

Tatabanyai Rugogyarto Kft

General Terms

With respect to the specialities of the applied technologies, our quotations and order confirmations are based on present General Terms and are thus to be interpreted along with these.

Should any of the current terms contradict any terms set out by the Customer, a resolution is required via separate discussions and agreement.

General Terms applied by the Customer and CSR (Customer Specific Requirements)

Sending a quotation or confirming a purchase order to the Customer does not automatically involve our acceptance of terms and specific requirements stipulated by the Customer. An acceptance of those requires our specific written approval.

In respect of the significant additional burden put on suppliers in CSRs, we can only apply those specific requirements for Customers whose order volume exceeds the amount of EUR 30.000 per annum.

Any change in general terms or CSRs by the Customer shall only be accepted if a specific notification from the customer has reached us. Without that only the last version (with an official notification) shall be considered as valid. Should any such unilateral change by the Customer put additional burden on the Supplier, those changes can only be accepted based on a mutual agreement.

Purchase orders

Confirmation of a PO

A purchase order differing in conditions from our original quotation will result in a contract only if such PO has been specifically confirmed by us.

'Frozen time'

In respect of production planning procedures a purchase order or production release cannot be modified within a certain period before delivery time (=frozen time). The frozen time periods are:

- for parts without surface coating: 2 weeks
- for parts with surface coating: 4 weeks

Deviation in quantities

Due to technological features of springs and wire forms purchase orders shall be fulfilled with a quantity flexibility of +/-10% (i.e. the supplied quantity can alter from the ordered quantity up to 10% which shall be invoiced accordingly).

Falling short of nominated quantities

If the sum of annual orders (releases) does not reach at least 80% of the nominated quantity, the prices for the given period shall be reviewed.

Fulfillment, Invoicing

If the Customer - in case of ex works orders - does not arrange pick up of ready-made goods within five days after notification, the order shall be considered fulfilled and will be invoiced, including a storage fee of 2% of the order volume per week.

Life-cycle tests

If life-cycle tests are required, those shall be made according to drawing specifications. The tests, however, do not simulate real-life circumstances. Thus no warranty can be given as regards the number of cycles reached during tests for real-life circumstances. Customers, accordingly, have to take special care during the design of such springs.

Costs of Run@Rate and requalification

Unless specifically stated, our quotations (offers) do not contain costs for Run@Rate and requalification.

Warranty

Unless specifically agreed, the warranty for our products is according to the legal stipulation set out by the Hungarian Civil Code and relevant regulations.

A warranty for corrosion-free surface for items without surface coating is herewith disclaimed.

Production/Material release for EOP

In case of EOP (End of Project) the following conditions apply:

EOP Production release: 4 weeks

EOP Material release: 8 weeks

Ownership

We reserve the ownership of goods sold until full payment has been made.

Applicable law and jurisdiction

Unless otherwise agreed the Law of Hungary shall be applied.

For dispute settling the Arbitration of the Hungarian Chamber of Commerce shall be called for.

Valid from: April 1, 2021