, characteristics and functioning of the product.

7.5.4 Additional information on the right of withdrawal

The Consumer shall not be entitled to withdraw in the case of a non-prefabricated product that has been produced on the Consumer's instructions or at his express request, or in the case of a product that has been clearly tailored to the Consumer.

Directive 2011/83/EC of the European Parliament and of the Council is accessible via this link:

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

The User may also contact the Service Provider with other complaints at the contact details specified in these GTC.

7.6 Guarantee, warranty for defects and product warranty

7.6.1 Guarantee information:

In what cases can you exercise your right under the guarantee?

The Service Provider waives any guarantee for the products sold by it beyond the statutory guarantee. If the product sold is listed in the Annex to Hungarian Government Decree 151/2003 (IX.22.), the Consumer is entitled to a guarantee against the Service Provider. In this case, from the date of delivery to you, in the case of a sale price reaching HUF 10,000 but not exceeding HUF 100,000, for one year, in the case of a sale price exceeding HUF 100,000 but not exceeding HUF 250,000, for two years, HAFNER Pneumatika Product Manufacturing, Trading and Service Limited Liability Company is obliged to provide a guarantee for three years above the sale price of HUF 250,000.

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If the commissioning is carried out by HAFNER Pneumatika Product Manufacturing, Trading and Service Limited Liability Company or its agent, the deadline starts on the day of commissioning. If you put the consumer product into operation more than six months after delivery, the starting date of the warranty period is the date of delivery of the consumer product.

What rights do you have under the warranty and within what period?

You are entitled to the following rights, under Hungarian Government Decree 151/2003 (IX.22.) .

- Any guarantee claim may be enforced within the guarantee deadline. Failure to meet this deadline will result in forfeiture; however, if the consumer product is repaired, the warranty period will be extended from the date of delivery for repair with the period during which the Consumer was unable to use the consumer product as intended.
- You can also apply your repair claim directly at our company's headquarters, at any of our sites, branches and at the repair service centre indicated by our company on the guarantee slip. During the repair, only new parts may be installed in the consumer goods.
- If, during the first repair of a consumer product during the warranty period, we determine that the consumer product cannot be repaired, we are obliged to replace the consumer product within eight days, unless otherwise instructed by you. If it is not possible to replace the consumer product, we are obliged to refund you the purchase price indicated on the proof of payment for the consumer goods, on the invoice or receipt issued under the VAT Act, within eight days.
- If, during the warranty period, the consumer product becomes defective again after being repaired three times, unless otherwise instructed by you, and if you do not require a proportionate decrease of the purchase price and do not wish to repair the consumer product or have it repaired at the company's expense then, under Section 6:159 (2) (b) of Act V of 2013 on the Hungarian Civil Code, we are obliged to replace the consumer product within eight days. If it is not possible to replace the consumer product, we are obliged to refund you the purchase price indicated on the proof of payment for the consumer goods, on the invoice or receipt issued under the VAT Act, within eight days.
- If the consumer product is not repaired within thirty days from the date of notification of the repair claim to our company, we are obliged to replace the consumer product within eight days after the thirty-day period has elapsed, unless you instruct us otherwise. If it is not possible to exchange the consumer product, we are obliged to refund you the purchase price indicated on the proof of payment for the consumer goods presented on your invoice or receipt issued under the VAT Act within eight days after the expiry of the thirty day deadline for repair without success.
- We are obliged to repair consumer goods with a fixed connection or heavier than 10 kg, or which cannot be transported as hand luggage on public transport at the place of operation, with the exception of vehicles.

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- If the repair cannot be carried out at the place of operation, the dismantling and installation, as well as the removal and return transport, will be provided by our company or, in the case of a repair claim directly enforced at the repair service, by the repair service.
- If you claim a replacement within three working days of the purchase (commissioning) due to a defect in the consumer product, we may not rely on a disproportionate additional cost under Section 6:159 (2) (a) of Act V of 2013 on the Hungarian Civil Code, but shall be obliged to replace the consumer product, provided that the defect prevents its intended use.

HAFNER Pneumatika Product Manufacturing, Trading and Service Limited Liability Company is obliged to hand over a guarantee slip for the products listed in the annex to the abovementioned Government Decree, the exact data content of which is regulated in Section 3 of Hungarian Government Decree 151/2003 (IX.22). (The improper issuing of the guarantee slip or failure to make the guarantee slip available to the Consumer does not affect the validity of the guarantee. In the event of a failure to make the guarantee slip available to the Consumer, the conclusion of the contract shall be deemed proven if the Consumer presents the proof of payment - an invoice or receipt issued on the basis of the Value Added Tax Act. In this case, the rights arising from the guarantee may be enforced by the proof of payment of the consideration.) Our company may also hand over the guarantee slip to you electronically. An invoice sent to you electronically may be accepted as a guarantee slip if its content complies with requirements set out in Hungarian Government Decree 151/2003. (IX.22.) on the guarantee slip. Our company is obliged to hand over the guarantee slip electronically at the latest on the day following the handover or commissioning of the product. If our company does not provide the guarantee slip as an electronic document by direct delivery, but makes it available to you in the form of a download address, we cannot terminate the possibility to download the electronic guarantee slip until the end of the warranty period; we must ensure that the download address is available. Our company is obliged to hand over the guarantee slip electronically at the latest on the day following the handover or commissioning of the product.

When is the business released from its guarantee obligation?

Our company is released from its guarantee obligation only if we prove that the cause of the defect arose after performance. Please note that you cannot assert a warranty and guarantee claim or a product warranty and guarantee claim at the same time, in parallel, due to the same defect, otherwise you are entitled to the rights arising from the warranty regardless of the rights specified in Sections 7.6.2 and 7.6.3.

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The handling of warranty and guarantee claims shall otherwise be subject to **Decree 19/2014 (IV.29.) NGM** on the rules of procedure for the handling of warranty and guarantee claims for goods sold under a contract between a consumer and a business.

7.6.2 Information on warranty for defects:

In what cases may a Consumer exercise your right to warranty for defects?

In the event of defective performance by the Service Provider, the Consumer may enforce assert a claim for warranty for defects against the Service Provider in accordance with the rules of the Civil Code.

What rights does Consumer have based on his warranty for defects claim?

The Consumer can request a repair or replacement unless it is impossible to meet the claim chosen or would incur in disproportionate additional cost to the Service Provider compared to meeting another claim. If you have not requested or could not have requested a repair or replacement, you may request a pro rata reduction of the consideration or you may repair the defect or have the defect repaired by someone else at the Service Provider's expense, or, ultimately, withdraw from the contract. You may switch from your chosen right to another, but the Consumer shall bear the cost of this switch, unless it was justified or caused by the Service Provider.

What is the deadline for the Consumer to enforce his warranty for defects claim?

The Consumer must report the defect as soon as it is discovered, but no later than two months after the defect is discovered. However, please note that warranty for defects rights may not be enforced beyond the limitation period of two years from the performance of the contract.

Against whom can you assert your warranty for defects claim?

The Consumer may enforce the warranty for defects claim against the Service Provider.

What are the other conditions for enforcing the warranty for defects rights?

Within six months of the performance, there are no other conditions for enforcing the warranty for defects claim apart from the notification of the error, if Consumer prove that the product or service was supplied/provided by the Service Provider. However, after six months from the date of performance the Consumer must prove that the defect identified already existed at the time of performance.

7.6.3 Information on product warranty:

In what cases may a Consumer exercise his product warranty rights?

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In the event of a defect in a movable thing (product), the Consumer may, at his option, enforce a warranty for defects or product warranty claim.

What rights does the Consumer have based on product warranty claim?

As product warranty claim, the Consumer may only request the repair or replacement of a defective product.

In what case is the product considered defective?

A product is defective if it does not meet the quality requirements effective at the time of placing on the market or if it lacks the characteristics specified in the description provided by the manufacturer.

What is the deadline for the Consumer to enforce his product warranty claim?

The Consumer can enforce a product warranty claim within two years of the product being placed on the market by the manufacturer. Upon expiry of this period, he shall lose this entitlement.

Against whom and under what other conditions can you assert your product warranty claim?

You can only make a product warranty claim against the manufacturer or distributor of the movable item. The User must prove the defect of the product in the event of a product warranty claim.

In which cases is the manufacturer (distributor) released from its product warranty obligation?

The manufacturer (distributor) shall only be released from his product warranty obligation if it can prove that:

the product was not manufactured or marketed in the course of his business, or

the defect was not recognisable according to the state of scientific or technical knowledge at the time of placing on the market, or

the product's defect has been caused by the application of a law or mandatory official standard.

It is sufficient for the manufacturer (distributor) to prove a reason for the release.

Please note that due to the same defect, you cannot enforce a warranty claim for defects and a product warranty claim in parallel. However, if your product warranty claim is successfully enforced, you can assert your warranty claim against the manufacturer for the replaced product or repaired part.

7.7 The procedural rules for the handling of warranty and guarantee claims arising from the contract between the User qualifying as Consumer and the Service Provider are laid down in NGM Decree 19/2014. (IV.29.)

8. WARRANTY FOR DEFECTS FOR NON-CONSUMER USERS

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8.1 The provisions of Section 8 and its sub-sections shall apply to contracts concluded with a User not qualifying as Consumer.

8.2 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.

8.3 Warranty period for HAFNER valves manufactured by HAFNER Pneumatika: two years.

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

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

8.4 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>

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

8.6 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.

9. COMPLAINT HANDLING PROCEDURE

9.1 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.

9.2 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.

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9.3 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.

9.3 A User qualifying as a Consumer may file a complaint with the Government Office competent for his place of residence.

9.4 Recourse to the Conciliation Body: For the purpose of amicable out-of-court settlement of Consumer disputes concerning the application of the rules on quality, safety and compliance of services and the conclusion and performance of the contract, the Consumer may initiate proceedings with the Conciliation Body competent for his address or place of residence, operating at the professional chamber competent for the Service Provider's registered address. Under Section 2 (a) of Hungarian Act CLV of 1997 on Consumer protection the procedure of the Conciliation Body is available not only for Consumers defined in accordance with the Civil Code but also for non-governmental organization, a church legal person, a condominium, a housing association, a micro, small and medium-sized enterprise, which buys, orders and receives goods, uses, avails of or is the recipient of commercial communications or offers related to the goods. Pursuant to the above referred legislative provision, for the purposes of Regulation (Eu) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on Customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC (hereinafter: Regulation (EU) 2018/302)), in addition to the above, a company that qualifies as a Customer under Regulation (EU) 2018/302 shall also be considered as Consumer. The Service Provider shall be obliged to participate in the Conciliation Board proceedings. For the purposes of this Section, the sending of a reply may also be considered as cooperation in the case referred to in Section 29 (11) of Hungarian Act CLV of 1997 on Consumer Protection.

9.5 In the case of a cross-border Consumer dispute related to an online sales contract, Consumers may settle their cross-border disputes related to online purchases electronically by submitting an electronic complaint via the online platform available at the following link: <https://webgate.acceptance.ec.europa.eu/odr/main/?event=main.home.show>
In Hungary, the Budapest Conciliation Board (BBT) is entitled to act in cross-border consumer-trader disputes related to online sales or service contracts.

10 COPYRIGHTS

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10.1 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 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 10.6.

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

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

11 CONFIDENTIALITY

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11.1 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.

11.2 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

12 FINAL PROVISIONS

12.2 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), as well as the provisions of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses. The mandatory provisions of the relevant Hungarian legislation shall apply to the parties without any special stipulation.

12.3 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.

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

12.5 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.

12.6 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.

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12.2 These GTC shall be effective as of 20.01.2021 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.