



Raba Automotive Components Ltd

Post address:

H-8060 Mór, Ipartelep, PoBox 47.

EU tax No.: HU12721380

1./ General Arrangement

As Customer defines the following terms and conditions for the Suppliers, in case they have other agreement to the actual point which signed by proper signature. The Supplier acknowledges these terms and conditions by giving quotations / confirmation / deliveries.

The General Terms and Conditions are the general regulation of the request for quotations, orders and deliveries and terms of quotation. It contains general guarantee validation, technical and quality conditions.

2./ Quotation / Order

2.1 A quotation legally binding upon the Supplier within given by the Supplier valid date. In the event the Supplier did not give validation date than the offer valid while quotation volume / quantity will be fulfilled.

2.2 The Supplier accepts responsibility for any mistakes, printing-, clerical-, calculation-errors in quotation, confirmation and due to the Customer may claim for compensation from the Supplier if it caused damage to the Customer.

2.3 The Supplier has to confirm the Customer's orders within 48 hours. In the event it will not be happened, the order will be in force to the Supplier.

2.4 If the Supplier wants to increase its prices, it has to explain and sign to the Customer in writing before 3 months to validation date on the basis of "open book" / have to attach the documents in details.

3./ Deadline and Delivery

3.1 In orders and confirmations are defined deadlines bind the Supplier.

3.2 For late delivery the penalty rate is 1% of delivered value per all opened day, but it will be a maximum 20%.

3.3 If the late delivery causes damage or benefit loosen, the Supplier has to refunds it the Order or the Order's customer within 15 days.

3.4 The delivery parity is DAP/DDP Mór (RABA) according to Incoterms 2010 standard.

3.5 Receipt of goods:

Mór plant: between 7 am-12 am

Sárvár plant: between 6 am-9 pm

4./ Terms of Payment

4.1 Between the Supplier and the Customer agreed payment term is 60 days from monthly fulfilment summarized with bank transfer.

The supplier should send your invoice to the follows adress:

Rába Nyrt. Könyvelés

H-9020, Győr Pf.: 7018

Financial fulfillment – again original invoice – with transfer throught the supplier defined bank account.

4.2 The Customer is entitled to retain and/or deduct the amount of complained item, freight, invoice from the purchase price, invoice value, payable to the Supplier, if the complaint has not been closed in another way yet.

4.3 Please indicate the order number on the invoices. If the bill is sent without an order number, it will be sent back without compensation and the customer shall not be responsible for any resulting expenses.

5./ Packaging

5.1 The Supplier is responsible for packaging in any case.

5.2 In case the Supplier does not do the freight directly, even so the Supplier is responsible for packaging and from resulting total damage.

6./ Technical and Quality Conditions

6.1 By proper signatred and gave official documents, informations and at all time accepted valid PPAP documents.

6.2 In reference ISO TS 16949 international standard, the Raba Automotive Components Ltd. controls all delivered materials inside 7 days, that they are not damaged and they were packed by packaging arrangement. The Raba Automotive Components Ltd. approves the goods when the material is brought out from own storehouses.

6.3 Raba Automotive Components Ltd. requires valid quality certificate for each delivery and each product with which the Supplier can certifies that the product meet the requirements. The content requirements are discussed during the PPAP submission period.

6.4 Raba Automotive Components Ltd. is at liberty to reject and kick back any goods, what are falsed at acceptance, contain design errors, they do not correspond to Raba Automotive Components Ltd.'s orders and that's requirements, the valid drawings, specifications, approved samples or the Raba's requirements of Suppliers' Quality Manual's (<http://www.raba.hu>).

6.5 Raba Automotive Components Ltd. is at liberty to get representative samples or control the all delivery. They stocks are not good, by Raba Automotive Components Ltd's decision, they might will be 100% checking, the Suppliers have to accept and pay these costs to Raba Automotive Components Ltd. The Raba Automotive Components Ltd. may send back all not bad goods on Supplier's cost.

6.6 The Raba Automotive Components Ltd. have to get a chance to Suppliers for the missed material examination.

6.7 These examinations have not reference to valid rights of other measures, warrant and guarantee.

6.8 The fact that the Raba Automotive Components Ltd. paid for something, it does not stand for that the Raba Automotive Components Ltd. approved all material finally.

6.9 The Supplier have to do daily service the Customer or Customer's Customer's tools, instruments, facilities what there are at Suppliers. The Suppliers have to change the active items in tools, repair if needed, use in full operation and save the consistence to the Supplier's cost.

7./ Guarantee

7.1 The Supplier undertakes 2 (two) years guarantee for the delivered items from mass production beginning. The international measures have reference to product liability and assurance rights.

7.2 The Supplier goes guarantee for the bought goods by Raba Automotive Components Ltd. from delivery date to RABA for 5 (five) years, it is independently of this agreement / general terms and conditions validity, that the items will not cause construction failures, material defects or effectuation error, and they will be according to specifications, drawings and RABA's requirements. The fact that the Raba Automotive Components Ltd. approves the delivered items, it is not absolve the Supplier from an obligation. This guarantee is in addition to other specific guarantees, not instead of them.

7.3 This guarantee does not refer to tearing items, and the unprofessional using by Raba Automotive Components Ltd.

The Supplier accepts that the Raba Automotive Components Ltd. builds in the Supplier's items to own produced final products.

The Raba Automotive Components Ltd. is not faults if the RABA used in the Supplier's items in like skill than other firm who uses in the same technology.

7.4 The Raba Automotive Components Ltd. informs the Supplier about all guarantee problem what is known. In reference 8.2 and 8.3 points the RABA Componets Ltd. might decline / get back the RABA owned, damaged stocks what the Supplier supplied to RABA, when all extra cost (for example delivery costs, all hazards etc.) will devolved on the Supplier. The Supplier makes up for claimed / damaged / bad / not approved amount and meets expensive / extra costs.

The Raba Automotive Components Ltd. informs the Supplier about all send backs. The Supplier fills out an Come-back Permission (CP) to RABA inside 24 hours.

The CP number will be marked by Supplier on all container and packaging units. The 3.point is standard in reference deadlines / fulfillments.

7.5 In case the Supplier can not repair or refill the stock, what is complained by Raba Automotive Components Ltd. and have to repair under this agreement / term and conditions regulation, The Raba Automotive Components Ltd. is at liberty to claim the total purchase-money of damaged shipment and all occurrent extra costs (for example delivery costs, deficits from other suppliers etc.). The Supplier cashes in the debts inside 30 (thirty) days.

7.6 If the Supplier causes RABA damages because of false deliveries, the all deficits devolve on Supplier wholly.

7.7 *The Customer is entitled to deduct the amount of complained item/freight/invoice and all of caused extra costs from the purchasing price, invoice value which is payable to the Supplier at expiry of payment deadline, if the complaint has not been closed on an other way yet.*

8./ Maintenance and Service

8.1 Between the two firm have to make an outgoing record from the tools, equipments is given to the Supplier by RABA, that document is signed by both companies. According to this document the unsuitables will be controllable in the future.

The RABA owns the handed on the tools and equipments continuly, and the Supplier fulfils / deliveries / supplies the purchasing orders with these materials alone to RABA. The RABA gives the tools and equipments in title commodate reference to the Hungarian Body of Civil Law 583-585 paragraphs.

8.3 The Supplier fulfils / deliveries / supplies the purchasing orders with these materials alone to RABA, except when the RABA gives a scribal permission to Supplier.

8.4 The Supplier is not bound to pay for the tools and equipments using, but the Supplier is bound to attend to the materials attention, repairing, supply and the acceptable keeping, storing.

8.5 The RABA owns the handed on the tools and equipments continuly.

8.6 The Supplier is bound to maintain the tools and equipments by daily, weekly and monthly to own cost. For example edging, lubrication, cleaning and examinations etc.

8.7 The Supplier has to refund all caused damages in tools and equipments.

8.8 The Supplier has to refund the caused damage if the maintance is missed by Supplier. For example: not delivery to deadline, delivery default items etc.

9./ Obligation of providing of additional spare parts

9.1 The Supplier must provide spare parts to the Customer during 12 years after sale of products according to this agreement.

10./ Non-disclosure

The Supplier must handle all the documentation, written or other business information - received form the Customer during their cooperation – as a business secret. He must do his best to prevent any third party to look into the business papers or to get information of them. The Supplier is responsible so that the non-disclosure obligation of the employees or any outside partner will be kept. If this non-disclosure obligation has been failed the Supplier must refund every damages caused by the Supplier.

11./ Eschatocol

11.1 In the event some regulations are invalid because of bussiness conditions, or they will be that, that is beside the point.

11.2 Both company is bound to agree the standpoints. In fact the agreement will not efficient inside 15 days, then any partner might goes to judgement-seat. The Székesfehérvári Town Court-house (in Hungary) is assigned, if the accounts receivable higher than 50.000 EURO, the Fejér County Court-house is qualified exclusively.

Date: 03.11.2022