

# GENERAL CONTRACT OF TERMS AND CONDITIONS AND OF USE

## **Introductory provisions**

These general terms and conditions of use (hereinafter: "**Contract**") stipulate (i) on one hand the use of the online store located on [www.langipex.hu](http://www.langipex.hu) (hereinafter: "**Webshop**"), (ii) on the other hand the conditions of the creation of a product purchase contract between You and the Service Provider, which combined conditions You expressly accept and acknowledge for Yourself and consent to the application of the conditions contained in this Contract. Accordingly, this Contract contains the rights and obligations of You and the Service Provider, the process and conditions of the creation of the sales contract, the performance deadlines, the delivery and payment conditions, the liability rules, and the conditions for exercising the right of withdrawal. Regarding the technical information required for the use of the [www.langipex.hu](http://www.langipex.hu) website, which is not contained in this Contract, the provisions of the other information shall govern, which are available on the website.

## **The Service Provider**

name: **Langipex Kereskedelmi Iroda Kft.**

registered office and mailing address: **1165 Budapest, Veres Péter út 145.**

phone number: +36 1 402 4722

e-mail address: [langipex@langipex.hu](mailto:langipex@langipex.hu)

registry court: Fővárosi Törvényszék Cégbírósága

company registration number: 01-09-565709

tax number: 12215270-2-42

name of the bank managing the bank account: UniCredit Bank Hungary Zrt.

bank account number: 10918001-00000097-19460006

Internet contact: [www.langipex.hu](http://www.langipex.hu)

(hereinafter: "**Service Provider**" or "**Seller**").

## **1. Presentation of the Webshop and description of transactions that can be carried out through the Webshop**

- 1.1. The Service Provider offers food industry machines and parts (hereinafter: "**Products**") for sale on the Webshop sold by the Service Provider as part of its business activities. The sale and purchase between the Parties is established according to the rules of contracts concluded between far away parties, by means of a device enabling communication between far away parties.
- 1.2. During the conclusion of a contract between far away parties, the contract is established within the framework of a distance selling system, without the simultaneous physical presence of the parties, in order to conclude the contract by using a device that enables communication between far away parties only. Pursuant to this Contract (an electronic, online contract), in sales transactions made through the Webshop, i.e. the sale and purchase of the Products takes place online through the Webshop system on one hand, and on the other hand, via messages sent to your e-mail address as the customer. The sales contract concluded online is considered an electronic commercial service, which is defined and regulated in Act CVIII of 2001 on certain issues of electronic commercial services and services related to the information society (hereinafter: "Elkertv.").

## **2. Presentation of the registration and contract process**

- 2.1. Anyone has the opportunity to access the Webshop, or to view the Products, their essential properties, and the instructions for using the Product without separate registration. At the same time, some services, require registration in accordance with the terms of this Contract, or in the case of a registered user, they are subject to login.

- 2.2. Before initiating the conclusion of the sales contract, you have the opportunity to view a description of the Product by clicking on the image of the selected Product in the Webshop. The Seller is deemed to have fulfilled the contract if the Product has more favorable and beneficial properties than the information provided in the Webshop or in the user manual.
- 2.3. In the absence of a separate marking, the purchase price indicated next to the Products already includes VAT, but the purchase price of the Products does not include the cost of delivery. The Service Provider has the right to change the purchase price of the Products that can be purchased through the Webshop, with the fact that in any case, the change in the purchase price of the Product shall take effect simultaneously with its appearance in the Webshop. For the sake of clarity, the Service Provider declares that the modifications do not adversely affect the purchase price of the Products already ordered.
- 2.4. If, despite all the care taken by the Service Provider, the price of a Product is incorrectly displayed in the Webshop, that are significantly different from the well-known, generally accepted or estimated price of the product (strikingly disproportionate) including the obviously incorrect one, prices of e.g. "0" HUF or "1" and appear due to a system error, the Service Provider is not obliged to deliver the Product at the incorrect price, but can offer the delivery at the right price, knowing which you can cancel your purchase without any obligation to provide reasons.
- 2.5. If you wish to purchase a Product, you can start the purchase process by clicking on the icon next to the selected Product or by clicking on the "Add to Cart" button on the data form to add it to a virtual shopping cart. By clicking on the basket icon in the horizontal main menu to view clicking on the "View" button of the Cart, you will find the Products placed in the cart during the purchase, as well as their total purchase price. During the purchase, you can constantly check the contents of the Cart, especially with regard to the quantity of each Product, which you can modify or delete as needed. The Webshop automatically calculates and updates the total amount of the order if the quantity and composition of the Products in the Cart changes. You cannot change the composition and quantity of products under the Order menu, only under the shopping cart menu, which you can do by clicking on the shopping cart icon in the horizontal main menu.
- 2.6. You can complete the purchase by clicking on the shopping cart icon in the main horizontal menu by clicking on the "Order" button, or from the shopping cart also by clicking on the "Order" button, and you can actually start the purchase by entering into the sales contract, provided that you complete the total contents of the shopping cart on the Order page, where clicking on the "Order" button will redirect you. After clicking on the "Order" button, you will be able to choose whether you want to enter as an already registered user, or whether you want to register as a new customer, or whether you want to buy without registration.
- 2.7. If you have previously registered in the Webshop, you must enter the e-mail address and password you entered during the previous registration, while if you want to register as a new customer, you must enter the customer data required by the Webshop during the registration process, which the Webshop stores, and all you have to do is log in the next time you shop. In case of purchase without registration, enter your billing and delivery address.
- 2.8. If you have previously not registered as a user of the Webshop, you can do so from the Webshop's main page, or by filling out the data sheet there completely before placing the final order for the selected Products. For registration, it is necessary to enter a selected username and a password determined in accordance with the security strength conditions specified during registration, and also to enter a real e-mail address to which you have access and which you are entitled to have. If you do not log in for a period of one year (i.e. a continuous period of 12 months), the data provided at the time of registration will be deleted by the Service Provider.

- 2.9. After entering the data, you must confirm your knowledge, acceptance and acknowledgment of this Contract and the data protection information for registration by ticking the appropriate related checkboxes separately. After that, the registration is created, about which the Webshop sends a confirmation message to the specified e-mail address.
- 2.10. The Service Provider shall not be held liable for any incorrect or inaccurate data provided by you during your registry, or for delays or other damages arising from delivery data incorrectly provided during the order. Furthermore, the Service Provider is not liable for any damages resulting from the fact that you have forgotten your password, or have made it accessible to unauthorized persons for any reason not attributable to the Service Provider, or have become accessible.
- 2.11. It is possible to change the previously recorded registration data after logging in to the Webshop, then on the horizontal menu, click on the profile icon and then on "Personal data". The service provider excludes its responsibility for damages arising as a result of the adequacy of the data changes made by you, or the lack thereof. It is your responsibility and risk to keep your registration information up to date.
- 2.12. You have the right to cancel your registration on the Webshop at any time if you do not have an active order in progress — i.e. if there is no sales contract concluded through the Webshop that the Service Provider has not yet fulfilled. To cancel the registration, you must first enter the Webshop by entering the given username/password pair, click on the profile icon in the horizontal menu and then on the "Personal data" button and click the "Delete my account" button. After initiating the cancellation of the registration, the Webshop will automatically delete the registration, and your data will be removed from the Webshop system immediately after the cancellation, with the data and documents related to previous, already fulfilled sales contracts being preserved in accordance with this Contract and the relevant legal provisions. After the registration has been deleted, it is no longer possible to restore the data.
- 2.13.** During the sales contract process, on the Order page select the delivery method that suits you (personal collection or courier service) and payment method (, bank transfer or bank card payment via Simple Pay payment). The completion of the purchase and the conclusion of the actual contract of sale require that you confirm your understanding, acceptance and acknowledgement of this Agreement by ticking the checkbox before ordering the total contents of the shopping basket by clicking on the "Submit" button. As a further condition for the conclusion of the sales contract, you must also confirm your understanding of the data protection information by ticking the corresponding checkbox. You can download these documents from the Order page.

### **3. Binding offer, creation of the Sales contract**

- 3.1. By clicking the "Send" button, you make an offer to conclude a sales contract for the Products (hereinafter: "**Offer**") to the Service Provider, which, if accepted by the Service Provider, obligates you to pay the purchase price of the Product(s), while the Service Provider according to the contract and the terms of the sales contract, will be charged with the obligation to transfer the ownership and possession of the Product(s). By clicking on the "Send" button, a sales contract is not automatically created between the Service Provider but at the same time, according to the provisions of this Contract, by clicking on the "Send" button, you make a binding Offer for the purchase of the Products ordered from the Service Provider. In case of acceptance by the Service Provider, you can be forced to pay the purchase price of the according to the rules of the Binding Offer.
- 3.2. The Service Provider will confirm the acceptance of the Offer to you via automatic e-mail within 48 hours at the latest, and the sales contract will be established by the delivery of the e-mail

confirming the acceptance to your e-mail address. The e-mail accepting the Offer contains the customer data provided by you, the order identifier, the date of the order, the list and quantity of the elements belonging to the purchased Product, the price of the Product, shipping costs and the total amount to be paid (hereinafter: "**Purchase price**").

- 3.3. If the Service Provider does not send you an e-mail confirming the acceptance of the Offer within 48 hours of the submission the latest, the binding offer will cease, and the sale of the Product(s) will not take place.
- 3.4. If, after the submission of the Offer, or in the e-mail confirming the acceptance of the Offer, you perceive that there is an error in the data provided or confirmed, you must inform the Service Provider by e-mail or even by telephone before the completion of the Purchase Contract.
- 3.5. If the Product to be purchased is not available in the Webshop at the time the Offer is sent, or if a specific Product is ordered by the Service Provider only by special order from the supplier, and this circumstance is clearly indicated on the Product data sheet in the Webshop, the Service Provider reserves the right, not to accept the Offer, in which case no sales contract will be created between the Parties. The Service Provider will notify you by e-mail of the refusal to accept the Offer, and if payment has already been made, the Service Provider will immediately refund the amount you have already paid by bank transfer.
- 3.6. A contract concluded between the Parties in Hungarian with the purchase of the goods as an electronic contract is considered a written contract. The contract is filed by the Service Provider and kept for 5 years after its creation, it is accessible afterwards. [Act V of 2013](#) on the Civil Code, Act CVIII of 2001 on certain issues of electronic commercial services and services related to the information society apply to the resulting Sales Contract. are governed by the law. If you are considered a consumer, the contract falls under the scope of [Government Decree 45/2014 \(II.26.\)](#) on the detailed rules of contracts between the consumer and the business, and is in accordance with the [European Parliament and the Council on Consumer Rights 2011/ 83/EU](#) directive.

#### **4. Conditions related to delivery**

- 4.1. The purchased Products will be delivered to you by the Service Provider at its registered office or, upon request, to the address in Hungary provided by you in the process of concluding the sales contract using its own means of transport, using a transport company or the postal (delivery) service provided by Magyar Posta Zrt. (hereinafter referred to as "**Post**" or "**Postal Delivery**"). If you arrange delivery of the Product(s) purchased, you will also bear the costs and responsibility for delivery to your premises. If you choose delivery by transport company or postal delivery, you will bear the costs of delivery, while the rules and limitations of liability of the transport company or postal delivery company will apply, and the Service Provider will be liable only for the delivery of the product to the transport company, and will not be liable for any damage or defects occurring during delivery. The Service Provider will inform you about the costs, terms and conditions of the delivery, and the possible delivery methods during the process of concluding the sales contract. The Service Provider is entitled to determine the terms and fees unilaterally, the amendments will enter into force at the same time as they are published in the Webshop, so it will not affect Offers already accepted before publication.
- 4.2. Shipping costs are determined by taking into account the products in the Cart. The Service Provider is entitled to apply different delivery fees for different product categories (including, but not limited to: large packages, small packages). For information on the current delivery charges set by the Post in its General Terms and Conditions for Postal Services ([https://www.posta.hu/static/internet/download/PASZF\\_ASZF11\\_ASZF\\_angolul.pdf](https://www.posta.hu/static/internet/download/PASZF_ASZF11_ASZF_angolul.pdf)) and visit [https://www.posta.hu/international\\_main](https://www.posta.hu/international_main) for more information. You must bear the shipping cost of the Products you have purchased, this amount will be shown on the summary screen during

the process of concluding the sales contract, as well as on the invoice and in the e-mail confirming the acceptance of the Offer. You have the opportunity to discuss the date of delivery with the Service Provider at the phone number provided in the e-mail confirming the acceptance of the Offer.

- 4.3. You have the option to receive the Products purchased in the Webshop in person, at the Service Provider's headquarters, if you selected this option during the process of concluding the sales contract. In this case, the purchased Product will be delivered to you at the Service Provider's headquarters, and it is your responsibility, risk and duty to deliver the Product.
- 4.4. In the absence of a different Contract, the Service Provider is obliged to make the purchased Product available to you without delay, but no later than thirty days after the conclusion of the Sales Contract. In case of delay by the Service Provider, you are entitled to set an additional deadline. If the Service Provider does not perform within the additional deadline, you become entitled to withdraw from the contract.
- 4.5. If, according to the Contract of the Parties or due to the recognizable purpose of the service, the Purchase Contract should have been performed at a specified performance time - and not at another time - then you are entitled to withdraw from the Purchase Contract without setting an additional deadline.

## **5. Conditions related to payment**

- 5.1. You have the opportunity to choose from the payment methods listed below during the process of concluding the contract of sale [(i) bank transfer payment method. or payment by SimplePay service via bank card or transfer,
- 5.2. If you chose not to pay by bank transfer, after confirming the acceptance of the Offer, you have the option to pay the Purchase Price on the payment service provider's interface, where you must complete the payment process in accordance with the chosen payment method and in compliance with the conditions and rules applied by the payment service provider. The payment process starts after pressing the "**Send**" button on the Webshop interface. If you choose to pay by bank transfer If you choose to pay by direct bank transfer, you are obliged to pay the Service Provider for the Product and the shipping costs according to the data recorded in the e-mail confirming the acceptance of the Offer.
- 5.3. The Simple Online Payment System is developed and operated by OTP Mobil Kft. OTP Mobil Kft. (company registration number: 01-09-174466; address of the registered office: 17-19. Hungária körút, Budapest 1143) is a member of the OTP Group. Customers using the service can choose Simple's simple and secure payment solution for online purchases. You can then make your payment as usual, on the Simple interface.
- 5.4. You can proceed to the purchase of the Product(s) by selecting the SimplePay option on the Checkout page, by entering your bank card details on the SimplePay pages or by selecting your Simple account payment option. With the bank card saved in the Simple account, you can pay quickly and securely in the Webshop, without entering your card details again, using Simple login data. By pressing the "Submit" button on the Order page, if you choose the SimplePay credit card payment option, you will be redirected from the Webshop to the SimplePay payment page, where you can enter your bank card details. If you have a card registered in the Simple application, you can also make the payment by selecting it. After entering your card details, please check that the details are correct. The transaction is processed in bank processing systems. You will also be notified of your payment result by e-mail and the Simple system will redirect you back to the Webshop page.

- 5.5. If you choose bank transfer through SimplePay, you will be redirected to the SimplePay transfer information page, where you will find the data required for the transfer, such as bank account number and the content of the required communication.
- 5.6. More information about SimplePay can be found on the SimplePay customer information page (<https://otpmobil.hu/en/szolgalatas/simplepay/>), in the General Terms of Use for the use of the Simple System ([https://simple.hu/simplecore/uploads/2024/01/Simple\\_AFF\\_eng\\_20240129.pdf](https://simple.hu/simplecore/uploads/2024/01/Simple_AFF_eng_20240129.pdf)) and in in the Simple Pay Payment Information ([https://simplepay.hu/wp-content/uploads/2022/03/PaymentService\\_Fizetesi\\_tajekoztato\\_EN.pdf](https://simplepay.hu/wp-content/uploads/2022/03/PaymentService_Fizetesi_tajekoztato_EN.pdf)).

The Service Provider is in accordance with Act CXXVII of 2007 on Product Sales. Act § 175. issues an electronic invoice. The invoice issued by the Service Provider is an accounting document, which is fully identifiable for accounting and tax purposes and is delivered to the Customer on paper at the time of order delivery.

- 5.7. On the invoice issued by the Service Provider, the Purchase Price of the Product or Products, the method of payment, and the payment deadline will be indicated in the case of any online Purchase. The Service Provider issues an invoice for the ordered and delivered products (including services) in accordance with the applicable legislation. The sole responsibility of the Company represented by you is to record all relevant data for the invoice to be issued - in accordance with reality, including typos. In case of failure to do so, or incomplete or incorrect recording, the Service Provider cannot be obliged to issue a new or corrective invoice. By accepting this Contract on behalf of the company you represent, you irrevocably and permanently waive the right to issue a new or corrective invoice to the fullest extent permitted by law. The Service Provider shall not be held liable for damages resulting from the provision of incorrect, incomplete, or incorrect data, resulting from an invoice that is not suitable for asserting the right to tax deduction, and the company you represent shall bear all of them.

## **6. Right of withdrawal**

- 6.1. The provisions contained in this chapter apply only to natural persons acting outside the scope of their profession, occupation or business, who buy, order, receive, use, use goods, as well as the recipient of commercial communications and offers related to the goods (hereinafter: "**Consumer**"). If you qualify as a Consumer, you are entitled to withdraw from the contract without giving reasons within fourteen (14) days from the date of receipt of
- (i) the Product,
  - (ii) to the last Product provided when providing several Products,
  - (iii) , the last delivered item or piece in the case of a Product consisting of several items or pieces,
  - (iv) the first service, by the Consumer or a third party other than the carrier designated by the Consumer if the Product must be delivered regularly within a specified period.
- 6.2. If you are considered a Consumer, you have the right to exercise your right of withdrawal in the period between the day of the conclusion of the sales contract and the day of receipt of the Product. In the case of a contract for the provision of services, the Consumer may exercise his right of withdrawal within fourteen days from the date of conclusion of the contract.
- 6.3. The consumer is not entitled to the right of withdrawal
- • in the case of a non-pre-manufactured product that was produced on the basis of the Consumer's instructions or at his express request, or in the case of a product that was clearly tailored to the Consumer;
  - • with regard to a closed Product that cannot be returned after being opened after handover for reasons of health protection or hygiene;
  - • with regard to the data content provided on a non-physical data carrier, if the Service Provider has started the performance with your express, prior consent and, at the same time

as your consent, has declared that he will lose his right of withdrawal after the start of the performance.

- 6.4. If you, as a Consumer, wish to exercise your right of withdrawal, you can do so by sending a statement addressed to the Service Provider with expressly and clearly recording your intention to withdraw to one of the Service Provider's contact details specified in this Contract (by post, fax or e-mail). For this purpose, the Consumer can use the attached sample declaration of withdrawal based on the annex [No. 2 of the \(II. 26.\) Government decree](#) on the detailed rules of contracts between the consumer and the company to the order confirmation email.
- 6.5. The Consumer exercises his right of withdrawal within the deadline if he sends his withdrawal statement to the Service Provider by e-mail before the expiry of the 14 calendar day deadline indicated above. In case of cancellation in writing, it shall be considered valid if the Consumer sends his statement to this effect to the Service Provider within 14 calendar days (even on the 14th calendar day), i.e. in the case of cancellation by mail, the date of mailing, e-mail or fax in case of notification, the Service Provider takes into account the time of sending the e-mail or fax from the point of view of calculating the deadline. You can also send the withdrawal statement to the Service Provider as a registered (registered) shipment, so that the date of dispatch can be reliably proven.
- 6.6. The Service Provider immediately confirms the receipt of the Consumer's withdrawal statement by sending a message to the e-mail address provided during the process of concluding the sales contract.
- 6.7. If you have exercised your right of withdrawal from the Sales Contract in accordance with this Chapter, you must return the purchased Product at your own expense to the registered office of the Service Provider specified in this Contract without undue delay, but no later than 14 days from the date of notification of your withdrawal statement. The deadline available for returning the Product is deemed to have been met if you send the purchased Product (post it or hand it over to the courier you ordered) before the 14-day deadline has expired.
- 6.8. The Service Provider shall refund the Purchase Price of the Product immediately, but no later than within 14 days from the date of receipt of the Consumer's cancellation statement, with the exception of the additional costs incurred as a result of the Consumer choosing a mode of transport other than the cheapest standard mode of transport offered by the Service Provider. The Service Provider has the right to withhold the refund until the product has been returned, or the Consumer has not proven creditworthy that he has returned it: of the two, the Service Provider takes into account the earlier date.
- 6.9. When reimbursing the Purchase Price, the Service Provider is obliged to use the same payment method used during the Sale and Purchase, unless the Consumer expressly consents to the use of another payment method; due to the application of this refund method, the Consumer will not be charged any additional costs.
- 6.10. If the Product has decreased in value due to use exceeding the use necessary to determine the nature and properties of the returned Product, the Consumer is obliged to reimburse the Service Provider. It is the responsibility of the Service Provider to prove this.
- 6.11. In case of withdrawal according to this Chapter, you as the Consumer are responsible for proving that your right of withdrawal in this Chapter is exercised in accordance with the provisions of the [Government Decree 45/2014. \(II. 26.\)](#)

## **7. Warranty**

### **7.1. Accessories warranty**

- 7.1.1. If the Service Provider performs incorrectly, you can assert an accessory warranty claim against the Service Provider, with the obligation to notify the Service Provider of the error without delay

after discovering the error. If you are considered a Consumer, an error communicated within two months of the discovery of the error must be considered as communicated without delay.

- 7.1.2. In the case of a person's who is not a consumer, warranty claims become statute-barred within 1 year from the date of execution of the sales contract — i.e. from the time when the Service Provider handed over the Product to you after the Purchase Price has been paid in full — and within 2 years in the case of a customer who is a consumer, i.e. during this period it is possible to enforce warranty claims against the Service Provider.
- 7.1.3. Based on the accessories warranty, within the limitation period, the Service Provider is liable to you if the Product does not meet the quality requirements specified in the Product description, or established in the Sales Contract or legislation. Only claims related to Product defects that already existed at the time the Product was handed over can be asserted. If you are considered a Consumer, it must be assumed, until the contrary is proven, that the fault you recognized already existed at the time of the performance within six months of the performance, unless this presumption is incompatible with the nature of the matter or the nature of the fault. In the case of a consumer contract, within six months from the date of performance, it is therefore sufficient to assert a warranty claim if you prove that you purchased the Product from the Service Provider (by presenting an invoice or a copy of the invoice).
- 7.1.4. Based on the accessory warranty, you can - at your choice - request
- (a) correction or
  - (b) exchange  
unless fulfilling the chosen accessory warranty right is impossible, or if it would result in disproportionate additional costs for the Service Provider compared to the fulfillment of your accessory warranty claim, taking into account the value of the Product in perfect condition, the gravity of the breach of contract and the harm caused to you by fulfilling the accessory warranty right, or
  - (c) may request a proportional reduction of the Purchase Price, or
  - (d) you can correct the error yourself at the expense of the obligee or have it corrected by someone else, unless you are considered a Consumer, or
  - (e) you can withdraw from the sales contract, provided that the Service Provider has not undertaken to repair or replace the Product, or is unable to fulfill this obligation within an appropriate time frame, taking into account the characteristics of the Product and the purpose you expect, while protecting your interests. There is no room for cancellation due to an insignificant error.
- 7.1.5. You have the right to switch from your chosen accessory warranty right to another, but you must pay the costs caused by the switch to the Service Provider, unless the Service Provider gave a reason for the switch, or the switch was otherwise justified.
- 7.1.6. The statute of limitations for the accessory warranty claim for the part of the Product affected by the replacement or repair begins anew. This rule must also be applied if a new error arises as a result of the correction.
- 7.1.7. The accessory warranty claim must be considered asserted within the deadline due to any defect in the Product that caused the specified defect, however, if you assert your warranty claim with respect to the part of the Product that can be isolated from the point of view of the specified defect, the warranty claim is not considered asserted for other parts of the Product.

## **7.2. Product warranty**

- 7.2.1. If you qualify as a Consumer, in the event of a defect in the Product, you may demand from the Service Provider to correct the defect in the Product, or - if the correction is not possible within a suitable time limit, without harming your interests - to replace the Product. The Product is



- defective if it does not meet the quality requirements in effect when the Product was placed on the market, or if it does not have the properties listed in the Product Description in the Webshop.
- 7.2.2. The Service Provider is exempt from the product warranty obligation if it proves that
- (a) the product is not part of a business activity or it has not been marketed;
  - (b) at the time the Product was placed on the market, the defect was undetectable according to the state of science and technology; or
  - (c) the defect of the Product was caused by the application of legislation or mandatory official regulations.
- 7.2.3. You, as a Consumer, are obliged to notify the Service Provider of the error without delay after discovering the error. An error communicated within two months of the discovery of the error must be considered communicated without delay. You are solely responsible for damage resulting from a delay in communication.
- 7.2.4. The Service Provider is charged with the product warranty for two years from the date of placing the Product on the market. Exceeding this deadline results in loss of rights. Product warranty rights may be asserted against the Service Provider by the new owner in case of transfer of ownership of the Product.

## **8. Guarantee**

### **8.1. Mandatory guarantee**

- 8.1.1. A Szolgáltatót Termékeire vonatkozóan a Polgári törvénykönyv és a [151/2003. \(IX. 22.\) Korm. rendelet](#) alapján jótállási kötelezettség terheli, azaz a jótállás időtartama alatt a felelősség alól csak akkor mentesül, ha bizonyítja, hogy a hiba oka a teljesítés után keletkezett. A Szolgáltatót a kötelező jótállás kizárólag Fogyasztók irányában, és kizárólag új, Magyarország területén kötött fogyasztói szerződés keretében értékesített és a [rendelet](#) mellékletében felsorolt termékekre vonatkozik.
- 8.1.1. Regarding the Service Provider's Products, pursuant to the Civil Code and [151/2003. \(IX. 22.\) government decree](#), it is subject to a guarantee obligation, i.e. during the guarantee period, it is exempted from liability only if it proves that the cause of the defect arose after performance. The mandatory guarantee applies to the Service Provider only for Consumers and only for products sold within the framework of a new consumer contract concluded in Hungary and listed in the annex to the [decree](#).
- 8.1.2. The guarantee period (the time of guarantee) starts with the actual performance, i.e. with the handing over of the Product to you, or if the commissioning is performed by the Service Provider or its agent, the day of commissioning. If you put the Product into operation more than six months after handover, the guarantee period begins on the day the Product is handed over. on the mandatory guarantee for certain consumer durables are considered consumer durables. Durable Products listed in the Annex of the [151/2003 \(IX.22.\) Government Decree](#). The guarantee period is adjusted to the selling price of the Product as follows.
- (i) one year in the case of a sale price of HUF 10,000 but not exceeding HUF 100,000,
  - (ii) two years in the case of a sale price exceeding HUF 100,000 but not exceeding HUF 250,000,
  - (iii) three years above the sale price of HUF 250,000.
- 8.1.3. The defect is not covered by the guarantee if its cause occurred after the Product was handed over to the Consumer, such as, for example, if the defect is caused by:
- (i) unprofessional commissioning (unless the commissioning was carried out by the Service Provider or its agent, or if the unprofessional commissioning can be traced back to an error in the user and management instructions)
  - (ii) improper use, disregarding the instructions for use and management,

- (iii) improper storage, improper handling, damage,
  - (iv) elemental damage, natural disaster.
- 8.1.4. In the event of a defect covered by the guarantee, you as a consumer
- (i) primarily – at your option – you may demand a/an
    - a. fix
    - b. exchangeexcept if the fulfillment of the chosen guarantee claim is impossible or if it would result in disproportionate additional costs for the Service Provider compared to the fulfillment of the other guarantee claim, taking into account the value represented by the Product in perfect condition, the gravity of the breach of contract and the damage to your interests caused by the fulfillment of the guarantee claim.
  - (ii) if the Service Provider has not undertaken the repair or replacement, or is unable to do so within the time limit corresponding to this obligation, sparing your interests as a Consumer, or if your interest in the repair or replacement has ceased, you - at your option -
    - a. can request a proportional reduction of the purchase price,
    - b. the error at the expense of the Service Provider can be
      - i. fixed by you
      - ii. repaired by someone else on your orders
    - c. may withdraw from the contract, stating that there is no room for withdrawal due to an insignificant error.
- 8.1.5. If you, as a Consumer, request a replacement within three working days of the purchase (commissioning) due to a malfunction of the Product, the Service Provider is obliged to replace the Product, provided that the malfunction prevents the intended use.
- 8.1.6. The repair or replacement must be carried out within a reasonable time frame, taking into account the characteristics of the Product and its intended purpose, while protecting your interests. The Service Provider must endeavor to carry out the repair or replacement within fifteen days at most.
- 8.1.7. During the repair, only new parts may be installed in the Product.
- 8.1.8. If the Product is repaired, the guarantee period will be extended from the date of delivery for repair by the time during which you could not use the Product as intended due to the defect.
- 8.1.9. If, during the first repair of the Product during the guarantee period specified in the [regulation](#) on mandatory guarantee, the Service Provider determines that the Product cannot be repaired, the Service Provider is obliged to replace the Product within eight days, unless you instruct otherwise. If it is not possible to exchange the Product, the Service Provider is obliged to refund the purchase price indicated on the proof of payment of the Product's consideration presented by you - on the invoice or receipt issued on the basis of the General Sales Tax Act - within eight days.
- 8.1.10. If, during the guarantee period defined in the [regulation](#) on the mandatory guarantee, the Product fails again after three repairs - unless you provide otherwise - and if based on Act V of 2013 on the Civil Code 6:159. of § (2) point b), you do not request a proportional reduction of the Purchase Price, and you do not wish to repair the Product at the Service Provider's expense or have it repaired by someone else, the Service Provider is obliged to replace the Product within eight days. If it is not possible to exchange the Product, the Service Provider is obliged to refund the Purchase Price indicated on the invoice or receipt issued on the basis of the General Sales Tax Act on the proof of payment of the Product consideration presented by you within eight days.

- 8.1.11. If the Product is not repaired within the thirtieth day from the notification of the repair request to the Service Provider, the Service Provider is obliged to replace the Product within eight days after the ineffective expiration of the thirty-day deadline, unless otherwise ordered by you. If it is not possible to exchange the Product, the Service Provider is obliged to refund the purchase price indicated on the proof of payment of the Product's consideration presented by you - on the invoice or receipt issued on the basis of the General Sales Tax Act - within eight days after the ineffective expiry of the thirty-day correction deadline.
- 8.1.12. The costs related to the fulfillment of the guarantee obligation shall be borne by the Service Provider.
- 8.1.13. The guarantee does not affect the enforcement of the Consumer's rights arising from the legislation, particularly those related to accessories and product warranties or compensation, but the Consumer does not have the right to file an accessory warranty and guarantee claim or a product warranty and guarantee claim at the same time, parallel to each other, due to the same defect. validate. Regardless of these restrictions, you are entitled to the rights arising from the guarantee regardless of the rights defined in the clauses governing the accessories warranty and product warranty of this Contract.

## **8.2. Voluntarily guarantee**

- 8.2.1. The Service Provider may provide a guarantee for the products it sells for a period specified in the Product description in the Webshop, which may be longer than the period according to the [government decree](#). The Service Provider shall notify the duration of the warranty for each Product by means of the data on the guarantee card given at the time of taking possession of the Product at the latest.

## **9. Limitation of Liability**

- 9.1. You may use the Webshop solely at your own risk, and you accept that the Service Provider shall not be liable for material or non-material damage arising during use, in addition to liability for breach of contract caused intentionally, by gross negligence, or criminally, as well as damage to life or health.
- 9.2. Data and information related to the Products offered for sale on the Webshop and the services provided to you by the Service Provider have been posted in good faith, but they are for informational purposes only, and the Service Provider does not assume responsibility for the accuracy or completeness of the information.
- 9.3. The service provider excludes responsibility for the behavior of Webshop users. You are fully and exclusively responsible for your own conduct, in such cases the Service Provider will fully cooperate with the acting authorities in order to detect legal violations.
- 9.4. If you notice objectionable content in the Webshop, you must report it to the Service Provider immediately. If, in the course of its good faith procedure, the Service Provider finds the indication to be well-founded, it is entitled to immediately delete or modify the information.

## **10. Contract language, governing law, dispute resolution**

- 10.1. This Contract as well as the Sales Contract, was drawn up in Hungarian, which is governed by the laws of Hungary.
- 10.2. In particular, the following laws govern matters not regulated in this Contract and the Sales Contract:
  - (i) Act CLV of 1997. on consumer protection
  - (ii) Act CVIII of 2001 on certain issues of electronic commercial services and services related to the information society
  - (iii) Act V of 2013 on the Civil Code

- (iv) 151/2003. (IX.22.) Government Decree 45/2014 on the mandatory warranty for consumer durables.
- (v) 45/2014. (II.26.) Government decree on the detailed rules of contracts between the consumer and the business
- (vi) 19/2014. (IV.29.) NGM decree on the procedural rules for managing warranty and guarantee claims for things sold under the contract between a consumer and a business szabályairól
- (vii) Act LXXVI of 1999 on copyright
- (viii) Act of CXII of 2011 on the right to self-determination of information and freedom of information
- (ix) REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (February 28, 2018) on action against unjustified territory-based content restrictions and other forms of discrimination based on the customer's nationality, residence or place of establishment within the internal market, as well as the 2006/2004/EC and Regulation (EU) 2017/2394, and amending Directive 2009/22/EC
- (x) REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (April 27, 2016) on the protection of natural persons with regard to the processing of personal data and on the free flow of such data, and on the repeal of Regulation 95/46/EC (general data protection regulation)
- (xi) Government Decree 373/2021.(VI.30.) on the detailed rules of contracts between a consumer and a business for the sale and purchase of goods, as well as for the provision of digital content and the provision of digital services

10.3. In case of objections, complaints, comments or legal disputes related to the Products or the Webshop, You can choose from the following options:

- (i) complaint handling at the Service Provider
- (ii) filing a complaint with the consumer protection authorities
- (iii) Conciliation panel proceedings
- (iv) legal proceedings

#### **10.4. Complaints handling**

10.4.1. You can submit consumer objections related to the Product or the Service Provider's activities directly to the Service Provider by sending a complaint to the Service Provider's e-mail address, via the Webshop, or by post.

10.5. Pursuant to the current legislation, the Service Provider immediately investigates a verbal complaint (in a store) and remedies it as necessary, if the nature of the complaint allows it. If you do not agree with the handling of the complaint, or the immediate investigation of the complaint is not possible, the Service Provider will immediately record the complaint and its position on it, and a copy thereof:

- (i) he will hand it over to you on the spot, in the case of a verbal complaint communicated in person,
- (ii) it will be sent to you at the latest at the same time as the substantive response specified in the section on written complaints, in the case of a verbal complaint communicated by telephone and will proceed according to the provisions regarding written complaints.

10.6. The Service Provider obligatorily assigns a unique identification number to the verbal complaint communicated over the phone, which helps the complaint to be traced back. The Service Provider must provide you with this number. The Service Provider is obliged to examine the written complaint within thirty days after its receipt and to provide a substantive answer, and to arrange for the answer to reach you. If the complaint is rejected by the Service Provider, it is obliged to justify its position in its substantive response to the rejection.

- 10.7. The Service Provider must keep the record of the complaint and a copy of the response for five years.
- 10.8. If you notice a violation of your consumer rights, you have the right to file a complaint with the competent consumer protection authority for your place of residence. After evaluating the complaint, the authority decides on the conduct of the consumer protection procedure. The list of relevant government offices is available at <https://www.kormanyhivatal.hu>.
- 10.9. In order to settle a consumer dispute related to the quality and safety of the Products and the application of the product liability rules, as well as the conclusion and performance of the sales contract, out of court, you can initiate a procedure at the conciliation body competent according to your place of residence or residence, or you can contact the professional chamber operating under the jurisdiction of the Service Provider's headquarters to a conciliation body. In the application of the rules applicable to the Conciliation Board, a consumer is also a non-governmental organization, church, apartment building, housing association, micro, small and medium-sized enterprise under a separate law who buys, orders, receives, uses, makes use of goods, or commercial communications or offers related to the goods addressee. Contact details of the Budapest Conciliation Board:
- Address: 1016 Budapest, Krisztina krt. 99. III. em. 310. Levelezési cím: 1253 Budapest, Pf.: 10.  
E-mail address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)  
Central telephone number: +36 1 488 2131  
Fax: +36 1 488 2186
- 10.10. Based on your place of residence (place of stay), you can contact the conciliation bodies available at the [link](#) below in order to resolve the consumer dispute. The Service provider is obliged to participate in the proceedings of the Conciliation Board. The Service Provider is obliged to participate in the conciliation board proceedings, which will normally take place online using a means of distance communication, unless you request a hearing in person. Even in the case of a face-to-face hearing, the Service Provider's authorised settlement representative must participate at least online. Pursuant to this point, the sending of the response is also considered cooperation.
- 10.11. If you wish to pursue a claim for an amount not exceeding HUF 200,000.00 (two hundred thousand forints) before the conciliation board competent for your place of residence (or stay), the validity of the claim is not dependent on the submission of a declaration of submission to the conciliation board of the Servicer.
- 10.12. If you wish to bring a claim for an amount not exceeding HUF 200,000.00 (two hundred thousand forints) before the conciliation body competent for your place of residence (or stay) and the conciliation board issues a decision imposing an obligation, and
- (i) your servicer fails to perform the obligations contained in the decision within the time limit for performance, you are entitled to apply to the court having jurisdiction to issue an enforcement order against the decision of the conciliation board.
  - (ii) If the servicer performs the obligations contained in the decision or recommendation within the time limit for performance, the servicer must notify the conciliation board within fifteen days of the expiry of the time limit in the decision or recommendation.
- 10.13. The costs of the proceedings of the competent conciliation board shall be borne by the Service Provider in the event of a decision imposing an obligation, and both parties shall bear their own costs in the event of a rejection of the request.

- 10.14. In the event of a cross-border consumer dispute related to an online sales contract, consumers can settle their cross-border disputes related to online purchases electronically by submitting an electronic complaint through the [online platform](#) available at the following link. All you have to do is register on the online platform available at the link above, fill out an application completely, and then submit it electronically to the conciliation board via the platform. In this way, consumers can easily assert their rights despite the distances
- 10.15. In Hungary, the Budapesti Békéltető Board (BBT) is authorized to act in legal disputes as a conciliation board between cross-border consumers and traders related to online sales or service contracts.
- 10.16. You are entitled to assert your claim arising from a consumer dispute before the court within the framework of a civil procedure in accordance with Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure. according to the provisions of the law.
- 10.17. The Service Provider informs you that the Service Provider is not subject to the provisions of any code of conduct.

## **11. Copyright**

- 11.1. The Webshop is considered an intellectual work, of which the Service Provider is the copyright holder or the authorized user.
- 11.2. All content displayed during the provision of services available through the Webshop: any author's work or other intellectual creation (including, among others, all graphics and other materials.
- 11.3. Unauthorized use of graphic and software solutions and computer programs on the Webshop is prohibited, as well as the use of any application that can be used to modify the website or any part of it. Any material from the Webshop and its database may be taken, even with the written consent of the right holder, only by referring to the Webshop and indicating the source.

## **12. Definitions**

- 12.1. If nothing else follows from the other provisions of this Contract, the following terms used in this Contract with a capital letter have the following meaning:

**Sales contract:** a sales contract between the Service Provider as a seller and you as a customer using the Webshop and electronic correspondence

**Parties:** Service provider as seller and you as buyer together

**Consumer:** a natural person acting outside the scope of his profession, independent occupation or business activity

**Consumer contract:** a contract, one of whose subjects is considered a consumer

**Manufacturer:** the producer of the Product, in the case of an imported Product, the importer bringing the Product into the territory of the European Union, as well as any person who identifies himself or herself as a manufacturer by placing their name, trademark or other distinguishing mark on the Product

**Website:** mentioned website, which serves to conclude the contract

**Guarantee:** In the case of contracts concluded between the consumer and the business (hereinafter: consumer contract), according to the Civil Code,

- a guarantee undertaken for the performance of the contract, which the company undertakes voluntarily in addition to or in the absence of its legal obligation for the proper performance of the contract, and
- the mandatory guarantee based on legislation

**Contract:** document containing these general terms and conditions and of use.

**Durable data medium:** any device that enables the consumer or the business to store the data addressed to him/her personally in a manner that is still accessible in the future and for a period

appropriate to the purpose of the data, as well as to display the stored data in an unchanged form

**Device enabling communication between far away parties:** a device that is suitable for making a contract statement in the absence of the parties - in order to conclude a contract. Such a device is, in particular, an addressed or unaddressed form, a standard letter, an advertisement published in a press product with an order form, a catalog, a telephone, a fax machine and a device providing Internet access.

**Far away contract:** a consumer contract that is concluded within the framework of the organized distance selling system of the Product according to the contract without the simultaneous physical presence of the parties in such a way that, in order to conclude the contract, the contracting parties use a device that enables communication between absent parties only

**Product:** a movable item offered for purchase in the Webshop, including water, gas and electricity in a tank, bottle or otherwise in a limited quantity or with a specified volume, as well as

**Business:** a person acting in the scope of his profession, independent occupation or business activity

**Buyer/You:** person entering into a contract making a purchase offer via the Website

**Purchase price:** For product, consideration to be paid.

Budapest, [\*] March, 2024