

General Terms and Conditions

PREAMBLE, IMPRESSUM AND DEFINITION

Preamble

Welcome to our website! Thank you for honouring us with trust by shopping in our webshop. Please read this document carefully before finalizing your order, since by completing the order procedure You will accept the content of this GTC. Should you have any question in connection with these General Terms and Conditions, use of the webpage, any of the products or shopping procedure, or if you wish to discuss any special demand with us, do not hesitate to contact our colleague by using contact details provided on the website.

Impressum: data of the Service Provider (Seller, Enterprise)

Name of the data controller: TCS Media Korlátolt Felelősségű Társaság

Headquarters: 1045 Budapest, Ősz utca 133. fsz. 2.

Mailing address: 1045 Budapest, Ősz utca 133. fsz. 2.

Registering authority: Fővárosi Törvényszék

Company registration number: 01-09-950696

Tax number: 23052558-1-41

Representative: Gürtler Csaba

Telephone number: +36 70 944 6644

E-mail address: shop@hybridorium.com

Website: <http://shop.hybridorium.com>

Bank account number: 11715007-20460712

IBAN: HU50 1171 5007 2046 0712 0000 0000

SWIFT code: OTPVHUHB

Data of the hosting service provider:

Name: UNAS Online Kft.

Registered office: 9400 Sopron, Kőszegi út 14., Hungary

Contact details: +36-99/200-200, unas@unas.hu

Website: unas.hu

Definitions

Parties mean the Seller and Customer collectively.

Consumer means any natural person who is acting for purposes which are out of the scope of his trade, profession or business activity.

Consumer contract means any contract to which one of the parties is qualified as consumer.

Manufacturer: the manufacturer of a product,, in the case of an imported product, the importer of the product into the European Union and any person who identifies himself as the manufacturer by affixing his name, trade mark or other distinguishing mark to a product.

Webpage means website shop.hybridorium.com, which is qualified as means of distance communication.

Contract means the contract of sale to be concluded between the Seller and Customer by using the Webpage and electronic mail.

Means of distance communication has reference to the means used for making contractual statement for conclusion of the contact. Such means include, in particular, forms with or without address, standard mails, advertisements published with an order form in press, catalogues, telephone, fax and any device ensuring the internet access.

Distance contract means any consumer contract that is concluded under an organised distance sales or service-provision scheme without the simultaneous physical presence of the parties with the exclusive use of means of distance communication.

Product means any marketable tangible movable item, indicated in the offer of the Webpage, that is marketed on the Website and intended for sale, can be acquired and forms object of the Contract.

Enterprise/Seller means a person acting within the scope of his trade, profession or business activity.

Customer/You means a person entering into the contract and making bid through the Webpage.

Commercial guarantee in the case of contracts between the consumer and enterprise (hereinafter: consumer contract) means the compulsory guarantee applicable to consumer contracts specified in the Civil Code and separate legislation.

Purchase price: the consideration to be paid for the goods and the provision of the digital content.

APPLYCABLE LAWS

The laws specifically applicable to the Contract are as follows:

Act CLV of 1997 on Consumer Protection;

Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services;

Act V of 2013 on the Civil Code (Civil Code);

Gov. Decree no. 151/2003. (IX. 22.) on compulsory guarantee for certain consumer durables;

Government Decree no. 45/2014 (II.26.) on the detailed rules for contracts between consumers and enterprises;

NGM Decree no. 19/2014. (IV.29.) on the procedural rules for administering guarantee and warranty claims on products sold to consumers under a contract between the consumer and enterprise.

Act LXXVI of 1999 on Copyright (Civil Code)

Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information

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** (Text with

EEA relevance)

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing **Directive 95/46/EC** (General Data Protection **Regulation**).

373/2021 (VI. 30.) Government Decree on the detailed rules of contracts between a consumer and a business for the sale of goods and the provision of digital content and the provision of digital services.

SCOPE, ACCEPTANCE AND AMENDMENT OF GTC

The content of the contract to be concluded between us shall be governed by these General Contract Terms and Conditions (hereinafter: GTC) - apart from the provisions of the relevant binding laws - as well as by the information available on the Webpage. Accordingly, this GTC contains the rights and obligations pertinent to You and us, terms of conclusion of the contract, terms of fulfilment, delivery and payment terms, rule of liability rules and the terms for exercising the right of withdrawal.

You are required to gain proper understanding of the provisions of this GTC prior to finalizing Your order. By shopping in the webshop You shall accept the provisions of this GTC, which shall form integral part of the contract to be concluded between You and the Seller.

The Seller shall be entitled to amend the provisions of this GTC in accordance with relevant laws. Please read through the provisions of this GTC carefully before every shopping. Any possible amendment to GTC shall be valid from the publication thereof on the webpage. Any possible amendment shall have no effect on the contracts already concluded until then (confirmed orders).

LANGUAGE AND FORM OF THE CONTRACT

The language of the contracts falling within the scope of this GTC shall be Hungarian.

The contracts falling within the scope of this GTC shall not qualify as written contracts; they shall not be registered by the Seller.

PRICES

The prices are indicated in euros. The Seller is subject to VAT-free sales, so the prices do not include VAT. We reserve the right to change prices. The purchase price indicated next to the products shall not include the delivery charges. If the Seller has indicated the price incorrectly, in the case of contracts already concluded, the GTC shall act on the basis of the section "Procedure incorrect price".

Procedure in the case of incorrect prices

The Seller shall not be liable for any negligence and / or the obviously improperly stated price due to the failure of the IT system.

It is obviously a defective price, in particular:

- 0 euro price,
- discounted but discounted price discount, in cases where it is apparent that the Product is not shown at a verifiable market price and Seller does not sell a discount.

In the event of a defective price, the Seller offers the opportunity to purchase the product at a realistic price, with which information the Buyer may decide to order the product at a real price or cancel the order without any adverse consequences.

HANDLING COMPLAINTS AND REMEDIES

The consumer may submit his/her complaints related to the Seller's activity by using the following contact details:

- Telefon: +36 70 944 6644
- Internet cím: <http://shop.hybridorium.com>
- E-mail: shop@hybridorium.com

The consumer may communicate to the business, orally or in writing, a complaint concerning the conduct, activity or omission of the business or of a person acting in the interest or for the benefit of the business in direct connection with the distribution or sale of the goods to consumers.

The company must investigate the oral complaint immediately and remedy it if necessary.

If the consumer does not agree with the handling of the complaint or it is not possible to investigate the complaint immediately, the business shall immediately take minutes of the complaint and its position and provide a copy to the consumer on the spot in the event of an oral complaint. In the case of an oral complaint made by telephone or other electronic communications service, it shall be sent to the consumer at the latest at the same time as the substantive response, in accordance with the requirements for replying to a written complaint. In other respects, you are required to proceed with the written complaint as follows. Unless otherwise provided by a directly applicable act of the European Union, the undertaking shall reply in writing to the written complaint within 30 days of its receipt and take action to communicate it. A shorter deadline may be established by law, a longer deadline by law. The undertaking must give reasons for its position rejecting the complaint. An oral complaint communicated by telephone or electronic communication service must be provided with a unique identification number.

The record of the complaint must include the following:

- the name and address of the consumer,
- the place, time and manner of submitting the complaint,
- a detailed description of the consumer's complaint, a list of documents, documents and other evidence presented by the consumer,
- a statement by the business of its position on the consumer's complaint, if the complaint can be investigated immediately,
- the signature of the person who took the minutes and, with the exception of an oral complaint made by telephone or other electronic means, by the consumer,
- place and time of recording the minutes
- in the case of an oral complaint communicated by telephone or other electronic communications service, the unique identification number of the complaint.

In case the consumer dispute between the Seller and consumer is not settled through negotiations, following remedies are available for the consumer:

Submitting a complaint to the authorities for consumer protection. If the consumer detects the violation of his/her consumer rights, he/she shall be entitled to submit complaint to the authority for consumer protection with competence according to the place of residence of the complainant. Following the review of the complaint the authority shall decide on the conduction of the consumer

protection proceedings. <http://www.kormanyhivatal.hu/>

Any possible disputes arising from the contract shall be governed by Hungarian law; the legal forum with exclusive jurisdiction shall be the court with competence according to the registered office of the seller/enterprise.

PLATFORM FOR ONLINE DISPUTE RESOLUTION

The European Commission has set up a webpage on which consumer can register; in this way they will be able to resolve their disputes related to the online purchases by completing an application form so as to avoid judicial proceedings. Consequently, consumers can enforce their rights without being prevented from that e.g. by the distance.

If you intend to make a complaint in relation to any product or service purchased online and You do not want to go to court, then You can use the platform of online dispute resolution.

You and the trader against whom You have lodged the complaint can jointly choose the dispute resolution body to deal with the complaint.

The platform for online dispute resolution is available on website:

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

COPYRIGHTS

Under section **1 (1) of Act LXXVI of 1999** on copyrights (hereinafter: Copyright Act) the website is qualified as a copyrights work, therefore each part thereof falls under copyright protection. Under Section 16 (1) of the Copyright Act unauthorized use of graphic or software solutions and computer program creations as well as use of any application by which the website or any part thereof can be altered is forbidden. Any material can be taken over from the website or the data base thereof with the written consent of the right holder only with reference to the website or by indicating the source.

The right holder: **TCS Media Kft.**

SEVERABILITY CLAUSE, CODE OF CONDUCT

If this GTC is incomplete in legal terms or invalid, this shall have no effect on the remaining provisions which shall continue to be in force, and the invalid or imperfect terms shall be replaced by the applicable provisions.

The Seller has no code of conduct according to the act on the prohibition of unfair commercial practices.

FUNCTION OF THE DIGITAL DATA CONTENT, TECHNOLOGICAL PROTECTION MEASURES

Availability of the servers providing data displayed on the website is over 99.9% annually. The full data content is constantly saved; as a result, in the case of trouble the original data content can be restored. The data displayed on the website are stored in MSSQL and MySQL database. The sensitive data are stored with appropriate encryption, and for their encoding we use hardware support built in processor.

INFORMATION ON THE ESSENTIAL PROPERTIES OF THE PRODUCTS

We provide information on the essential properties of the products to be purchased in the description of each product. The data of products on the page are only for information. The photos are for illustration; in some cases the colours could be incorrect.

CORRECTION OF DATA MISTAKES - LIABILITY FOR THE VERITY OF THE PROVIDED DATA

When placing your order, you will have the opportunity to modify the data you have entered all over the procedure, before finalizing the order (by clicking on browser's Back button the previous page will open, so the entered data can be corrected even if you have already moved on to the next page). Please remember that it is your responsibility that the data provided by you should be entered correctly, since the product will be invoiced and delivered according to the data provided by You. By placing Your order, You will acknowledge that the Seller shall be entitled to pass any damage or cost incurred by him due to Your incorrect input data to You. The Seller refuses to assume liability for performance based on incorrect data input. We call Your attention to the fact that the e-mail address incorrectly provided or fullness of the data storage behind Your mailbox may give rise to the failure to deliver the confirmation and it may impede the conclusion of the contract.

If the Customer has finalized his order and discovers an error in the provided data, he must initiate the modification of his order as soon as possible. The Buyer may notify the Seller of the modification of the erroneous order by sending a letter or telephone call from the e-mail address provided when ordering.

USE OF THE WEBSITE

ORDERING PROCEDURE

The purchase does not require registration.

Selection of the Product

By clicking on the product categories You can select the required product group and within that the specific products. If you click on any particular product, you will see its photo, item number, description and price. In the case of purchase you are required to pay the price displayed on the website. The products are marked with photos for illustration. The accessories and decoration elements in the photos do not belong to the product unless they are specifically highlighted otherwise in the description. Please be advised that we shall not undertake liability for any possible misspelling or incorrect data.

On the website it is possible to search for a product by keyword. Product results that match your search criteria are displayed in a list similar to the categories.

Order process:

The selected product can be placed in the basket using the **Basket button**, the required number of pieces can be set next to the button. The User can check the contents of the shopping cart using the Shopping Cart menu item. Here you can change the quantity of the product in the basket and order the item. You can also empty the cart completely using the Empty Cart button.

Using a coupon: If you have a Gift Voucher, please include your unique coupon code in the first step of your order. The value of the

coupon will be deducted from the total amount of the order. You can also enter the coupon code at the bottom of the form in the second step of the order, if you forgot to enter it on the first page.

The User can continue the purchase process by clicking on the **Order** button.

As a second step, you can log in, register, and purchase without registering. In case of purchase with registration or without registration, the User must provide the following data: e-mail address, name, telephone number, billing address, and if the delivery address is different. In addition to the above data, a password is required for registration. The User can find out about the successful registration by e-mail and on the website. The User may request the cancellation of his registration by e-mail from the Service Provider.

In case of a **forgotten password**, a new password can be requested on the website to the registered e-mail address.

The next step in the order is for the User to select the appropriate payment and delivery method. Then, with the **Next** button, the User is taken to a summary page, with the help of which he can check all his previously entered data and add the products he wants to order, their quantity and a comment to his order. In case of data entry errors, you can use the pencil icon to correct the entered data. In order to finalize the order, you must accept the General Terms and Conditions and the Privacy Policy.

You will receive a confirmation on the website or by e-mail. If, after recording the order (eg in the confirmation e-mail), it detects incorrect data, it must notify the Service Provider immediately, but not later than within 24 hours. Regardless of the order intent, the User can log in using the Customer Login window or the Login menu item under the Customer Account from the menu items at the bottom of the page. After logging in, a menu item Change data will appear, where you can change the data entered during registration, as well as the data and status of the submitted order.

Finalizing the order (bid)

If you have ascertained whether the contents of the basket comply with the items you intended to order and the Your data are correct, then You can close the ordering procedure by clicking on the "Order" button. The information displayed on the website by the Seller shall not qualify as an offer to conclude the contract. In respect of the orders falling within the scope of this GTC You will be qualified as a bidder, and the contract will be concluded if the Seller has accepted the bid that You have made through the website.

By pressing the "Order" button You will explicitly acknowledge that Your bid shall be considered as made and Your statement – if confirmed by the Seller hereunder – shall give rise to payment obligation.

Processing of the order, conclusion of the contract

You have the opportunity to place your order at any time. The Seller will confirm your offer by e-mail no later than the working day following the submission of your offer. The contract is created when the confirmation email sent by the Seller becomes available to you in your mail system.

PAYMENT METHODS, COMPLETION DATE

We accept the following methods of payment:

Simple Payment by Credit Card (OTP Group)

The Simple Online Payment System is developed and operated by OTP Mobil Kft. OTP Mobil Kft. is a member of the OTP Group. Customers who use this service can choose Simple for a simple and secure payment solution for online purchases. At this point, customers are able to purchase the chosen items by using the usual way on the Simple interface.

The payment process is the same as the payment procedure offered by similar services provided by banks. In keeping with the security of the user, including the cardholder, the service keeps track of Simple transactions and helps to prevent unforeseen events.

WHAT ARE THE TRANSACTION STEPS?

1. By clicking on the "Payments" button, you are transferred to your Simple Payments page, where you enter the transaction by entering your credit card details.
2. After entering the card information, please check the correctness of the data.
3. Transaction processing is started in banking processing systems.
4. You will receive notification of your payment results by e-mail, than the Simple system will redirect you to the shopping page.

Learn more at <https://www.simple.hu/fooldal/>

Cash payment

If you want to receive the ordered product in person, you have the opportunity to pay the price of the product in cash (HUF) when ordering the product. **IMPORTANT!** Advance payment is required even in case of cash payment! In this case, too, you can of course request the product by post, or if you want to avoid the postage cost, you can pick up the product in person at our headquarters after its completion.

Bank transfer

You can also settle the price of the products by bank transfer. When ordering, select the bank transfer for the payment methods, so after the order we will send you an electronic fee request invoice, on which you will find the data required for the transfer: our bank account number and the receipt number, which must be indicated in the notice section. It is possible to receive or deliver the products after the processing of the financial settlement, the completion of which we will inform you by e-mail.

Company name: TCS Media Kft.

Bank account number: 11715007-20460712-00000000

IBAN: HU50 1171 5007 2046 0712 0000 0000

BIC (SWIFT) CODE: OTPVHUHB

PayPal

PayPal is more easy and secure for customers in more than 200 countries as a method of payment.

PayPal has a number of benefits that make shopping easier and faster while keeping your financial information secure:

- An email, a password. That's all you need to pay or transfer money through the PayPal system. And the credit card can stay in your wallet.
- You do not need to transfer money to your PayPal account to pay. All you have to do is assign your credit card to your PayPal account, in fact, you only need to do this once, in the beginning.
- PayPal is a globally recognized payment method, the key to secure transactions that allows you to pay for products in 26 currencies online.
- Join PayPal and pay more easily in the web store!

Completion date

The general delivery deadline for the order is a maximum of 30 days from the confirmation of the order. In the event of a delay by

the Seller, the Buyer is entitled to set an additional deadline. If the Seller fails to perform within the additional period, the Buyer is entitled to withdraw from the contract.

SHIPPING

DPD

The product is delivered by DPD courier service.

More information: https://www.dpd.com/hu_privatugyfelek

The exact delivery cost is automatically calculated by the webshop when the order is finalized.

Express One

The product is shipped by Express One courier.

More information, package tracking: <https://tracking.expressone.hu/>

The exact delivery cost is automatically calculated by the webshop when the order is finalized.

Pick-up in person

You can pick up the ordered product in person at our headquarters after prior consultation (1345 fsz.2 of Ósz u. 1045 Budapest).

You will not be charged any fees.

SELLING ABROAD

Seller does not differentiate between the use of the Website in Hungary and outside the European Union within the European Union. Unless otherwise stipulated in this GTC, the Seller shall ensure delivery / receipt of the ordered products in Hungary.

The provisions of the present GTC that apply to purchases outside Hungary are also governed by the fact that, under the terms of the relevant regulation, the customer is a consumer who is a national of a Member State or a resident of a Member State or an undertaking established in a Member State, and purchases goods or services in the European Union for the sole purpose of end-use or acts with such intent. A consumer is a natural person acting for a purpose outside his commercial, industrial, craft or professional activity.

The language of communication and purchase is primarily the Hungarian language, Seller is not obligated to communicate with the Buyer in the language of the buyer in the Member State.

Unless otherwise provided by the Seller, Hungarian VAT shall be applied to all Products.

The Buyer may exercise its legal enforcement possibilities in accordance with these GTC.

If an electronic payment solution is used, the payment will be made in the currency specified by the Seller.

The Seller may withhold the delivery of the Product until it is satisfied that the price of the Product and the delivery fee have been paid successfully and in full using the electronic payment solution (including the case where the Buyer transfers in the currency of the Member State the purchase price (delivery fee) and due to the conversion and bank commissions and costs, the Seller will not receive the full amount of the purchase price). If the price of the Product has not been paid in full, the Seller may call the Buyer to supplement the purchase price.

In order to deliver the Product, the Seller also provides the non-Hungarian Buyers with the transfer options available to Hungarian Buyers.

If the Buyer may request the delivery of the Product to the territory of Hungary or to the territory of any other European Union Member State according to the GTC, the non-Hungarian buyer may also request this by any of the delivery methods indicated in the GTC. If the Buyer can choose to receive the Product in person at the Seller according to the GTC, the non-Hungarian Buyer can also use this.

Otherwise, the Buyer may request that the Product be delivered abroad at its own expense. Hungarian Buyer is not entitled to this right. After the payment of the delivery fee, the Seller fulfills the order, if the Buyer does not pay the delivery fee to the Seller or does not solve its own delivery by the agreed date, the Seller terminates the contract and refunds the prepaid purchase price to the Buyer.

CONSUMER INFORMATION

Information on the consumer's right of withdrawal

As a consumer, the Civil Code. 8:1. According to § 1, point 3, only a natural person acting outside the scope of his / her profession, self-employment or business activity qualifies, so legal persons may not exercise the right of withdrawal without giving reasons!

The consumer is protected by 45/2014. (II. 26.) has the right to withdraw without justification.

The consumer has the right of withdrawal

(a) in the case of a contract for the sale of a product

(aa) the product,

(ab) in the case of the sale of several products, if each product is supplied at a different time, to the last product supplied, it may be exercised within a period of 14 days from the date of receipt by the consumer or a third party other than the carrier designated by him.

The provisions of this paragraph shall not affect the consumer's right to exercise the right of withdrawal provided for in this paragraph between the date of conclusion of the contract and the date of receipt of the product.

If the consumer has made an offer to conclude the contract, the consumer has the right to withdraw the offer before concluding the contract, which removes the obligation to make an offer covering the conclusion of the contract.

Statement of withdrawal, exercise of the consumer 's right of withdrawal or cancellation The consumer in 45/2014. (II. 26.) may be exercised by means of a clear statement to that effect or by using a sample statement available for download from the website.

Validity of the consumer 's statement of withdrawal

The right of withdrawal shall be deemed to have been exercised within the time limit if the consumer submits his statement within the time limit. The deadline is 14 days.

It shall be for the consumer to prove that he has exercised his right of withdrawal in accordance with this provision.

The Seller is obliged to confirm the consumer's statement of withdrawal on an electronic data carrier upon its receipt.

Obligations of the Seller in the event of withdrawal by the consumer

Seller's obligation to refund

If the consumer in 45/2014. (II. 26.) of the Government Decree, the Seller shall reimburse the full amount paid by the consumer as consideration, including the costs incurred in connection with the performance, including the delivery fee, no later than fourteen days after becoming aware of the withdrawal. is. Please note that this provision does not apply to additional costs incurred by choosing a mode of transport other than the least expensive standard mode of transport.

Method of Seller's Obligation to Refund

A 45/2014. (II. 26.) in accordance with Section 22 of the Government Decree, the Seller shall refund the amount returned to the consumer in the same way as the payment method used by the consumer. With the express consent of the consumer, the Seller may use another method of payment for the refund, but the consumer may not be charged any additional fees as a result. The Seller shall not be liable for any delay due to the bank account number or postal address provided incorrectly and / or inaccurately by the Consumer.

Additional costs

If the consumer specifically chooses a mode of transport other than the least expensive standard mode of transport, the Seller shall not be obliged to reimburse the resulting additional costs. In this case, we are obliged to refund up to the general shipping rates indicated.

Right of retention

The Seller may withhold the amount returned to the consumer until the consumer has returned the product or has proved beyond a reasonable doubt that it has been returned; the earlier of the two shall be taken into account. We are unable to accept shipments sent by cash on delivery or postage.

In the event of withdrawal or termination of the consumer 's obligations

Product return

If the consumer in 45/2014. (II. 26.) of the Government, he is obliged to return the product immediately, but no later than within fourteen days from the notification of the withdrawal, or to hand it over to the Seller or the person authorized by the Seller to receive the product. Return shall be deemed to have been completed within the time limit if the consumer sends the product before the time limit expires.

To bear the direct costs of returning the product

The consumer bears the direct cost of returning the product. The product must be returned to the Seller's address. If the consumer terminates the contract for the provision of a service outside the business premises or in absentia after the start of performance, he shall pay the business a fee proportionate to the service provided up to the date of notification to the business. The amount to be paid proportionally by the consumer shall be determined on the basis of the total amount of the consideration provided for in the contract, plus tax. If the consumer proves that the total amount thus determined is excessive, the pro rata amount shall be calculated on the basis of the market value of the services provided up to the date of termination of the contract. Please note that it is not possible to pick up a product returned by cash on delivery or postage.

Consumer responsibility for depreciation

The consumer is liable for depreciation resulting from use in excess of that required to determine the nature, characteristics and functioning of the product.

The right of withdrawal may not be exercised in the following cases

The Seller expressly draws your attention to the fact that you may not exercise your right of withdrawal pursuant to Section 29 of Government Decree 45/2014 (II.26.). In the cases referred to in paragraph 1:

in the case of a contract for the provision of a service, after performance of the service as a whole, where the business has commenced performance with the consumer's express prior consent and the consumer has acknowledged that he loses his right of termination after performance of the service as a whole;

in respect of a product or service the price or price of which is not subject to possible fluctuations within the time allowed for the exercise of the right of withdrawal by the financial market undertaking;

in the case of a non-prefabricated product which has been produced on the consumer's instructions or at his express request, or in the case of a product which is clearly personalized to the consumer;

in respect of a perishable or short-lived product;

in the case of a sealed product which, for reasons of health protection or hygiene, cannot be returned after opening after delivery;

in respect of a product which, by its nature, is inseparably mixed with another product after delivery;

in the case of an alcoholic beverage the actual value of which depends on market fluctuations beyond the control of the undertaking and the price of which was agreed by the parties at the time of the conclusion of the contract of sale but which is not performed until the thirtieth day after its conclusion;

in the case of a business contract where the business, at the express request of the consumer, visits the consumer to carry out urgent repair or maintenance work;

with regard to the sale and purchase of sealed audio or video recordings and copies of computer software, if the consumer has opened the packaging after delivery;

for newspapers, periodicals and periodicals, other than subscription contracts;

in the case of contracts awarded by public auction;

in the case of a contract for the provision of accommodation, transport, car rental, catering or leisure services, with the exception of a residential service, where a performance date or time limit specified in the contract has been set;

in the case of digital content provided on a non-tangible medium, where the business has commenced performance with the consumer's express prior consent and the consumer has stated at the same time that he loses his right of withdrawal after the commencement of performance.

Requirements for performance under contract

Contractual performance requirements generally include goods sold under a consumer contract and a digital element for goods

The product and performance must comply with 373/2021 (VI.30.) at the time of performance.

In order for performance to be considered as a contract product

- it must conform to the description, quantity, quality, type and have the functionality, compatibility, interoperability and other features specified in the contract;
- must be suitable for any purpose specified by the consumer, which the consumer has made known to the Seller at the latest at

the time of concluding the contract, and which has been accepted by the Seller.

- have all the accessories and operating instructions specified in the contract, including installation instructions, installation instructions and customer service support, and
- must provide the updates specified in the contract.

In order for performance to be considered to be in conformity with the contract, it is also a product that is the subject of the contract

- must be suitable for the purposes required by the applicable code of conduct in the absence of a law, technical standard or technical standard for the same type of product
- have the quantity, quality, performance and other characteristics reasonably expected by the Consumer, in particular in terms of functionality, compatibility, availability, continuity and security, which are common to the same type of product, taking into account the Seller's representative; or a public statement in the supply chain about the specific characteristics of the product, in particular in an advertisement or on a label
- have at its disposal the accessories and instructions that the consumer can reasonably expect, including the packaging and the instructions for installation, and
- must comply with the characteristics and description of the product presented by the company as a sample, model or made available as a trial version before the conclusion of the contract.

The product does not have to comply with the above public statement if Seller proves that

- he did not know the public statement, nor did he have to know it
- the public statement has already been duly corrected by the date of conclusion of the contract, or
- the public statement could not have influenced the contractor's decision to enter into the contract.

Contractual performance requirements for the sale of goods under a consumer contract

The Seller will perform incorrectly if the defect in the goods is due to improper commissioning, provided that

(a) the commissioning forms part of the contract of sale and has been carried out by or under the responsibility of the Seller; obsession

(b) the commissioning had to be carried out by the consumer and the improper commissioning was due to shortcomings in the commissioning instructions provided by the Seller or, in the case of goods containing digital elements, by the provider of the digital content or digital service.

If, according to the sales contract, the goods are put into operation by the Seller, or the commissioning is carried out under the responsibility of the Seller, the performance shall be deemed completed by the Seller when the commissioning is completed.

If, in the case of goods containing digital elements, the contract of sale provides for the continuous supply of digital content or digital service for a specified period of time, the Seller shall be liable for the defect in the digital content of the goods. in two years; or occurs or becomes recognizable.

Contractual performance requirements for goods containing digital elements sold under a consumer contract

In the case of goods containing digital elements, the Seller shall ensure that the consumer is notified of any updates to the digital content of the goods or the related digital service, including security updates, that are necessary to maintain the conformity of the goods, and that the consumer also get them.

The Seller will make the update available if the sales contract

- provides for a one-off supply of digital content or digital service, the type and purpose of the goods and digital elements and the individual circumstances and the nature of the contract may reasonably be expected by the consumer; obsession
- if the digital content provides for a continuous service for a specified period, in the case of a continuous service for a period not exceeding two years, it must be provided for a period of two years from the performance of the goods.

If the consumer does not install the provided updates within a reasonable time, the Seller shall not be liable for the defect of the goods if it is solely due to the failure to apply the relevant update, provided that

a) the Seller has informed the consumer about the availability of the update and the consequences of the consumer's failure to install; and

b) the failure of the consumer to install the update or the incorrect installation of the update by the consumer is not due to a deficiency in the installation instructions provided by the Seller.

No defect may be established if, at the time of concluding the contract, the consumer has been specifically informed that a particular feature of the goods differs from that described here, and the consumer has expressly accepted this derogation separately at the time of concluding the contract of sale.

SUPPLIES WARRANTY, PRODUCT WARRANTY, WARRANTY

Based on the authorization provided in section 9 (3) of Gov. Decree no. 45/2014 (II.26.) this section of the consumer guidelines has been drafted by application of Annex 3 to Gov. Decree no. 45/2014 (II.26.).

Supplies warranty

In what cases can you exercise your right to a warranty on supplies?

In the event of faulty performance by the Seller, you may assert a warranty against the Seller in accordance with the rules of the Civil Code and, in the case of a consumer contract, Government Decree 373/2021 (VI.30.).

What rights do you have based on your warranty claim?

General rules of supply warranty rights

You can choose to use the following warranty claims:

You may request a repair or replacement, unless it is impossible for you to meet the demand of your choice or it would incur a disproportionate additional cost to Seller to meet your other demand. If you do not request or have not requested the repair or replacement, you may request a pro rata return of the consideration or you may have the defect repaired at the expense of the Seller, or you may, in the final analysis, withdraw from the contract.

You may transfer from the right to choose your chosen warranty to another, however, the cost of the transfer shall be borne by you, unless it was justified or given by the Seller.

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

In the case of second-hand products, the warranty and guarantee rights develop differently from the general rules. In the case of used products, we can also talk about defective performance, but the circumstances on the basis of which the Buyer could expect certain defects to occur must be taken into account. Due to obsolescence, the occurrence of certain defects is becoming more

frequent, as a result of which it cannot be assumed that a used product can have the same quality as a newly purchased one. Based on this, the Customer may only enforce its warranty rights in respect of defects that are beyond the defects arising from the use and have arisen independently of them. If the used product is defective and the Customer, who qualifies as the Consumer, was informed about it at the time of purchase, the Service Provider is not liable for the known defect.

In the case of customers who do not qualify as consumers, the term for the exercise of the right to guarantee supplies is 1 year, which starts on the day of performance (transfer).

Special rules for warranty rights for goods sold under a consumer contract for goods and goods containing a digital element

In the case of a contract between a consumer and a business for the sale of goods and the provision of digital content, the Consumer shall be entitled to the exceptions set out in the section "General rules of warranty rights".

In the case of a contract between a consumer and a business for the sale of goods and the provision of digital content, the Consumer may not, at the expense of the Seller, repair or otherwise repair the defect at the expense of the Seller.

The Seller may refuse to make the goods conform to the contract if repair or replacement is impossible or would result in a disproportionate additional cost to the Seller, taking into account all circumstances, including the value of the product in good condition and the seriousness of the breach.

The consumer shall also be entitled, depending on the gravity of the breach, to demand a proportionate reduction in the consideration or to terminate the contract of sale if:

- the Seller has not carried out the repair or replacement or has carried it out, but has not complied in whole or in part with the following conditions
- the Seller must ensure the return of the replaced goods at its own expense
- if the repair or replacement requires the removal of goods which, in accordance with the nature and purpose of the goods, were put into service before the defect became apparent, the obligation to repair or replace the goods and the goods delivered or repaired in exchange. or to bear the costs of removal or installation.
- refused to regularize the goods
- a repeated performance error occurred despite the Seller attempting to bring the goods into conformity with the contract
- the defect in performance is so serious as to justify immediate price reduction or immediate termination of the contract of sale, or
- the Seller has not undertaken to regularize the goods, or it is clear from the circumstances that the business will not regularize the goods within a reasonable time or without significant harm to the consumer.

If the consumer wishes to terminate the sales contract on the grounds of defective performance, the burden of proving that the defect is insignificant shall be on the Seller.

The Consumer 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 Seller fails to comply with its obligations regarding the regularity of performance and defective performance.

As a general rule:

- the Seller must ensure the return of the replaced goods at its own expense
- if the repair or replacement requires the removal of goods which, in accordance with the nature and purpose of the goods, were put into service before the defect became apparent, the obligation to repair or replace the goods and the goods delivered or repaired in exchange. or to bear the costs of removal or installation.

A reasonable time limit for the repair or replacement of the goods shall be calculated from the time when the Consumer has communicated the defect to the business.

The consumer must make the goods available to the business in order to have them repaired or replaced.

The delivery of the consideration shall be proportionate if its amount is equal to the difference between the value of the goods due to the Consumer in the event of contractual performance and the value of the goods actually received by the Consumer.

The consumer's right to warranty for the termination of the contract of sale may be exercised by a legal declaration addressed to the Seller expressing the decision on the termination.

If the defective performance affects only a certain part of the goods supplied under the contract of sale and the conditions for exercising the right to terminate the contract apply to them, the Consumer may terminate the contract of sale only in respect of the defective goods, but also in respect of any other goods acquired with them. may terminate it if the Consumer cannot reasonably be expected to keep only the goods in conformity with the contract.

If the Consumer terminates the sales contract in whole or in part for the goods supplied under the sales contract,

- the Consumer must return the affected goods to the Seller at the Seller 's expense and
- the Seller shall immediately refund to the Consumer the purchase price paid for the goods in question as soon as he has received the proof of return of the goods or the return of the goods.

What is the deadline for claiming supplies?

You must report the defect as soon as it is discovered. An error reported within two months of the discovery of the error shall be deemed to have been reported without delay. However, please note that you may no longer exercise your warranty rights beyond the two-year limitation period from the performance of the contract. If the subject of the contract between the consumer and the business is a second-hand item, the parties may agree on a shorter limitation period; a limitation period of less than one year may not be validly imposed in this case either.

Against whom can you assert your warranty claim?

You can assert your warranty claim against the Seller.

What are the other conditions for enforcing your warranty rights?

Within six months of performance, there are no conditions other than the notification of the defect to enforce your warranty claim if you certify that the product or service was provided by Seller. However, after six months from the date of performance, you must prove that the defect you identified was already present at the time of performance.

In the case of second-hand products, the warranty and guarantee rights develop differently from the general rules. In the case of used products, we can also talk about defective performance, but the circumstances on the basis of which the Buyer could expect certain defects to occur must be taken into account. Due to obsolescence, the occurrence of certain defects is becoming more frequent, as a result of which it cannot be assumed that a used product can have the same quality as a newly purchased one. Based on this, the Customer may only enforce its warranty rights in respect of defects that are beyond the defects arising from the use and have arisen independently of them. If the used product is defective and the Customer, who qualifies as the Consumer, was informed about it at the time of purchase, the Service Provider is not liable for the known defect.

Product warranty

In what cases can you exercise your product warranty right?

In the event of a defect in a movable thing (product), you may, at your option, assert a warranty claim for the supply or a product warranty claim.

What rights do you have based on your product warranty claim?

As a product warranty claim, you may only request that the defective product be repaired or replaced.

In which case is the product considered defective?

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

What is the deadline for you to enforce your product warranty claim?

You can assert your product warranty claim within two years of the product being placed on the market by the manufacturer. Upon expiry of this period, he shall cease to be entitled to do so.

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 property. You 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) is only released from its product warranty obligation if he can prove that:

- the product was not manufactured or marketed in the course of a non - business activity,
- or the defect was not recognizable at the time of placing on the market according to the state of the art
- or the defect in the product is due to the application of legislation or a mandatory official regulation.

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

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

Warranty

In what cases can you exercise your warranty right?

Decree 151/2003 on the mandatory warranty for certain consumer durables (IX. 22.) of the Government, the Seller is obliged to provide a warranty for the new consumer durables listed in Annex 1 of the Decree (eg: technical articles, tools, machines), as well as their accessories and components within the scope specified therein (hereinafter - referred to here as a consumer good).

In addition, the Seller may voluntarily provide a warranty, in which case it must provide a warranty statement to the customer who qualifies as a Consumer.

The warranty statement must be made available to the Consumer on a durable medium at the latest at the time of delivery of the goods.

The warranty statement must state:

- a clear statement that in the event of a defective performance of the goods, the Consumer is entitled to exercise the warranty rights under the law free of charge, these rights are not affected by the warranty
- the name and address of the person liable for the guarantee
- the procedure to be followed by the Consumer to enforce the warranty
- an indication of the goods covered by the guarantee, and
- the terms of the warranty.

What are your rights and within what time limit for a mandatory warranty?

Warranty rights

The Buyer shall (IX. 22.) as a general rule, in the cases listed in the section on repair and "Rules related to the handling of warranty claims", you may use a claim for replacement and refund of money as a warranty claim against the Seller.

The Buyer may choose to have the repair repaired directly at the Seller's registered office, at any site, branch and at the repair service indicated by the Seller on the warranty card.

Validation deadline

The warranty claim can be enforced during the warranty period, the warranty period is 151/2003. (IX. 22.) according to the Government Decree:

- One year in the case of a sale price reaching HUF 10,000 but not exceeding HUF 100,000,
- Two years in the case of a sale price exceeding HUF 100,000 but not exceeding HUF 250,000,
- Three years over the sale price of HUF 250,000.

Failure to comply with these deadlines will result in disqualification, however, if the consumer product is repaired, the warranty period will be extended from the date of delivery for repair to the time during which the Customer was unable to use the consumer product as intended.

The warranty period starts on the delivery of the consumer goods to the Buyer or, if the commissioning is performed by the Seller or its agent, starts on the day of commissioning.

If the Buyer puts the consumer goods into operation more than six months after delivery, the starting date of the warranty period is the day of delivery of the consumer goods.

Rules for handling warranty claims

When handling the repair, Seller shall endeavor to make the repair within 15 days. The time limit for repair starts when the consumer goods are received.

If the duration of the repair or replacement exceeds fifteen days, the Seller shall inform the Buyer of the expected duration of the repair or replacement.

If, during the first repair of a consumer product during the warranty period, the Seller finds that the consumer product cannot be repaired, the Seller is obliged to replace the consumer product within eight days, unless otherwise provided by the buyer. If it is not possible to exchange the consumer goods, the Seller is obliged to refund the purchase price indicated on the invoice presented by the consumer, proving the payment for the consumer goods - on the invoice or receipt issued under the Value Added Tax Act, within eight days.

By accepting the GTC, the Buyer agrees that the information may be provided to him / her electronically or in another way suitable for the proof of receipt by the Buyer.

If the Seller is unable to repair the consumer goods within 30 days:

- if the Buyer has consented to this, the repair may be performed at a later date, or
- if the Buyer does not consent to the subsequent performance of the repair or has not stated in connection therewith, the consumer goods must be replaced within eight days after the expiration of the thirty-day period, or
- if the Buyer does not consent to the subsequent performance of the repair or has not stated in connection therewith, but it is not possible to replace the consumer goods, the sale price on the invoice or receipt of the consumer goods must be refunded within eight days after the unsuccessful 30-day period.

If the consumer product is defective for the 4th time, the Buyer is entitled to:

- contact the Seller for repair, or
- instead of the need for rectification, Act V of 2013 on the Civil Code 6: 159. § (2) b) to request a proportional delivery of the purchase price from the Seller, or
- instead of the need for rectification, Act V of 2013 on the Civil Code 6: 159. § (2) b) to repair the consumer goods at the expense of the Seller or to have them repaired by another, or
- if the Buyer does not exercise these rights (repair, price reduction and other repairs at the expense of the Seller) or does not declare them, the consumer product must be replaced within 8 days, if it is not possible to replace the consumer product, at the expense of the consumer product, or the sale price on your receipt must be refunded to him within eight days.

Exceptions

The requirements under "Warranty Claims Management Rules" do not apply to electric bicycles, electric scooters, quads, motorcycles, mopeds, cars, motor homes, caravans, caravans, trailers and motor boats.

However, in the case of these products as well, the Seller shall endeavor to fulfill the repair request within 15 days.

If the duration of the repair or replacement exceeds fifteen days, the Seller shall inform the Buyer of the expected duration of the repair or replacement.

What does the warranty have to do with other warranty rights?

The warranty is valid in addition to the warranty rights (product and supply warranty), a fundamental difference between the general warranty rights and the warranty is that the burden of proof is more favorable to the consumer in the case of a warranty.

Consumables with a fixed connection that are subject to the mandatory warranty according to Government Decree 151/2003 or that weigh more than 10 kg or cannot be transported as a hand luggage on public transport vehicles must be repaired at the place of operation, except for vehicles. If repairs cannot be carried out at the place of operation, removal and installation and transport shall be provided by the company or, in the case of a request for repairs made directly to the repair shop, by the repair shop.

Seller's commitment during the term of the mandatory warranty shall not contain conditions for the consumer that are more unfavorable than the rights provided by the terms of the mandatory warranty. After that, however, the conditions of the voluntary warranty can be freely determined, however, the warranty in this case also does not affect the existence of the consumer's rights arising from the law, including the warranty of supplies.

Exchange request within three working days

In the case of sales through a web store, the institution of the exchange request within three working days also applies. Exchange requests within three working days (IX. 22.) can be enforced in the case of new durable consumer goods, according to which if someone validates the institution of the exchange request within 3 working days, the seller must interpret this as meaning that the product was already defective at the time of sale and you must replace the product without further ado.

When is Seller released from its warranty obligation?

Seller will only be released from its warranty obligation if it proves that the cause of the defect occurred after performance.

Please note that due to the same defect, you cannot assert a warranty and guarantee claim or a product warranty and guarantee claim at the same time, otherwise you have the rights arising from the warranty regardless of the warranty rights.

Information on the English language GTC

The General Terms and Conditions are governed by Hungarian law. The English language GTC has been prepared in a mirror translation based on the Hungarian language GTC (by Google Adwords). In the event of any discrepancy or inconsistency between the Hungarian and English versions, the Hungarian version of the contract shall prevail. The Service Provider is not responsible for any errors found in the translation.