

GENERAL TERMS AND CONDITIONS

VALID FROM: 2022.01.24

Dear Visitor, If you wish to become a buyer or an active user of our services and the Website, please, read these General Terms and Conditions carefully and only use our services offered through the website www.shop.fradi.hu if you fully agree with and accept all the provisions contained herein and regard them to be binding on yourself.

These GTC contain the conditions for the use of the Website operated and maintained by FTC Kereskedelmi Kft as well as for the use of the services provided by the Service Provider on the Website (i.e. for the sale of the products displayed on the Website).

1. Details of the Service Provider as the Operator of the Website

FTC Kereskedelmi Kft.

Seat: 1091 Budapest, Üllői út 129.;

Operating site: 1091 Budapest, Üllői út 129. (the location of the wholesale trader and the brand store);

Registration number: 01-09185023

Tax number: 24836333-2-43

Registration authority: Court of Registration of the Metropolitan Court

E-mail address: webshop@fradi.hu

Phone number: +36 1 455 2396 (available during business hours).

2. Definitions

2.1. **GTC** means these General Terms and Conditions.

2.2. **Service Provider or 'We'** means the legal entity defined in point 1, which is the operator of the Website and carries out the sale of products on this Website.

2.3. **Purchase Order** means a contract for the sale of products concluded electronically between you and the Service Provider, which contains the product(s) ordered by you and other relevant parameters of the order, and on the basis of which the Service Provider undertakes to sell and deliver the products, in consideration of which you undertake to pay a fee (hereinafter referred to as the 'Fee').

2.4. **Customer or 'You'** means any natural person, legal entity or unincorporated business company or social organisation that has legal capacity and therefore registers on the Website for any reason or purpose after entering a username and password in their own name; or who concludes a contract with the Service Provider electronically via the online system of the Web Store.

2.5. **Service** means the sale and physical delivery to you of the products offered in the online interface of the Webshop to you for the specified consideration.

2.6. **Brand Store** means the FRADI SHOP brand store located at 129 Üllői Street Budapest, 1091.

2.7. **Website:** www.fradishop.hu www.shop.fradi.hu

3. Effect and modification of the GTC

3.1. **Effect and validity of the GTC**

These GTC regulate the Customer's and the Service Provider's rights and obligations with regard to the use of the Services. The provisions of these GTC bind and entitle the Customer and the Service Provider, as well as all representatives and legal successors of the Customer and the Service Provider.

The present GTC and the notices and other information available on the Website as well as the contents of the confirmation email shall be deemed to include the entire agreement between you and the Service Provider.

The contracts concluded on the basis of these GTC shall not be deemed to include any customs and practices established during any previous business transactions between you and the Service Provider. Furthermore, the customs widely known and regularly applied by parties to similar contracts in the given business segment shall not constitute a part of the contracts made under these GTC.

These GTC are valid for an indefinite period of time after their entry into force until amended or revoked. By registering or using the Service, you accept the provisions of these GTC to be binding on you.

If any part of these GTC should become invalid, unlawful or unenforceable, it shall not affect the validity, lawfulness or enforceability of the remaining parts.

3.2. Change of the GTC

The Service Provider shall also be entitled to modify these General Terms and Conditions unilaterally, subject to prior notification to you through the Website. The modified conditions shall become binding on you upon your first use of the Website, except where you have objected to the modifications, and they shall apply to orders submitted after the modification. If you do not accept the provisions of the GTC or any amendments thereto, you are not entitled to use the Website or place an order.

3.3. Conclusion of contracts, general information

Any technical information required for the use of the Website/Web Store and for purchasing products that is not included in these GTC will be provided in the other information notices available on the interface of the Website/Web Store.

The language of the contract is Hungarian, and the governing law in the relationship between you and the Service Provider is the Hungarian law.

Orders submitted via the Website do not qualify as written purchase orders but as a legal statement made by conduct, thus the contract concluded electronically between you and the Service Provider does not qualify as a written contract and will not be filed by the Service Provider, so they cannot be accessed and viewed subsequently.

The Service Provider shall not be bound by the provisions of any Code of Conduct.

Orders can be placed *electronically*. It is not possible to place orders by fax, telephone, e-mail or post; the Service Provider will not perform orders received in this way.

4. Registration

Registration is not required for placing an order through the Website. However, if you want to use a fan card when ordering, registration is required.

You can register by filling out and submitting the registration form that appears after clicking on 'Login' and then on 'No account yet?' Register one.' To submit the registration, you must accept the Privacy Notice by checking the appropriate checkbox on this page.

The Service Provider will notify you about the success of your registration by e-mail in which you will receive the link necessary to confirm your registration. You can activate your registration via this link. If the e-mail does not arrive, you should also check your spam folder. If it is not in the spam folder either, please, contact the Service Provider.

After successful registration, you can log in to your user account by entering the login details (e-mail address and password) provided during registration in the login interface.

You may also register by clicking the 'Continue with Facebook' or 'Continue with Google' button, where you may log in by entering your username and password required to log in to your Facebook or Google account.

You may cancel your registration at any time by sending an e-mail to fradishop@fradi.hu.

You are solely responsible for the confidentiality of your user access details. If you learn that the password you entered during registration may have been acquired by an unauthorised third party, you must immediately change your password, and if it is suspected that such third party may have misused the password in any manner, you must also report it to the Service Provider.

You must update your personal data provided during your registration as necessary so it should be up to date, complete and valid at all times. The Service Provider shall not be liable for any delivery delay that can be attributed to any order data provided by you incorrectly and/or inaccurately.

5. Order process

5.1. Ordering products

You can learn about the essential features and characteristics of the products on the Website, the instructions for the use of the product on the information page of the specific product, and the detailed properties of the product are included in the instructions for use attached depending on the nature of the product.

If you have any questions about the products before purchasing, the Service Provider is at your disposal via the contact details provided in point **Hiba! A könyvjelző nem létezik..**

You can add the selected products to your shopping cart by clicking on 'Add to Cart'. You can view and modify the contents of your cart by clicking on the cart icon (in the top right corner of the page) after which you can change the quantity of products or delete the products. If you have found everything to be in order with the products placed in your cart, you can continue the order by clicking on 'Next'. You can select the desired shipping method in the 'Shipping information' menu and, by clicking on 'Next', the payment method in the 'Payment information' menu. By clicking on the 'Next' button, you can add a comment to your order, which is optional.

If you have a registration and have not yet logged in, please, log in to simplify the order process, but if you do not wish to use a fan card for your order you can continue the order process without registering, by providing the requested information.

The advantage of registering on our Website is that you can place your order on the Website faster and can also track it.

Before sending your order, please check that the information you provided is correct. If the data provided is correct, then you must accept these GTC and the contents of the Privacy Notice by ticking the checkbox on this page so that you can submit your order.

After that, click on the 'Submit Order' button to finally submit your order to the Service Provider. The Service Provider will notify you about the success of the order on the following page and also by e-mail where the number of your order can also be found. The order is therefore placed by clicking on the 'Submit Order' button, which creates a payment obligation for you.

Orders will be processed on working days between 10 a.m. and 7 p.m. Orders can be submitted also outside the period designated for processing orders, however, if the order is placed outside business hours, it will only be processed on the next working day.

Correction of wrong data entry: You can change any wrong data entry on the Website at any time during any phase of placing the order until the order is sent to the Service Provider without losing the content of your shopping cart. You can change the data recorded in your account after logging in, and you can delete the product from the shopping cart by clicking on the trash bin icon or you can change the product quantity (number of items) using the +/- buttons. If wrong data needs to be corrected during the ordering process, exiting the cart will not automatically empty the cart.

The Order will be processed on business days from 10 a.m. to 7 p.m. (hereinafter referred to as 'Business Hours') (no processing on weekends and public holidays). If the Order is submitted after Business Hours, it will be processed on the next Business Day.

5.2. Product prices

The purchase price of the products displayed on the Website includes VAT and any other applicable public charges (i.e. the gross price).

The purchase price shown next to the product does not include the cost of delivery. The cost of home delivery is quoted by the Service Provider in the menu item [Order and Delivery](#).

No extra packaging costs will be charged.

Product prices are given in Hungarian forint (HUF).

The total amount payable includes all costs according to the order summary and the confirmation letter. If an additional service selected by you is subject to a fee, the system will automatically add it to the price of the product(s) in your shopping cart, which you can check on the order interface during the ordering process.

The Service Provider reserves the right to change the prices of the products that can be ordered on the Website, provided that the change shall become effective upon its publication on the Website. The modification does not adversely affect the purchase price of products already ordered, it will only apply to orders placed after the modification enters into force.

5.3. Commitment to the offer, confirmation, conclusion of the contract

The Service Provider shall confirm to you receipt of the order (offer) sent by you to the system without delay but no later than within 48 hours by means of an automatic confirmation e-mail. The confirmation e-mail sent by the Service Provider qualifies as an acceptance of your buying offer which creates a valid contract between you and the Service Provider.

You are released from your commitment unless you receive the e-mail confirming your order from the Service Provider without delay (within 48 hours at most).

If you find any erroneous data in the confirmation e-mail, you must report it to the Service Provider immediately and within 1 working day at the latest so as to prevent unwanted delivery of the wrong order.

The order qualifies as an electronically concluded contract which is governed by the provisions of Act V of 2013 on the Civil Code and Act CVIII of 2001 on Certain Issues of Electronic Commerce Activities and Information Society Services. The contract is subject to the provisions of Govt. Decree 45/2014 (II.26.) on the Detailed Rules of Contracts between Consumers and Businesses as well as to the provisions of Directive 2011/83/EU of the European Parliament and of the Council on Consumer Rights.

5.4. Payment methods

- Cash on delivery: Cash on delivery is free of charge. The value of the order must be paid in cash to the courier, or in the Brand Store if you ordered the product with a pickup option.
- On-line payment with credit card: The final amount of the order can also be paid immediately through the credit card system of Global Payments as the financial service provider. The system uses a secure channel and is automatic. The financial service provider receives only the card details needed for the payment transaction provided by you through the payment page encrypted with 128-bit SSL encryption. The financial service provider does not receive information from the Service Provider about the personal data related to the order and the content of the purchase. For card payments, your Internet browser must support SSL encryption. The amount paid as the final amount of the order will be immediately blocked in your current account. The Service Provider does not store or have access to any data relating to your credit card or the underlying bank account, including numbers or expiry dates.

5.5. Delivery

The product can be requested with home delivery or pickup at the Brand Store.

5.5.1. Home delivery by courier service

The courier service delivers orders from 8 a.m. to 5 p.m. Monday to Friday.

The courier service will send a notification to you by e-mail about the current status of your package to the email address you provided during the order.

If you are not found by the courier at the shipping address at the time indicated and the delivery of the package fails, the courier will leave a notice at the shipping address. The courier will retry delivery on the next business day, unless a new time has been agreed on using the phone number on the notice.

The courier service will attempt delivery three times in total, however, if the 3rd delivery is also unsuccessful - for reasons attributable to you - the order will be returned to the Service Provider.

If you experience any damage to the package during receipt, do not accept the product from the courier, ask them to draw up a report and return the package with the courier.

5.5.2. Pickup order

The order can also be requested with pickup at the Brand Store mentioned in point 2.6 during business hours. The Service Provider will inform you by e-mail when the order can be picked up at the Brand Store.

5.5.3. Delivery Time and Fee

The Service Provider will deliver the Order to you within 5 working days (10 working days due to the increased turnover during the Christmas season and year-end period), if

- all products in the Order are in stock at the Supplier in sufficient quantities.

If the Service Provider does not have any of the ordered products in stock, it will contact you by phone or e-mail in order to agree on the delivery of the products in stock and the products not in stock. You expressly agree that after placing the Order, the Service Provider will inform you whether the products are in stock or not. In the case of products not in stock, the Service Provider will inform you about the time it takes for it to order them from its own suppliers and the deadline by which it can deliver them to you. If you accept the new delivery date, the Service Provider will send a confirmation of the above by e-mail. If you do not wish to order the products not currently in stock, you may withdraw from the contract without any adverse legal consequences. In this case, you may decide whether to request some of the products in your order or to cancel all of them.

The delivery cost can always be previewed in the 'Order and Delivery' menu item at the bottom of the Website page.

The exact delivery date will always be included in the confirmation sent by the Service Provider.

Unless otherwise agreed by the Parties, the Service Provider shall make the product available (i.e. deliver it) to the consumer without delay but no later than within thirty days after the conclusion of the contract.

In the event of a delay by the Service Provider, you, as a consumer, are entitled to set an extended deadline. If the Service Provider fails to perform by the extended deadline, the consumer is entitled to withdraw from the contract.

You are entitled to withdraw from the contract without setting an extended deadline if

- a) the Service Provider has refused delivery of the Contract; or
- b) according to the agreement of the parties or due to the intended purpose of the service, the contract should have had to be performed at the designated time and only at that time.

6. Right of cancellation

The provisions of this point shall apply only to natural persons who purchase for a purpose outside their commercial, industrial, craft or professional activity (hereinafter: Consumer).

Pursuant to Directive 2011/83/EU of the European Parliament and of the Council, the Consumer shall be entitled to cancel the contract, without giving reasons for such cancellation, within fourteen (14) days after receipt by the Consumer, or by a third party designated by the Consumer other than the carrier,

- a) of the product,
- b) in case of delivering several products, of the last delivered product,
- c) in case of delivering a product consisting of several lots or items, of the last lot or item, or
- d) where the product is to be delivered regularly within a given period, of the first delivery.

The Consumer may also exercise the right of cancellation between the day of signing the contract and the day of receiving the product.

6.1. The Consumer does not have the right of cancellation:

- a) in the case of non-prefabricated products which have been produced on the basis of the Consumer's instructions or express request, or for products which are clearly customised for the consumer (e.g. garments with a unique label);
- b) in respect of perishable or quickly expiring products (e.g. fresh food, hot food);

- c) in respect of products sold in a sealed package which must not be returned after they have been unwrapped for reasons of health protection or hygiene. The Service Provider cannot be expected to take back such products if the Consumer has already opened the package directly protecting the product and/or started using the product for its intended purpose, because in this case it cannot be excluded that the product has contacted human body or body fluids or bacteria and therefore the product's hygienic or health quality can no more be guaranteed. If the Consumer has not yet started using these products covered by the exception, i.e. has not yet opened the packaging directly protecting the product, they may exercise their right of cancellation in accordance with the general rules.

6.2. Exercising the right of cancellation

If the Consumer wishes to exercise their right of cancellation, they shall send their notice of cancellation (by post or by electronic mail) to the Service Provider using the contact details specified in point 1 of these General Terms and Conditions. For this purpose, the Consumer may also use the sample notice of cancellation form available via this [link](#).

The Consumer shall be deemed to have exercised their right of cancellation in time if they send their notice of cancellation to the Service Provider before the expiry of the deadline set out above.

The Consumer must prove that they exercised their right of cancellation in accordance with the provisions of Section 6. The Service Provider shall promptly confirm by e-mail the receipt of the Consumer's notice of cancellation.

In case of written cancellation, it shall be deemed submitted in due time if the Consumer sends the relevant notice to the Service Provider within 14 calendar days (including on the 14th calendar day).

In case of notification by mail, the date of posting while, in case of sending by e-mail, the time of sending will be considered by the Service Provider for calculating the deadline. The Consumer must send the notice by registered mail so that the date of sending can be proved conclusively.

6.3. Returning a product

In case of cancelling the order, the Consumer shall return the product to the Service Provider without undue delay but no later than within 14 days after giving the notice of cancellation. The above deadline shall be deemed to have been kept if the Consumer sends the product (by post or via a courier service) before the expiry of the 14-day period.

Please return the product to the following address:
1091 Budapest, Üllői út 129., [Fradi Shop](#)

The costs of returning the product shall be paid by the Consumer unless the Service Provider undertook to pay such costs. However, the Service Provider does not take over the arrangements and the costs of the return delivery from the Consumer. The Service Provider does not accept packages returned with postage to be paid by the recipient. The cost of returning the product shall be the only cost to be paid by the Consumer in connection with the cancellation of the order.

6.4. Refund of the purchase price

If the Consumer cancels the order, the Service Provider shall, promptly but no later than within 14 days of receiving the Consumer's notice of cancellation, refund all payments made by the Consumer including freight costs (paid for the delivery) but excluding any extra costs incurred because the Consumer chose a delivery method other than the least expensive common delivery method offered by the Service Provider.

The Service Provider shall be entitled to withhold any refunds until it has received the returned product or until the Consumer has proved conclusively that the same has been sent back, whichever occurs first. In making the refund, the Service Provider will apply the same payment method as was used in the original transaction unless the Consumer gives their express consent to the application of a different payment method; provided that the Consumer shall not incur any extra costs due to the application of such different refund method.

6.5. Liability for impairment of the product

The Consumer shall only be made accountable for any impairment in the product if such impairment occurred due to use of the product which exceeds what is reasonably necessary for learning the product's nature, characteristics and functioning. The Service Provider may therefore demand reimbursement of impairment and reasonable costs arising from use in excess of the use necessary to determine the nature, characteristics and operation of the product, if it has started to perform the contract of services before the deadline at the express request of the Consumer and the latter exercises the right of cancellation.

7. CONDITIONS FOR CONTRACTUAL PERFORMANCE IN THE CASE OF SALE OF A PRODUCT (GOODS) SELLED UNDER A CONSUMER CONTRACT

The Service Provider performs incorrectly if the product does not meet the quality requirements established in the contract or legal regulations at the time of performance. The Service Provider will not perform incorrectly if the Customer was aware of the error at the time of concluding the contract or should have been aware of the error at the time of concluding the contract.

A clause in a contract between a consumer and a business shall be invalid, which derogates from the provisions of this Chapter relating to the warranty and guarantee of supplies to the detriment of the consumer.

7.1. Warranty

7.1.1. Warranty for defects

In case of defective delivery by the Service Provider, you may assert a warranty claim against the Service Provider, the Customer may assert a warranty claim against the Service Provider in accordance with the rules of the Civil Code and, in the case of a consumer contract, Government Decree 373/2021 (VI.30.).

The Customer may enforce its warranty claim directly against the Service Provider.

The Service Provider will perform incorrectly if the defect of the product is due to improper commissioning, provided that

- a) the commissioning is part of the sales contract and was performed by the Service Provider or under the responsibility of the Service Provider; or
- b) the commissioning had to be carried out by the Customer, who is a consumer, and the improper commissioning is a consequence of the deficiencies in the commissioning instructions provided by the Service Provider or, in the case of products containing digital elements, by the digital content or digital service provider.

If, according to the sales contract, the product is put into operation by the Service Provider, or the commissioning takes place under the responsibility of the Service Provider, the performance shall be deemed completed by the Service Provider when the commissioning is completed.

Deadline for validation of warranty claims and burden of proof, time for reporting an error

In case of purchasing a new product under a consumer contract, you may enforce a warranty claim within **2 years** after the date of receipt for product defects that already existed when the product was delivered. No warranty claim for defects may be asserted by you after the expiry of the two-year warranty period.

In case of a contract made with a party other than a consumer, the buyer may enforce a warranty claim within 1 year after the date of receipt.

Within one year of the fulfilment of the contract, there are no other conditions for enforcing the warranty claim within one year after the notification of the error, if the Customer proves that he has purchased the product from the Service Provider (by presenting an invoice or a copy of the invoice). In such a case, the Service Provider will only be released from the warranty if it rebuts this presumption, ie proves that the defect of the product occurred after the delivery to the Customer. If the Service Provider can prove that the cause of the defect arose due to a reason attributable to the Customer, it is not obliged to accept the warranty claim made by the Customer. However, after the expiration of 1 year from the fulfilment, the Customer is obliged to prove that the defect recognized by the Customer already existed at the time of fulfilment.

The Customer is obliged to notify the Service Provider of the defect immediately after its discovery, but not later than within two months from the discovery of the defect.

Customer warranty rights

You may request either repair or replacement at your sole discretion except where either option is impossible or if it would entail unreasonably high costs for the Service Provider to satisfy your request compared to satisfying similar requests by others. If you did not or could not request repair or replacement, you may request a proportional reduction of the purchase price, or rescind the contract. The contract cannot be rescinded in case of minor defects.

Within the framework of the exercise of the Customer's warranty rights for defects, **the Service Provider may not correct the defect at its own expense or have it repaired by anyone else.**

You may switch from one method of asserting your claim for defects to another, however, you must pay the costs of such switch, except where it was justified or attributable to the Service Provider.

The Customer must make the product available to the Service Provider in order to complete the repair or replacement.

In the case of a consumer contract, until proven otherwise, a defect recognized within one year from the date of performance of the product and the product containing the digital elements shall be presumed to exist at the time of fulfilment, unless that presumption is incompatible with the nature of the product or the nature of the defect.

If the Customer asserts its warranty claim in respect of the part that can be separated from the product in terms of the indicated defect, the warranty claim shall not be deemed valid for the other parts of the product.

Special rules for enforcing the warranty for supplies

In the case of a contract between a consumer and a business for the sale or supply of digital content, the Service Provider may refuse to make the product contractable if repair or replacement is impossible or would result in disproportionate additional costs for the Service Provider, taking into account all circumstances, including the value of the product in good condition and the seriousness of the breach of contract.

The company must ensure the return of the replaced product at its own expense. If the repair or replacement requires the removal of a product that has been put into service in accordance with the nature and purpose of the product before the defect became apparent, then the obligation to repair or replace shall include the removal of the non-conforming product and the putting into service of the replacement or repaired product or the bearing of the costs of removal and installation.

Depending on the gravity of the breach of contract, the Customer is entitled to demand a proportionate delivery of the consideration or to terminate the sales contract if

- the Service Provider has not performed the repair or replacement, or has performed it, but has not partially or fully complied with the following conditions:
 - the Service Provider must ensure the return of the replaced product at its own expense,
 - If the repair or replacement requires the removal of a product that has been put into service in accordance with the nature and purpose of the product before the defect became apparent, the obligation to repair or replace shall include the removal of the non-conforming product and the putting into service of the replacement or repaired product or the bearing of the costs of removal and installation.
- the Service Provider has refused to make the product contractual,
- a repeated performance error has occurred, despite the Service Provider's attempt to bring the product into conformity with the contract,
- the defect in performance is of such a seriousness that it justifies immediate price reduction or immediate termination of the sales contract, or
- the Service Provider has not undertaken to make the product in conformity with the contract, or it is clear from the circumstances that the Service Provider will not make the product in conformity with the contract within a reasonable time or without significant damage to the Customer.

The delivery of the recompense is proportional if its amount is equal to the difference between the value of the product due to the Customer in the event of contractual performance and the value of the product actually received by the Customer.

Termination of contract due to defective performance

If the Customer wishes to terminate the sales contract on the grounds of defective performance, the Service Provider shall bear the burden of proving that the defect is insignificant.

The Customer's right to guarantee the supply of the contract for the termination of the sales contract may be exercised by a legal declaration addressed to the Service Provider expressing the decision on the termination.

If the defective performance affects only a certain part of the product provided under the sales contract and the conditions for exercising the right to terminate the contract apply to them, the Customer may terminate the sales contract only in respect of the defective product, but also in respect of any other product acquired with them if it cannot be reasonably be expected from the Customer to retain only products that comply with the contract.

If the Customer terminates the sales contract in whole or in part in respect of a part of the product supplied under the sales contract,

- the Customer must return the affected product to the Service Provider at the expense of the Service Provider and
- the Service Provider must immediately refund to the Customer the purchase price paid for the relevant product as soon as it has received the product or the certificate supporting the return of the product.

Right to withhold the remaining purchase price

The Customer is entitled to withhold the remaining part of the purchase price - depending on the gravity of the breach of contract - in part or in full until the Service Provider fulfils its obligations related to the contract compliance and defective performance.

A reasonable period of time for the product to be repaired or replaced shall be calculated from the time the Customer notifies the company of the defect.

7.2. Product warranty

In case of a defective product (movable property), you may, at your sole discretion, decide to enforce the right set out in point 7.1 or assert a product warranty claim provided that you qualify as a consumer.

However, you are not entitled to assert a claim for defects and a product warranty claim for the same defect at the same time. If you are entitled to assert a product warranty claim, you shall assert your claim for defects with respect to a replaced product or its repaired part directly against the manufacturer.

You may exclusively claim either the repair or the replacement of the product under a product warranty claim. In case of asserting a product warranty claim, you must prove the defect of the product.

A product shall be deemed defective if it does not comply with the relevant quality standards in effect at the time it is sold or if it does not have the characteristics included in the manufacturer's specifications.

You can assert any product warranty claim within two years after the product has been put in commercial distribution by the manufacturer. The expiry of this deadline shall cause the above right to be forfeited. If you detect any defect, you shall promptly report the same to the manufacturer. The defect shall be deemed to have been reported in due time if it is reported within two months of its detection. The consumer is liable for any damage that results from belated notification.

You may exercise your right to assert a product warranty claim against either the manufacturer of the product or against its distributor. The manufacturer or distributor is exempted from product warranty only if it is able to prove that:

- the product was not manufactured or distributed as part of their regular business activity, or
- the defect could not be detected according to the current state of science or technology at the time it was first distributed, or
- the defect of the product is due to the application of a provision of the law or authority requirement.

The manufacturer or distributor has to prove only one of the above to be exempted from the warranty.

8. GUARANTEE

In case of defective performance, the Service Provider shall provide guarantee pursuant to the provisions of Govt. Decree 151/2003. (IX.22.) on the Mandatory Guarantee of Certain Durable Consumer Goods.

The (material) scope of the Decree applies only to products sold under a new consumer contract concluded in the territory of Hungary and listed in the annex to the Decree.

You can enforce guarantee rights only if you qualify as a consumer.

In addition to the mandatory guarantee period, the Service Provider will indicate the guarantee period for each product - where it is longer than the mandatory guarantee period - at the latest when you receive the product by means of providing the relevant information on the guarantee voucher.

The Service Provider may be exempted from its guarantee obligation only if it proves that the cause of the defect has arisen after delivery.

8.1. Guarantee period

- a) **one year** in the case of a sale price between HUF 10,000 and HUF 100,000,
- b) **two years** in the case of a sale price between HUF 100,000 and HUF 250,000,
- c) **three years** in the case of a sale price over HUF 250,000.

Non-observance of the above-mentioned time limits will cause the loss of right. The guarantee period does not include that part of the repair time during which you are prevented from using the product as intended.

The guarantee period begins on the date of delivery of the consumer goods to you or, if commissioning is undertaken by the company or its agent, on the day of commissioning. If you put the consumer product into operation more than six months after delivery, the starting date of the guarantee period is the date of delivery of the consumer product.

The defect shall not be covered by the guarantee if the cause occurred after the delivery of the product to you, for example, if the defect was caused by

- improper commissioning (unless the commissioning was carried out by the Service Provider or its agent, or if the improper commissioning can be attributed to an error in the user manual)
- misuse, non-observance of the instructions for use,
- improper storage, improper handling, vandalism,
- damage caused by a natural disaster.

8.2. Guarantee claims

In the event of a warranted defect, you:

- may, at your sole discretion, request in particular repair or replacement under the conditions specified in the Guarantee Certificate, unless it is impossible to satisfy the chosen guarantee claim or would result in a disproportionate additional cost to the Service Provider compared to the other guarantee claim option, taking into account the value of the product when non-defective, the gravity of the breach of contract and the detriment caused to you by satisfying the guarantee claim.
- if the Service Provider has not undertaken the repair or replacement, or is unable to perform this obligation respecting your interests, or if your interest in the repair or replacement has ceased, you may, at your sole discretion, demand a proportionate reduction of the purchase price and repair the defect yourself or have it repaired by a third party at the Service Provider's cost, or rescind the contract. The contract cannot be rescinded in case of minor defects.

Any repairs or replacements must be carried out within a reasonable period of time, taking into account the characteristics of the product and its intended use, and with respect to the Customer's interests. The Service Provider shall endeavour to carry out the repair or replacement within no more than **fifteen days**.

8.3. If, during the guarantee period,

- a) while repairing the product for the **first time**, the Service Provider establishes that the product cannot be repaired, and unless you give a different instruction, the Service Provider shall **replace the product within eight days**;
- b) the product **fails again after the third repair**, the Service Provider shall **replace the product within eight days**, unless you give a different instruction or request a proportionate reduction of the purchase price and choose to repair the product yourself or have it repaired by a third party at the Service Provider's cost;
- c) If the product is not **repaired by the thirtieth day** from the notification of the repair request to the Service Provider the Service Provider shall **replace the product within eight days** after the expiry of the thirty-day deadline unless you give a different instruction.

If it is not possible to replace the product, the Service Provider shall refund to you within eight days the purchase price indicated on the invoice or receipt presented by you. The period of eight days shall begin after the expiry of the thirty-day period in the case referred to in subparagraph (c) above.

In case of repair, only parts not used before may be incorporated in the product.

In the event of replacement (repair) of the product or part of the product, the guarantee period shall restart for the replaced (repaired) product (part of the product) as well as for any defect that occurs as a result of the repair.

If you claim a replacement within three working days of purchase (commissioning) due to a defect in the product, the Service Provider may not claim unreasonable additional costs and it must replace the product, provided that the defect prevents intended use.

Costs related to the performance of the guarantee obligation shall be borne by the Service Provider.

However, you are not entitled to assert a claim for defects and a product guarantee claim for the same defect at the same time.

Enforcing a warranty claim

The Customer may enforce the warranty claim against the Service Provider. You may report a guarantee claim via the contact details provided in point 1.

If the manufacturer provides a warranty for a specified period of time for a specific product, the Customer may directly claim from the manufacturer during the entire warranty period to repair the defect in the product or replace the product in accordance with the rules for exercising warranty rights. The manufacturer may provide the Customer with more favorable terms than those set out in the relevant legal provisions in the warranty statement.

Accordingly, the guarantee does not affect the enforcement of your rights provided by the laws, in particular the right to warranty for defects and product warranty and indemnification.

If any dispute arises between the parties which cannot be settled amicably, you may initiate conciliation proceedings as described in point 9.2 iii).

9. AVAILABLE LEGAL REMEDIES

9.1. Place, time and method of complaint handling

You may file a complaint with the Service Provider concerning the conduct of the Service Provider and any person acting in the interest or for the benefit of the Service Provider directly related to the distribution or sale of the goods to you.

You may make your complaint orally (by telephone) or in writing (by e-mail or post).

You may submit consumer complaints related to the product or the Service Provider's sales activities primarily directly through the contact details specified in point 1.

The Service Provider shall, if possible, rectify a verbal complaint communicated by telephone immediately. If it is not possible to remedy the oral complaint immediately due to the nature of the complaint, or if you do not agree with the handling of the complaint, the Service Provider shall keep a report on the complaint for 3 years, together with its substantive response to the complaint.

In the event of an oral complaint communicated by telephone or other electronic communication service, the Service Provider shall send a copy of the report to you upon sending its substantive reply at the latest.

The Service Provider will assign a unique identifier to the complaint recorded by telephone or other means of communication which makes it easier to retrieve the complaint subsequently.

The Service Provider shall respond to the complaint received in writing within 30 days.

If the complaint is rejected, the Service Provider shall inform you of the reason for the rejection as well as the authority or conciliation board with which you are entitled to initiate proceedings concerning your complaint, depending on its nature. The information shall also include the registered office, telephone and internet contact details and mailing address of the competent authority or the conciliation board that is competent according to your place of residence or stay. The information shall also include whether the Service Provider wishes to use conciliation for resolving consumer disputes.

9.2. Other available legal remedies

If any consumer dispute between you and the Service Provider is not resolved during your negotiations with the Service Provider, as a consumer you may turn to the Conciliation Board competent according to your place of residence or stay and initiate the proceedings of the Board, or initiate proceedings at the Conciliation Board competent according to the Service Provider's registered office, and the following additional enforcement options are available to you:

i) Filing a complaint with the consumer protection authority

The National Consumer Protection Authority was terminated by legal succession with effect from 31 December 2016 pursuant to Government Decree 387/2016 (XII. 2.) on the legal succession of certain central offices and ministerial background institutions operating as central budgetary institutions, as well as on taking over certain public tasks. For this reason, starting from 1 January 2017, consumers can submit their complaints primarily to the territorially competent district offices.

Contact details of district authorities: <http://jarasinfo.gov.hu>

If you notice a violation of your consumer rights, you may file a complaint with the consumer protection authority competent according to your place of residence. Following the assessment of the complaint, the authority shall make a decision on conducting the consumer protection procedure.

The consumer protection authority will act upon request or *ex officio* examining the market behaviour of the Service Provider from consumer protection aspects. However, your individual case will be resolved by the conciliation board, i.e. in this case the consumer protection authority will transfer your case to the conciliation board.

ii) Dispute resolution procedure through the European Union's online dispute resolution platform:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=HU>

In the case of a consumer dispute related to an online sales contract, consumers may settle their disputes related to online shopping, even cross-border, electronically by submitting an electronic complaint on the online platform available via the link above.

All you need to do is to register on the online platform available at the link above, complete a request form in full and then submit it electronically to the Conciliation Board via the platform. In this way you can assert your rights easily despite the distances.

iii) Initiating a conciliation procedure

Contact details of Conciliation Boards: <http://www.bekeltetes.hu/index.php?id=testuletek>

If the Service Provider rejects your complaint, you are also entitled to apply to the conciliation board competent according to your place of residence or stay: the condition for initiating the proceedings of the conciliation board is that you first attempt to settle the dispute with the Service Provider directly.

The conciliation board is competent in resolving consumer disputes out of court. The task of the conciliation board is to try to reach an agreement between you and the Service Provider in order to settle the consumer dispute. If it is unsuccessful, the board shall make a decision in order to ensure the simple, fast, efficient and cost-effective enforcement of consumer rights. The conciliation board shall provide advice on the rights and obligations of the consumer at your or the Service Provider's request.

The conciliation board's proceedings are initiated at the consumer's request. The request shall be made in writing to the president of the conciliation board. The proceedings of the board are free of charge.

The conciliation board competent according to the registered office of the Service Provider is the Budapest Conciliation Board.

The Service Provider has an obligation to cooperate during the proceedings of the conciliation board. As part of the procedure, the Service Provider must reply to the conciliation board and delegate to the hearing a person duly authorised to reach an agreement. In case the seat or the operating site of the Service Provider is registered in a county different from the county of the Chamber operating the conciliation board competent in the area, the cooperation obligation of the company shall only include offering the possibility of a written settlement satisfying the needs of the consumer.

For the purposes of the regulations applicable to conciliation boards, 'consumer' shall include any NGO, church, condominium, housing cooperative, micro, small and medium sized enterprise qualified as such under a separate law that purchases, orders, receives, or uses goods, or that is the recipient of commercial messages or offers related to goods.

Baranya County Conciliation Board

Address: 7625 Pécs, Majorossy I. u. 36.

Phone number: 06-72-507-154

Fax: 06-72-507-152

Email: abeck@pbkik.hu; mbonyar@pbkik.hu

Bács-Kiskun County Conciliation Board

Address: 6000 Kecskemét, Árpád krt. 4.

Phone number: 06-76-501-500; 06-76-501-525, 06-76-501-523

Fax: 06-76-501-538

Email: bekeltetes@bacsbekeltetes.hu; mariann.matyus@bkmkik.hu

Website: www.bacsbekeltetes.hu

Békés County Conciliation Board

Address: 5600 Békéscsaba, Penza ltp. 5.
Phone number: 06-66-324-976
Fax: 06-66-324-976
Email: eva.toth@bmkik.hu

Budapest Conciliation Board

Address: 1016 Budapest, Krisztina krt. 99. III. em. 310.
Phone number: 06-1-488-2131
Fax: 06-1-488-2186
Email: bekelto.testulet@bkik.hu

Fejér County Conciliation Board

Address: 8000 Székesfehérvár, Hosszúsétátér 4-6.
Phone number: 06-22-510-310
Fax: 06-22-510-312
Email: fmkik@fmkik.hu

Hajdú-Bihar County Conciliation Board

Address: 4025 Debrecen, Vörösmarty u. 13-15.
Phone number: 06-52-500-710
Fax: 06-52-500-720
Email: korosi.vanda@hbkik.hu

Jász-Nagykun-Szolnok County Conciliation Board

Address: 5000 Szolnok, Verseggy park 8. III. emelet 305-306.
Phone number: 06-56-510-621, 06-20-373-2570
Fax: 06-56-510-628
Email: bekelto.testulet@jnszmik.hu

Nógrád County Conciliation Board

Address: 3100 Salgótarján, Alkotmány út 9/A.
Phone number: 06-32-520-860
Fax: 06-32-520-862
Email: nkik@nkik.hu

Somogy County Conciliation Board

Address: 7400 Kaposvár, Anna u.6.
Phone number: 06-82-501-026
Fax: 06-82-501-046
Email: skik@skik.hu

Tolna County Conciliation Board

Address: 7100 Szekszárd, Arany J. u. 23-25. III. emelet
Phone number: 06-74-411-661
Fax: 06-74-411-456
Email: kamara@tmkik.hu

Borsod-Abaúj-Zemplén County Conciliation Board

Address: 3525 Miskolc, Szentpáli u. 1.
Phone number: 06-46-501-091;06-46-501-870
Fax: 06-46-501-099
Email: bekelto@bokik.hu

Csongrád County Conciliation Board

Address: 6721 Szeged, Párizsi krt. 8-12.
Phone number: 06-62-554-250/118
Fax: 06-62-426-149
Email: bekelto.testulet@csmkik.hu

Győr-Moson-Sopron County Conciliation Board

Address: 9021 Győr, Szent István út 10/a.
Phone number: 06-96-520-217
Fax: 06-96-520-218
Email: bekelto.testulet@gymkik.hu

Heves County Conciliation Board

Address: 3300 Eger, Faiskola út 15.
Phone number: 06-36-429-612
Fax: 06-36-323-615
Email: hkik@hkik.hu

Komárom-Esztergom County Conciliation Board

Address: 2800 Tatabánya, Fő tér 36.
Phone number: 06-34-513-027
Fax: 06-34-316-259
Email: szilvi@kemkik.hu

Pest County Conciliation Board

Address: 1119 Budapest, Etele út 59-61. II. emelet 240.
Mailing address: 1364 Budapest, Pf.: 81
Phone number: 06-1-269-0703
Fax: 06-1-474-7921
Email: pmbekelto@pmkik.hu

Szabolcs-Szatmár-Bereg County Conciliation Board

Address: 4400 Nyíregyháza, Széchenyi u. 2.
Phone number: 06-42-311-544
Fax: 06-42-311-750
Email: bekelto@szabkam.hu

Vas County Conciliation Board

Address: 9700 Szombathely, Honvéd tér 2.
Phone number: 06-94-312-356
Fax: 06-94-316-936
Email: vmkik@vmkik.hu

Veszprém County Conciliation Board

Address: 8200 Veszprém, Radnóti tér 1.
földszint 116.

Phone number: 06-88-429-008

Fax: 06-88-412-150

Email: bekelteto@veszpremikamara.hu

Zala County Conciliation Board

Address: 8900 Zalaegerszeg, Petőfi u. 24.

Phone number: 06-92-550-513

Fax: 06-92-550-525

Email: zmbekelteto@zmkik.hu

iv) Initiation of court proceedings

If you do not turn to a conciliation board or the procedure was unsuccessful, you can also turn to court in order to settle the dispute in civil proceedings in accordance provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure. The lawsuit must be initiated with a statement of claim. The statement of claim must be accompanied by all documents that you refer to as evidence.

The statement of claim must contain the following information:

- the competent court;
- the name, home address and the legal status in the lawsuit of the parties and of their representatives;
- the rights to be enforced, the presentation of the underlying facts and their evidence;
- any data suitable for establishing the jurisdiction and competence of the court;
- an express request for the court's decision.

10. MISCELLANEOUS PROVISIONS**10.1. Liability**

It is forbidden, in particular, to download, store and use any part or all of the product database in an automated or other way. The Service Provider shall take all measures under civil and criminal law in order to eliminate or remedy any objectionable and undesirable practices.

Furthermore, the Service Provider shall not be liable for any websites to which the banners, links, etc. placed by potential advertisers point. In such a case, the advertiser assumes full liability for any third party claims related to the content they upload, create or otherwise publish on the Website.

It is your obligation and direct interest to provide an e-mail address where you can be contacted at any time in order to ensure the continuous exchange of information and to be able to submit a valid Order. It is your responsibility to set up and maintain the e-mail mailbox in such a way that you receive the Service Provider's e-mails continuously (e.g. any e-mail from the Service Provider that is forwarded to spam shall be deemed received).

You shall use the Website and the webshop at your sole risk, and accept that the Service Provider shall not be liable for any proprietary or non-proprietary damage arisen during such use except if it is caused wilfully, with gross negligence or by a criminal act or if the breach of contract endangers human life or physical integrity or health.

The Service Provider disclaims any liability for the conduct of the users of the Website and you are fully and exclusively liable for your own conduct.

You shall make sure that your use of the Website does not violate the rights of third parties or the laws either directly or indirectly.

You shall be fully and exclusively liable for your conduct, and the Service Provider will fully cooperate with the relevant authorities in investigating any violations of the law.

The Service Provider is entitled, but not obliged, to check the content (e.g. posts) published by you during your use of the Website, and the Service Provider is entitled, but not obliged, to look for signs of illegal activity and shall not be liable for any such activity.

The pages of the service may contain links to other service providers' websites. The Service Provider shall not be liable for the data protection practices and other activities of such other service providers.

You shall be fully liable for any claims, demands and fines asserted against or imposed on the Service Provider which are enforced against the Service Provider by a third party in connection with your activities.

If the performance of any party under the contract is prevented by force majeure, that party shall not be liable for any delay or error in its performance during the period of force majeure. For the purposes of these GTC, force majeure shall include, but not be limited to, a malfunction resulting from a fault in the telecommunications network.

The Service Provider is entitled to use a subcontractor to perform its obligation. The Service Provider shall be fully liable for the subcontractor's unlawful conduct as if it had committed the unlawful conduct itself.

You may assign your obligations and rights under these GTC or the Order only with the Service Provider's prior written consent.

If the Service Provider fails to exercise the right provided by the GTC or under the order, such failure to exercise the right shall not be deemed a waiver of the specific right. Any waiver of rights shall be valid only if made by an express written declaration. If the Service Provider does not strictly apply one of the essential conditions or individual provisions of the GTC on one or more occasions, it shall not be deemed a waiver, and it may, in its sole discretion, require compliance with such conditions or provisions subsequently.

You and the Service Provider shall try to settle your disputes amicably. Orders concluded between you and the Service Provider as well as these GTC shall be governed by the Hungarian laws in force from time to time (in particular the provisions of Act V of 2013 on the Civil Code, Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses and Act CVIII of 2001 on certain issues of electronic commerce services and services related to the information society, and Act CLV of 1997 on consumer protection). During registration and/or placing orders, the Service Provider shall process the data provided by you in accordance with the provisions of Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information and Act VI of 1998 on the promulgation of the Convention on the Protection of Individuals with Regard to Automatic Processing of Personal Data, signed in Strasbourg on 28 January 1981.

10.2. Copyrights

The content of this Website is protected by copyright. The information, images and other materials on the Website, its graphic appearance and graphic elements, the names, images, brands and other elements and designations of the products and services offered for purchase on the Website are only for the purposes of shopping on the Website.

All other uses are prohibited without the written consent of the Service Provider and third parties affected by the products and services, with particular respect to recording in databases, reproduction and any form of use for advertising purposes, as well as transfer to third parties, whether in part or in reworked form in each case.