

# GENERAL TERMS AND CONDITIONS

<https://pneucom.hu>

<https://pneumatikashop.hu>

<https://pneumatikashop.eu>

<https://segedrugo.hu>

*Effective date: 01.01.2019.*

## **Introduction:**

Please read our General Terms and Conditions carefully, as by placing your order you accept our Company's General Terms and Conditions!

If you have any questions about the use of our webshop, the purchase process, the goods we sell or our General Terms and Conditions, you can contact our company at the following contact details:

## **Our company details:**

**Company name** : Pneucom Bt.

**Headquarters** : H-1161, Budapest, Pálya utca 93.

**Postal address** : H-1161, Budapest, Pálya utca 93.

**Tax number** : 21484126-2-42

**Company registration number** : 01-06-753916

**Name of registering authority** : Metropolitan Court as Company Court

**Company bank account number**: 11714006-20412764-00000000

**Name of representative** : Viktor Zoltán Garai

**Website address**: <https://pneucom.hu> , <https://pneumatikashop.hu> ,  
<https://pneumatikashop.eu> , <https://segedrugo.hu> ,

**E-mail address:** [pneucom@pneucom.hu](mailto:pneucom@pneucom.hu), [info@pneumatikashop.hu](mailto:info@pneumatikashop.hu),  
[info@pneumatikashop.eu](mailto:info@pneumatikashop.eu), [info@segedrugo.hu](mailto:info@segedrugo.hu)

**Phone number :** +36 1 401 5060

**Hosting Service Provider details:** Tárhely.eu Kft. H-1144, Budapest, Ormánság u. 4. X/241. Company registration number: 01 09 909968, [support@tarhely.eu](mailto:support@tarhely.eu)

### **Definitions:**

Parties : Seller and Consumer/Company together

Consumer : an adult natural person who has reached the age of 18 acting outside the scope of his economic activity or profession

Consumer contract : a contract, one of whose subjects is a Consumer

Warranty : in the case of the Consumer contract, according to the Civil Code

- a guarantee that goes beyond the legal obligation or voluntarily undertaken for the proper performance of the contract
- mandatory warranty based on legislation

Contract: conclusion of a sales contract between the Seller and the Consumer/Company using the webshop and e-mail

Absentee contract : a consumer contract that is concluded in the framework of a distance selling system organized for the provision of goods or services in accordance with 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

Goods : available in our webshop, intended for sale, available for possession:

- movable thing, including water, gas and electricity in containers, bottles or otherwise in limited quantities or with a specified volume
- movable thing that includes or is connected to digital content or a digital service in such a way that in the absence of the relevant digital content or digital service, the goods could not perform their functions (hereinafter: the goods containing digital elements)

Purchase price: consideration to be paid for the goods and for the provision of digital content or the provision of a digital service

Goods containing digital elements: movable things that include or are linked to digital content or digital services in such a way that the goods would not be able to perform their functions without the digital content or digital service concerned

Compatibility: the ability of goods, digital content or digital service containing digital elements to work - without the need for conversion - with hardware or software with which goods, digital content or digital services of the same type are normally used together

Interoperability : the ability of goods, digital content or digital service containing digital elements to work with hardware and software different from that with which the same type of good, digital content or digital service is normally used

Functionality: the ability of goods containing digital elements, digital content or a digital service to perform functions appropriate to its purpose

Manufacturer: the producer of the goods , in the case of imported goods, the importer into the territory of the European Union, or any person who identifies himself as a manufacturer by placing his name, trademark or other distinguishing mark on the goods

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 absent 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.

Business : a person acting in the scope of his economic activity or profession

Webshop : our webshop, where the contract is concluded

**Relevant legislation:**

- CLV of 1997. Act on Consumer Protection

- LXXVI of 1999 law on copyright
- CVIII of 2001 Act on certain issues of electronic commercial services and services related to the information society
- 151/2003. (IX.22.) government decree on the mandatory warranty for consumer durables
- CXX of 2011 Act on the right to self-determination of information and freedom of information
- Act V of 2013 on the Civil Code
- 19/2014. (IV.29.) NGM decree on the procedural rules for managing warranty and guarantee claims for things sold under the contract between the consumer and the company
- 45/2014. (II.26.) government decree on the detailed rules of contracts between the Consumer and the Company
- The European Parliament and Council (EU) 2016/679. (27.04.2016) on the management and protection of the personal data of natural persons, as well as on the free flow of this data, and on the repeal of Regulation 95/46/EC, i.e. the General Data Protection Regulation
- The European Parliament and Council (EU) 2018/302. decree (28.02.2018) on action against unjustified territorial content restrictions and other forms of discrimination based on the Consumer's nationality, place of residence/establishment within the internal market, as well as 2006/2004/EC and (EU) 2017/2394. regulation, and on the amendment of Directive 2009/22/EC
- 373/2021 on the detailed rules of contracts for the sale and purchase of goods and the provision of digital content and digital services between a consumer and a business. (VI. 30.) Government decree

**Scope and acceptance of the General Terms and Conditions:**

In addition to the relevant legislation, the content of the contract to be concluded is also regulated by our General Terms and Conditions. Within the framework of this,

we summarize the rights and obligations of you and us, the conditions for concluding the contract, the payment and delivery conditions, the deadlines, the rules related to responsibility, as well as the conditions for exercising the right of withdrawal.

By placing your order, you accept our Company's General Terms and Conditions, which belong to the contract to be concluded.

**Language and form of contract:**

The language of the contract is English.

The contract is created by placing the order and accepting our General Terms and Conditions.

**Prices:**

Prices are in Euros. Our prices are net prices, which do not include VAT . We reserve the right to change prices.

**Complaint handling and legal enforcement options:**

The Consumer can send us his objections regarding the Goods or the activities of our Company at the following contact details:

- E-mail address: [pneucom@pneucom.hu](mailto:pneucom@pneucom.hu) , [info@pneumatikashop.hu](mailto:info@pneumatikashop.hu) , [info@pneumatikashop.eu](mailto:info@pneumatikashop.eu) , [info@segedrugo.hu](mailto:info@segedrugo.hu) ,
- Phone number: +36 1 401 5060

The Consumer can **primarily communicate his complaint to our Company in writing, but in some cases also orally** . The complaint may refer to the behavior, work or omission of the person acting on behalf of our Company, which is directly related to the distribution and sale of the goods.

**Our company investigates the verbal complaint immediately and resolves it if possible** . If the Consumer does not agree with the handling of the complaint or the immediate investigation of the complaint is not possible, our Company will record the complaint and its position on it, a copy of which will be delivered to the Consumer

(in case of personal presence, it will be handed over on site). In the case of a complaint received by e-mail, it will be sent to the Consumer within 30 days together with the answer. **Our company will respond to the written complaint in writing within 30 days.** If the complaint is rejected, our company is obliged to justify its position. Our company is obliged to provide the complaint with a unique identification number - in the case of a verbal complaint communicated by telephone or other electronic communication service.

The record of the complaint must include:

- The place, method and time of delivery of the complaint
- Consumer's name, address and contact information
- A detailed description of the consumer complaint, as well as a list of documents, records and evidence
- Our company's statement on its position regarding the Consumer's complaint, if it can be investigated immediately
- Place and time of record taking
- The signature of the person recording the minutes and the signature of the Consumer - the latter in the event that the verbal complaint is communicated in person
- The unique identification number of the complaint - in the case of a verbal complaint communicated by phone or other electronic communication service

Our company will keep the record of the complaint and its optional copy for 5 years and present it to the inspection authority upon request.

Our company informs the Consumer in writing, if the complaint is rejected, which authority or Conciliation Board can initiate the procedure with the complaint. The information includes the headquarters, mailing address, and contact details (website, e-mail, phone number) of the competent authority and the Conciliation Board at the Consumer's place of residence/residence, as well as our company's position regarding the use of the Conciliation Board procedure for the purpose of settling a consumer dispute.

In the event that the legal dispute between our Company and the Consumer is not

resolved through negotiations, the Consumer may use additional legal enforcement options:

**Consumer Protection Authority procedure:**

In the event of a violation of Consumer rights, the Consumer is entitled to file a complaint with the Consumer Protection Authority responsible for his place of residence. The authority decides on the conduct of the Consumer Protection procedure after evaluating the complaint. The first-level official tasks are performed by the district offices. Their availability: <http://jarasinfo.gov.hu/>

**Judicial proceeding:**

Within the framework of the civil procedure, the Consumer is entitled to enforce his claim arising from the legal dispute in court 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.

**Conciliation Board procedure:**

You have the right to contact the Conciliation Board competent according to your place of residence/stay if we reject your Consumer complaint. The condition for initiating the procedure is that the Consumer Company attempts to settle the dispute directly with our Company.

Our company has an obligation to cooperate in the Conciliation Board procedure. Based on this, our company is obliged **to send a response** to the invitation of the Conciliation Board , as well as **to appear at the hearing before the Conciliation Board** and to ensure the participation of a person authorized to create an agreement.

If our company's headquarters/premises are located outside the county of the chamber that operates the territorially competent Conciliation Board, our company's obligation to cooperate extends to offering the possibility of concluding a written agreement in accordance with the consumer's demand.

If we do not comply with our above obligation of cooperation, the matter falls under the jurisdiction of the Consumer Protection Authority, according to which a **mandatory fine is imposed in case of illegal** behavior of companies , and this cannot be waived.

The Consumer can request the initiation of the Conciliation Board procedure. The request must be sent in writing (by letter, fax, telegram, or on the website of the Conciliation Board, in electronic form) to the president of the Conciliation Board.

The application must include:

- Consumer's name, residence/place of residence, contact information
- The name, registered office/site of the company involved in a consumer dispute
- The consumer's position and related evidence and facts
- The consumer's declaration that he attempted to settle the dispute directly with the concerned business
- The consumer's statement that he did not initiate any other Conciliation Board proceedings in the case, did not initiate mediation proceedings, did not submit a claim letter, did not submit a request for the issuance of a payment order
- Motion for a board decision
- Consumer's signature
- If the Consumer has applied for the jurisdiction of another body instead of the competent Conciliation Board, its designation

In any case, it is necessary to attach to the request the document or a copy of the document, the content of which the Consumer refers to as evidence (the company's written statement rejecting the complaint, if this is not available, then the written evidence in the Consumer's possession of the attempted negotiation).

If an authorized representative acts in the case of the complaint, the authorization issued by the Consumer must be attached to the application.

More information about Conciliation Boards: <http://www.bekeltetes.hu>



More information about the territorially competent Conciliation Boards:  
<https://bekeltetes.hu/index.php?id=testuletek>

### **Online dispute resolution platform:**

After registering as a consumer on the website created by the European Commission, by filling out the application on the page, the consumer can settle legal disputes related to online shopping without initiating court proceedings. This is also a way to enforce consumer rights without distance limitations.

You can make a complaint about the goods/services purchased online.

You and the company you have complained about can choose together which dispute resolution body will be assigned to handle the complaint.

The online dispute resolution platform is available on the following website:  
<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

### **Copyrights:**

Our website is considered a work of authorship in accordance with Act LXXVI of 1999 on copyright. pursuant to Section § 1 (1) of the Act, each part is protected by copyright. Unauthorized use of images, texts, software and graphic programs on our website, as well as the use of harmful applications that modify our website, is prohibited, according to Section 16 § (1) of the same law. Please note that materials, images, videos, and texts from our website and database can only be taken over with the written consent of the right owner (Pneucom Bt.), with the indication of the source.

### **Partial invalidity and code of conduct:**

In the event that a point of our General Terms and Conditions is legally incomplete/invalid, the provisions of the relevant legislation shall govern that part. The rest of the contract remains valid.

Our company does not have a code of conduct according to the Act on the Prohibition of Unfair Trade Practices towards Consumers.

**Operation of technical protection measures and digital data content:**

The servers that provide the data displayed on our website have an availability of over 99.9%/year. The entire data content is saved continuously, at regular intervals, if there are any problems, the original data can be restored. The data that appears on our website is stored in a MySQL or MSSQL database. Due to their sensitive nature, these data are stored with a suitable level of encryption, and for their coding we use hardware support, which is built into the processor.

**Product properties:**

Information on the properties of the goods for sale on our website can be found in the description on the page of the given goods.

**Correction of data entry errors and responsibility for the veracity of the data:**

During the order process, before confirming the order, you have the opportunity to change or correct the data you provided. You are responsible for the accuracy of the information you provide. Based on this data, we will issue the invoice and deliver the goods to the address indicated as the delivery address. By placing your order, you acknowledge that our company has the right to pass on damages and costs resulting from the data you entered incorrectly to you. Our company excludes responsibility for performance due to incorrect data entry. Due to the saturation of the entered e-mail address or mailbox, the confirmation will be considered undeliverable, thereby (preventing) the implementation of the contract.

**Procedure in the event of an incorrect price:**

Despite all care, our company excludes liability for obviously erroneously displayed prices resulting from a failure of the IT system.

It is considered an obviously incorrect price:

- EUR 0.00
- Price showing a discount incorrectly (e.g.: Original price of goods: EUR 10.00, discount: 20%, discounted price: EUR 4.00, since in this case the correct price should be EUR 8.00)

If an incorrect price has been indicated, our company will inform you of the case and offer you the possibility of purchasing the goods at the correct price, so according to your decision, you can either order the goods at the correct price or cancel the purchase without consequences.

**Using our webshop:**

Our webshop provides the User with the presentation of the goods (goods with pictures, description, price on the website) and the option of online ordering. You can browse our website in a menu system. You will find the goods organized by category. By clicking on the name of a category, the goods in that category will be displayed. From the list page, you can find a detailed description of the product by clicking on the name of the product. In our webshop, it is also possible to search by keyword.

If you want to buy a product, you can do so (if you want more pieces, by setting the number of pieces, then) by clicking on the Cart button. You can view and check the items in the Cart using the Cart button. Here you can change the quantities or delete goods. By clicking Empty Cart, the entire contents of the cart will be deleted.

If you have selected which goods you would like to order by clicking on the Checkout button, entering the page, if you have not yet registered, you can place your order by creating a registration. When registering, you must enter the following data: name, address, billing address, delivery address, e-mail address, phone number, password. We will send you a confirmation by e-mail about the success of the registration.

The security of the login data is the responsibility of the User, he is responsible for updating his data, he is obliged to inform our Company if his data has been misused by a third party. If you have forgotten your password, click on the "Forgot password" option, after which we will send a link to the User's registered e-mail address, which can be clicked to create a new password.

During the ordering process, the User must select the preferred payment and delivery method. Immediately before approving the order, the User can check if the data is correct, the goods to be ordered and their quantity on the Order summary page. If you want to correct the data, you can do so by clicking on the pencil icon.

### **Order finalization:**

If everything is in order, you can finalize your order by clicking the "Place order" button, which you will receive a confirmation of on our website and by e-mail. If you notice in the confirmation e-mail that you have entered incorrect data, please notify us immediately within 24 hours.

The information on our website does not constitute an offer to conclude a contract on the part of our company. You are making the offer.

By clicking the "Place order" button, you acknowledge that your offer is deemed to have been made and that your statement entails a payment obligation. If we do not confirm your offer within 48 hours according to our General Terms and Conditions, you will be released from your obligation to the offer.

### **Order processing and conclusion of the contract:**

You can place your order on our webshop at any time. You will receive an automatic confirmation of your order, which means that your order has been received, but this confirmation does not constitute acceptance of your offer. If you do not receive an automatic confirmation by e-mail within 24 hours of placing your order, please let us know, as there may be a technical problem, which may be why your order did not arrive in our system.

Our company confirms your offer in a second e-mail, at which point the contract is established.

## **Payment methods :**

### **Bank Transfer:**

Payment can be made by bank transfer. After processing the order, our colleague will send you the data required for the transfer. Once your payment has been received, we will hand over your package to the courier service for delivery.

### **Bank card:**

Online bank card payments are executed via the Barion system. The merchant does not get and store bank card data. Barion Payment Inc., the provider of this service, is an institution under the authority of the Central Bank of Hungary, its license number is: H-EN-I-1064/2013.

## **Acceptance methods :**

### **GLS courier service:**

Delivery charges apply for delivery.

Delivery time: 2-5 working days from dispatch.

### **Completion date:**

The general deadline for the fulfillment of the order is due no later than 30 days after the confirmation of the order. In the event that our Company does not fulfill the order within the stipulated time, you are entitled to give our Company an additional deadline. If our company does not perform within the additional deadline, you are entitled to withdraw from the contract.

### **Reservation of rights and stipulation:**

If you previously ordered goods from us, but did not receive them upon delivery (except in the case in which you exercised your right of withdrawal), or the package was returned to us with the mark "Not searched for", our company undertakes to fulfill the order in the event that the purchase price and delivery costs is paid in advance.

Our company can withhold the delivery of the package until we are convinced that the purchase price of the goods has been successfully paid in the case of online payment. If the price of the goods has not been paid in full, our Company will draw the Consumer's attention to supplementing the purchase price.

**Consumer information no. 45/2014. (II. 26.) Based on government decree:**

**Information on the Consumer's right of withdrawal:**

As a consumer, the Civil Code 8:1. Based on § 1. point 3, only a natural person acting outside the scope of his profession, independent occupation, business activity is considered, according to this, **legal entities cannot use the right of withdrawal without justification!**

45/2014 of the Consumer. (II. 26.) On the basis of § 20 of the Government Decree, you have the right to withdraw without reason. In the case of a contract for the sale of goods, the Consumer may exercise his right of withdrawal within a period of 14 days from the date of receipt of the goods.

The Consumer can also exercise his right of withdrawal in the period between the conclusion of the contract and the day of receipt of the goods.

If the Consumer has made an offer to conclude the contract, he has the right to withdraw the offer before the conclusion of the contract, which terminates the binding nature of the offer to conclude the contract.

**Declaration of withdrawal, Consumer's right of withdrawal and termination:**

45/2014. (II. 26.) The Consumer can exercise his right guaranteed in § 20 of the Government Decree by means of his declaration to this effect.

**Validity of consumer withdrawal statement:**

We consider the right of withdrawal to have been enforced within the deadline if the Consumer sends us his statement within the deadline (14 days).

The Consumer bears the burden of proving that he has exercised his right of withdrawal in accordance with this provision.

After receiving the Consumer's cancellation statement, our company electronically confirms the fact of the Consumer's exercise of the right of cancellation and acknowledgment of the fact.

**Our company's obligation in the event of cancellation by the Consumer:**

**Our company's obligation to refund:**

If the Consumer is the 45/2014. (II. 26.) withdraws from the contract based on § 22 of Government Decree, our Company will refund the entire amount paid by the Consumer, including the costs related to performance, such as the delivery fee, within 14 days of learning about the withdrawal. Please note that this provision does not apply to additional costs caused by choosing a shipping method other than the usual, less expensive shipping method.

**The method of our company's refund obligation:**

45/2014. (II. 26.) In case of withdrawal/termination based on § 22 of Government Decree, our Company will refund the amount due to the Consumer in accordance with the payment method used by the Consumer. If approved by the Consumer, our Company may use another payment method for the refund, however, the Consumer may not be charged the resulting additional fee. Our Company is not responsible for delays due to a wrongly provided bank account number or postal address by the Consumer.

**Additional costs:**

If the Consumer chooses a delivery method other than the usual, less expensive delivery method, our Company is not obliged to reimburse the resulting additional costs. In such cases, our obligation to refund is up to the indicated general delivery charges.

**Right of retention:**

Our company may withhold the amount due to the Consumer until the Consumer has returned the goods or has clearly proven that he has returned them. We do not accept packages sent by cash on delivery or by post.

**In the event of withdrawal/termination of the consumer's obligations:**

**Return of goods:**

If the Consumer is the 45/2014. (II. 26.) Pursuant to § 22 of the Government Decree, he withdraws from the contract, he must return the goods immediately, no later than 14 days from the notification of withdrawal, or hand them over to a person authorized by our company to receive the goods. The return is deemed to have been completed within the deadline if the Consumer sends the goods before the deadline.

**Bearing costs related to the return of goods:**

The cost of returning the goods is borne by the Consumer. The goods must be returned to our company's address. If the Consumer terminates the contract after the start of performance, he is obliged to pay our Company a fee commensurate with the service performed up to the date of notification of the termination to the company. The amount to be paid proportionately by the Consumer shall be determined on the basis of the total amount of the consideration established in the contract plus tax. If the Consumer proves that the amount determined in this way is too high, the proportional amount must be calculated based on the market value of the services performed up to the date of termination of the contract. We do not accept packages sent by cash on delivery or by post.

**Consumer responsibility for depreciation:**

The Consumer is responsible for the depreciation resulting from use that exceeds the use necessary to determine the nature, properties, and operation of the goods.

**The right of withdrawal cannot be exercised in the following cases:**

Please note that you may not exercise your right of withdrawal pursuant to Section 29 of Government Decree 45/2014 (II.26). In the cases included in paragraph (1):



- In the case of an alcoholic beverage, the real value of which depends on market price fluctuations beyond our company's control and the price of which was agreed upon by the parties at the conclusion of the sales contract, but the performance of the contract will only take place after the 30th day from the conclusion of the contract
- In the case of goods or services that cannot be influenced by our company and are subject to price fluctuations on the financial market, it is possible to exercise the right of withdrawal even within the specified period
- In the case of newspapers, magazines, periodicals, with the exception of subscription contracts
- By its nature, in the case of goods that are inseparably mixed with other goods after delivery
- With the exception of services for residential purposes, in the case of a contract for the provision of accommodation, car rental, transport, catering, and a contract for services related to leisure activities, if the deadline/deadline for completion specified in the contract has been set
- In the case of the sale or purchase of audio or video recordings or computer software in sealed packaging, if the Consumer has opened the packaging after the transfer
- In the case of non-pre-manufactured goods that were manufactured based on the Consumer's instructions or at the request of the Consumer, or in the case of goods that were tailored to the Consumer's person
- In the case of digital data content provided on a non-physical data carrier, if our Company has started performance with the express, prior consent of the Consumer and the Consumer has declared at the same time as his consent that he is aware that he will lose his right of withdrawal after the start of performance
- In the case of contracts concluded at a public auction
- In the case of goods that are perishable or retain their quality for a short time
- In the case of a contract for the provision of a service, after the performance of the service as a whole, if our Company has started the performance with the express, prior consent of the Consumer and the Consumer has

acknowledged that he loses the right to cancel after the performance of the service as a whole

- In the case of a business contract, in which our Company visits the Consumer at the express request of the Consumer in order to carry out urgent repair/maintenance work
- In the case of goods with closed packaging, which cannot be returned after opening after delivery due to health protection or hygiene reasons

### **Accessories warranty, product warranty, warranty information regarding consumer contracts**

This section of the Consumer Information was prepared by applying Annex No. 3 of Government Decree 45/2014 (II.26) on the basis of the authorization of Section 9 (3) of Government Decree 45/2014 (II.26).

This information only applies to buyers who are considered consumers, the rules for buyers who are not considered consumers are defined in a separate chapter.

### **General requirements for compliance with the contract in the case of a consumer contract**

At the time of delivery, the goods must comply with Regulation 373/2021. (VI.30.) to the requirements contained in the Government Decree.

In order for the performance to be considered as contractual for the goods that are the subject of the contract

- it must correspond to the description, quantity, quality, type included in the contract, and must have the functionality, compatibility, interoperability and other characteristics specified in the contract
- must be suitable for any purpose specified by the consumer, which the consumer brought to the company's attention at the latest when the contract was concluded, and which the company accepted
- must have all the accessories and user manuals specified in the contract - including commissioning instructions, installation instructions, and customer service support
- you must provide the updates specified in the contract

In order for the performance to be considered contractual - furthermore - the goods that are the subject of the contract

- it must be suitable for the purposes prescribed for the same type of service by law, technical standard or, in the absence of a technical standard, by the governing code of conduct
- it must have the quantity, quality, performance and other characteristics that the consumer can reasonably expect - especially in terms of functionality, compatibility, accessibility, continuity and safety - which is usual for the same type of goods, taking into account the company, its representative or other person participating in the sales chain, a public statement about the specific properties of the service - especially made in an advertisement or on a label
- it must have the accessories and instructions that the consumer can reasonably expect - including packaging and installation instructions
- must comply with the characteristics and description of the service presented as a sample or model or made available as a trial version by the company prior to the conclusion of the contract

In that case, the goods do not have to comply with the public statement above, if our Company can prove that

- he didn't know the public statement, and he didn't need to know it
- the public statement had already been properly corrected by the time the contract was concluded
- the public statement could not influence the right holder's decision to enter into a contract

### **Specific requirements for compliance with the contract in the case of goods containing digital elements**

In the case of goods containing digital elements, our company must ensure that the consumer is notified of such updates to the digital content of the goods or the digital service related to them - including security updates - which are necessary to maintain the conformity of the goods with the contract, and must also ensure that the consumer get them.

Making the update available to our company if the sales contract

- provides for a one-time service of the digital content or digital service, then it can reasonably be expected by the consumer based on the type and purpose of the goods and digital elements, as well as the unique circumstances and the nature of the contract; **obsession**

- provides for continuous service of digital content over a specified period, then in the case of continuous service of a duration not exceeding two years, it must be provided for two years from the date of delivery of the goods.

If the consumer does not install the updates made available in the manner specified above within a reasonable period of time, the company is not liable for the defect of the goods, if it arises solely from the failure to apply the relevant update, provided that

- the business has informed the consumer about the availability of the update and the consequences of the consumer's failure to install it; and
- the failure to install the update by the consumer or the incorrect installation of the update by the consumer is not due to the incompleteness of the installation instructions provided by the business

Defective performance cannot be established if, at the time of concluding the contract, the consumer received special information that a specific property of the goods differs from the requirements defined above, and when concluding the contract of sale, the consumer separately and expressly accepted this deviation.

#### **Individual requirements for compliance with the contract in the case of goods**

Our company performs incorrectly if the product's fault results from improper installation, provided that

- commissioning is part of the sales contract and was carried out by our Company or was carried out under the responsibility of our Company; **obsession**
- the commissioning had to be carried out by the consumer, and the unprofessional commissioning is the result of deficiencies in the commissioning instructions provided by our company - or in the case of goods containing digital elements - by the digital content or digital service provider

If, according to the sales contract, the goods are put into operation by our Company, or if the commissioning takes place under the responsibility of our Company, the performance must be considered completed by our Company when the commissioning is completed.

If, in the case of goods containing digital elements, the sales contract provides for the continuous provision of digital content or digital services over a specified period of

time, our Company is liable for any defects in the goods related to digital content or digital services, if the defect

- in the case of continuous service of a duration not exceeding two years, within two years from the date of delivery of the goods; obsession
- in the case of continuous service lasting more than two years, it occurs or becomes recognizable during the entire duration of continuous service.

### **Accessory warranty:**

#### **In which case can you exercise your accessory warranty right?**

In the event of defective performance by our Company, you may enforce your warranty claim against our Company in accordance with the relevant rules of the Civil Code and, in the case of consumer contracts, Government Decree 373/2021 (VI.30).

#### **What rights are you entitled to based on your warranty claim?**

You can make use of the following accessory warranty claims:

You can request repair or replacement, unless the option you choose is impossible or would involve disproportionate additional costs for our company. If you did not request or could not request a repair or replacement, in which case you may request a proportional delivery of the compensation or, as a last resort, withdraw from the contract.

You can transfer from your selected accessory warranty right to another, but you will bear the cost of the transfer, unless it was justified or our Company gave us a reason for it.

In the case of a consumer contract, it must be assumed until proven otherwise that a defect recognized within one year from the date of delivery of the goods and goods containing digital elements already existed at the time of delivery - an exception to this is if this assumption is incompatible with the nature of the goods or the nature of the defect.

In the case of used goods, the warranty rights differ from the general rules. Defective performance may also occur with used goods, however, the circumstances under which the buyer could have expected the occurrence of certain errors must be taken into account. In the case of used goods, there is a higher chance of some defects occurring during use, and they may become more common with time of use, therefore it cannot be assumed that a used good has the same quality as a newly purchased good. Based on these reasons, the buyer can only assert his warranty

rights in the event of a deficiency/defect that occurs regardless of defects resulting from use. If the used goods have some kind of defect and the consumer has been informed about this, our company has no responsibility for the known defect.

Our company may refuse to make the goods conform to the contract if the repair or replacement is impossible, or if it would result in disproportionate additional costs for the company, taking into account all circumstances, including the value represented by the service in perfect condition, as well as the gravity of the breach of contract.

The consumer is also entitled - in accordance with the severity of the breach of contract - to request a proportionate delivery of compensation or to terminate the sales contract if

- Our company did not perform the repair or replacement, or performed it but did not fulfill the following conditions in whole or in part:
  - Our company must ensure the return of the exchanged goods at its own expense
  - If the repair or replacement requires the removal of goods that were put into operation in accordance with the nature and purpose of the goods - before the defect became detectable - then the obligation to repair or replace includes the removal of the non-conforming goods and the commissioning of the replaced or repaired goods placing or bearing the costs of removal or commissioning
- refused to make the goods conform to the contract
- a repeated performance error occurred, despite the fact that our company attempted to make the goods conform to the contract
- the error in performance is so serious that it justifies an immediate price reduction or the immediate termination of the sales contract; **obsession**
- Our company did not undertake to make the goods conform to the contract, or it is clear from the circumstances that our company will not make the goods conform to the contract within a reasonable time frame or without significant damage to the consumer's interests

If the consumer wishes to terminate the sales contract citing faulty performance, our Company bears the burden of proving that the fault is insignificant.

The consumer has the right to withhold the remaining part of the purchase price - depending on the severity of the breach of contract - in whole or in part until our Company fulfills its obligations related to contractual compliance and defective performance.

#### **General applicable rules:**

- Our company must ensure the return of the exchanged goods at its own expense
- If the repair or replacement requires the removal of goods that were put into operation in accordance with the nature and purpose of the goods - before the defect became detectable - then the obligation to repair or replace includes the removal of the non-conforming goods and the commissioning of the replaced or repaired goods placing or bearing the costs of removal or commissioning

The reasonable deadline for the repair or replacement of the goods must be calculated from the time when the consumer communicated the defect to our Company.

The consumer must make the goods available to our company in order to carry out the repair or replacement.

Delivery of compensation is proportionate if its amount is equal to the difference between the value of the goods owed to the consumer in the case of contractual performance and the value of the goods actually received by the consumer.

The consumer's right to terminate the sales contract can be exercised with a legal statement addressed to our company expressing the decision to terminate.

If the defective performance affects only a specific part of the goods supplied under the sales contract, and the conditions for exercising the right to terminate the contract exist in respect of them, the consumer may terminate the sales contract only with regard to the defective goods, but also with respect to any other goods acquired together with them may terminate it if the consumer cannot reasonably be expected to keep only goods that conform to the contract.

If the consumer terminates the sales contract in its entirety or - in accordance with paragraph (2) - with regard to a part of the goods supplied on the basis of the sales contract, then

- the consumer must return the affected goods to our Company at our Company's expense; **and**
- Our company must immediately refund to the consumer the purchase price paid for the goods concerned, as soon as it has received the goods or the certificate supporting the return of the goods.

### **What is the deadline for asserting your warranty claim?**

It is your duty to report the error immediately after its discovery, no later than within 2 months. You may not assert your accessory warranty rights beyond the 2-year limitation period from the completion of the contract.

The limitation period does not include the time taken to repair the goods, during which the customer could not use the goods as intended .

If a part of the goods is replaced or repaired, the warranty period for the affected part starts again. This rule also applies if a new error is created as a result of the repair.

If the subject of the contract between the Consumer and our Company is a used item, the parties may agree on a shorter limitation period, but a limitation period of less than 1 year cannot be stipulated.

### **Who can you enforce your accessory warranty claim against?**

You can enforce your accessories warranty claim against our company.

### **What other conditions are there for asserting your accessory warranty rights?**

Within 1 year from the date of delivery, there is no other condition for validating your warranty claim for accessories, apart from reporting the defect, if you prove that the goods or services were provided by our company. However, after 1 year from the date of performance, you must prove that the defect was already present at the time of performance.

### **Product warranty:**

#### **In what cases can you use your product warranty right?**

In the event of a defect in a movable object/goods, you may choose to assert your accessory warranty or product warranty claim.

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

As a product warranty claim, you can only request the repair or replacement of defective goods.

#### **In which case is the product considered defective?**

The goods are defective if they do not meet the quality requirements in force at the time they are placed on the market or if they do not have the properties specified in the description provided by the manufacturer.

#### **What is the deadline for asserting your product warranty claim?**

You can assert your product warranty claim within 2 years of the product being placed on the market by the manufacturer. After this deadline, you will lose this right.

#### **Against whom and under what other conditions can you enforce your product warranty claim?**

You can only exercise your product warranty claim against the manufacturer/distributor of the movable item. You must prove the defect of the goods in the event of a product warranty claim.

#### **In which case is the manufacturer/distributor exempt from product warranty obligations?**



The manufacturer/distributor is only released from its product warranty obligation if it can prove that:

- According to the state of science and technology, the defect was not detectable at the time of marketing
- The defect in the goods results from the application of legislation or mandatory official regulations
- He did not manufacture or market the goods as part of his business activities

It is sufficient for the manufacturer/distributor to prove 1 reason for exemption.

Please note that due to the same defect, you cannot assert an accessory warranty claim and a product warranty claim at the same time. However, in the case of successful enforcement of a product warranty claim, you can assert your accessory warranty claim against the manufacturer for the replaced product/repaired part.

### **Warranty:**

#### **In what cases can you exercise your warranty rights?**

151/2003 on the mandatory warranty for consumer durables in the event of defective performance. (IX. 22.) Pursuant to the government decree, our company is obliged to provide a warranty in the case of the sale of new consumer durables listed in Annex No. 1 of the decree, as well as their accessories and components within the scope specified therein.

Legislation requires the provision of a warranty in the case of consumer durables, such as technical goods, machines, and tools, the purchase price of which exceeds HUF 10,000.

Our company can voluntarily undertake a warranty for a customer who is considered a consumer, for which he must submit a warranty statement.

The warranty statement must be made available to the consumer on a durable data medium, no later than when the goods are delivered.

The following must be stated in the warranty statement:

- the clear statement to the effect that in the event of faulty performance of the goods, the consumer is entitled to exercise his accessory warranty rights

according to the law free of charge, these rights are not affected by the warranty;

- the name and address of the guarantor;
- the procedure to be followed by the consumer in order to enforce the warranty;
- the designation of the goods to which the warranty applies and
- warranty conditions.

The warranty statement must also be made available to the consumer in Hungarian.

**What rights are you entitled to under the warranty and within what time frame?**

In the framework of a warranty, the customer may request repair or replacement, in cases defined by law, may request a price reduction, and in the last case, may withdraw from the contract if the person obligated to the warranty has not undertaken the repair or replacement within the deadline, is unable to comply with the interests of the entitled party, or if the entitled party has to repair or your interest in exchange has ceased.

The consumer can assert his request for repair directly at our Company's headquarters, any location, branch, or at the repair service indicated by the company on the warranty card.

**You can enforce your warranty claim during the warranty period,** which is defined in Art. 151/2003. (IX.22.) Government decree defined as follows:

- In the case of a sale price of HUF 10,000 but not exceeding HUF 100,000, one year
- In the case of a sale price exceeding HUF 100,000 but not exceeding HUF 250,000, two years
- Three years above the sale price of HUF 250,000

Please note that failure to meet these deadlines will result in loss of rights.

In case of repair of the consumer product, the warranty period is extended from the date of delivery for repair by the time during which the consumer could not use the consumer product as intended due to the defect.

The warranty period starts on the day the consumer product is handed over to the consumer, or if the commissioning is carried out by our Company or its representative.

If the consumer puts the consumer product into operation more than six months from the date of handover, the starting date of the warranty period is the date of handover of the consumer product.

### **Warranty procedural provisions**

Our company must endeavor to carry out the repair requested under the warranty within 15 days. The 15-day period starts on the day of receipt of the consumer product.

If the duration of the repair or replacement exceeds 15 days, our company must inform the customer of the expected duration of the repair or replacement.

Consumer goods with a fixed connection or heavier than 10 kg, or which cannot be transported as hand luggage on public transport - with the exception of vehicles - must be repaired at the place of operation. If the repair cannot be carried out at the place of operation, our company will take care of the disassembly and installation, as well as the delivery and return, or - in the case of a request for repair confirmed directly at the repair service - the repair service.

If, during the first repair of the consumer product during the specified warranty period, it is determined by our company that the consumer product cannot be repaired, the company is obliged to replace the consumer product within eight days, unless otherwise ordered by the consumer. If it is not possible to exchange the consumer product, our company is obliged to refund the purchase price to the consumer within eight days of the invoice or receipt issued on the basis of the VAT Act.

By accepting the General Terms and Conditions document, the customer consents to the information being provided to the customer electronically.

### **In the event that our Company is unable to repair the consumer product within 30 days**

- if the customer has given his consent, the repair can be carried out at a later date, or
- if the customer does not agree to carry out the subsequent repair, or has not made a statement in this regard, the consumer item must be replaced by our

company within 8 days after the unsuccessful expiration of the 30-day period,  
or

- if the customer does not agree to carry out the subsequent repair, or has not made a statement in this regard, but it is not possible to exchange the consumer item, then our company is obliged to present the customer's receipt proving the payment of the consideration for the consumer item - issued on the basis of the General Sales Tax Act on the invoice or receipt - to refund the stated purchase price to the buyer within eight days.

**In the event that the consumer product malfunctions after the 3rd repair, - unless the customer otherwise provides - the customer is entitled**

- contact our company with a repair request, or
- Act V of 2013 on the Civil Code 6:159. to request a proportional reduction of the purchase price from our Company on the basis of § (2) point b), or
- Act V of 2013 on the Civil Code 6:159. on the basis of § (2) point b) to repair the consumer product at our Company's expense or have it repaired by someone else, or
- if the customer does not use these rights, or has not made a statement about it, the consumer item must be replaced within 8 days, if this is not possible, then our company is obliged to, on the proof of payment of the consideration for the consumer item presented by the customer - the VAT Act on an invoice or receipt issued on the basis of - to refund the stated purchase price to the customer within eight days.

**What is the relationship between the warranty and other warranty rights?**

The warranty applies in addition to warranty rights (product and accessories warranty). The difference between warranty rights and a warranty is that in the case of a warranty, the burden of proof is more favorable for the Consumer.

Our company's voluntary warranty undertaking within the period of the mandatory warranty may not contain conditions that are more disadvantageous for the Consumer than those provided by the mandatory warranty rules. After this expires, the conditions of the voluntary warranty can be freely determined, but the warranty cannot adversely affect the existence of the Consumer's legal rights (based on accessory warranty) either.

**Exchange request within three working days:**

In the case of a purchase made in our online store, you have the right to exchange goods within 3 working days. 151/2003, exchange request within 3 working days. (IX. 22.) In the case of consumer durables covered by government decree, according to which, if you assert your exchange request within 3 working days, our company must interpret it as if the goods were already defective at the time of sale and we must replace the goods without further ado.

### **When is our company exempt from warranty obligations?**

Our company is released from warranty obligations if it proves that the cause of the defect occurred after performance.

Please note that the provisions written under "Warranty procedural provisions" do not apply to the following consumer goods: electric bicycle, electric scooter, quad bike, motorcycle, moped, passenger car, motorhome, caravan, trailer, trailer , motorized watercraft. Regardless of this, even in the case of these consumer goods, our Company is obliged to endeavor to fulfill the repair request within 15 days. If the duration of the repair or replacement exceeds 15 days, our Company is obliged to inform the customer of the expected duration of the repair or replacement.

Please note that due to the same defect, you cannot assert a claim for accessory warranty and warranty, or a claim for product warranty and warranty at the same time, in parallel. You are entitled to the rights arising from the warranty regardless of warranty entitlements.

### **Accessories warranty, product warranty, warranty information regarding customer contracts that do not qualify as consumers**

#### **Accessories warranty**

A customer who is not a consumer may make use of the following accessory warranty claims:

- You can request a repair or replacement, unless the fulfillment of a request chosen by a customer who is not a consumer is not possible or it would result in disproportionate additional costs for our Company compared to the implementation of another request.

- If you do not request the repair or replacement, or if you were unable to request it, you can request a proportional reduction of the compensation or, in the last case, you can also withdraw from the contract.

You can switch from the selected accessory warranty right to another, however, the cost of the switch will be reimbursed by the buyer who is not a consumer, unless it was justified or our company gave us a reason for it.

In the case of buyers who are not considered consumers, the deadline for enforcing the warranty right is 1 year, which starts on the day of performance.

In the case of used goods, the warranty rights differ from the general rules. Defective performance may also occur with used goods, however, the circumstances under which the buyer could have expected the occurrence of certain errors must be taken into account. In the case of used goods, there is a higher chance of some defects occurring during use, and they may become more common with time of use, therefore it cannot be assumed that a used good has the same quality as a newly purchased good. Based on these reasons, the buyer can only assert his warranty rights in the event of a deficiency/defect that occurs regardless of defects resulting from use. If the used goods have some kind of defect and the consumer has been informed about this, our company has no responsibility for the known defect.

### **Product warranty and guarantee**

Buyers who do not qualify as consumers are not entitled to the warranty or product warranty.

In the event that our Company voluntarily provides a warranty for a specific product, it will be indicated during the purchase of the product.

If the manufacturer of a product provides a warranty covering non-consumer customers, it can be enforced directly at the manufacturer.