General Terms and Conditions

1. INTRODUCTION

These General Terms and Conditions (hereinafter referred to as "GTC") contain the terms and conditions of use of the service available on the budaszeret.hu website (hereinafter referred to as "the Website") by the User (hereinafter referred to as "the User"). The technical information necessary for the use of the Website, which is not included in these GTC, is provided in the information available on the Website. By using the Website, the User acknowledges and accepts the terms of these GTC

2.

Name: Csécs Gábor EV.

Registered office: 8992.

Name of representative: Csécs Gábor

Tax number: 59873310-1-40

Registration number: 57918491

Account holder financial institution:

Számlaszám: 12083600-01853447-00100007

E-mail address: borfetisugyfelszolgalat@gmail.com

3. THE ACTIVITY ON THE WEBSITE

Our company carries out Internet retailing on the website borfetis.hu!

4. TERMS OF USE

4.1. Responsibility

The User may use the website exclusively at his/her own risk and accepts that the Service Provider shall not be liable for any material or non-material damage arising from the use of the website, in addition to liability for intentional, grossly negligent or criminal breach of contract, or for damage to life, limb or health.

The Service Provider excludes all liability for the conduct of the users of the Website and that the User is fully and solely responsible for his/her own conduct.

The User shall ensure that the use of the Website does not infringe, directly or indirectly, the rights of third parties or the law.

The Service Provider is entitled, but not obliged, to check the content (e.g. comments) that Users may make available when using the Website, and the Service Provider is entitled, but not obliged, to look for indications of illegal activity in the content published and shall not be liable for such indications.

4.2. Copyright

The entire website (texts, images, graphics, etc...) is protected by copyright, so it is forbidden to copy, modify or distribute it for commercial purposes.

5.1. Order process

The Website provides Users with the opportunity to view product demonstrations and place orders online. The User can browse the website by using the menu items. The products are listed in categories. The category "Special offers" contains all the products available in the store. For each product, the start and expiry date of the promotion or the start date and while stocks last are indicated separately. The News section contains the new products that have been added to the site's range.

Click on the name of the category to see a list of the products installed in it. If all the products in a given category do not fit on one page, you can scroll through them using the numbers above and below the products. From the product list, the detailed product page can be accessed by clicking on the product name, here you can find out about the detailed features and price of the product you wish to order.

On the website you can search for products by keyword. Product results that match your search criteria are displayed in a list like the categories.

The selected product can be added to the basket by clicking on the basket button, and the required number of items can be set next to the button. The user can check the contents of the basket by selecting the basket menu item. Here you can change the quantity of the product you want to order or delete the item. The Empty Cart button can also be used to completely empty the cart. The User can continue the purchase process by clicking on the Order button. As a second step, it is possible to log in, register or purchase without registration.

In case of registration or purchase without registration, the User must provide the following information: e-mail address, name, telephone number, billing address and, if different, delivery address. To register, in addition to the above information, a password is required. The User will be informed of successful registration by e-mail and on the website. The User may request the cancellation of his/her registration by e-mail, in which case he/she will have to re-register for a new purchase. The User is responsible for keeping the access data confidential. The User shall be responsible for updating his/her data and shall notify the Service Provider if he/she becomes aware that his/her data has been misused by a third party. In the event of a forgotten password, a new password can be requested on the website to the registered e-mail address. If the User has previously registered on the Website, the order process can be continued by entering his/her e-mail address and password.

As a next step in the ordering process, the User must choose the payment and delivery method that suits him/her. A summary page allows the User to check all the details previously provided and the products and quantities he wishes to order. In case of data entry errors, the user can correct the data entered by clicking on the pencil icon. If everything is correct, you can finalise your order by clicking on the Submit Order button. You will receive confirmation of this on the website or by e-mail. If, after the order has been confirmed (e.g. in the confirmation e-mail), you find any incorrect information, you must notify the Service Provider immediately, but within 24 hours at the latest.

Regardless of the ordering intention, the User can log in using the Customer Login window or the Login menu item. After logging in, an Edit Data menu will appear, where you can edit the details you entered during registration, as well as track the details and status of your placed order.

Other: Do I need to be logged in to view prices and add products to my shopping cart? Is there a credit card or other online payment option? If so, a description of the process. Is it possible to save the shopping basket for future purchases (automatically or with a button)? Is there coupon acceptance in the store? Is there points collection? Are other order parameters required? Is there an option to purchase?

5.2. Binding nature of the offer, confirmation

The confirmation e-mail will contain the data provided during the purchase, the order details, the name of the product(s) ordered, the price, the payment and delivery methods chosen, the order serial number, and any additional comments made by the User regarding

the order.

5.3. Establishment of the contract
The contract can be concluded in Hungarian. The placing of the order shall be deemed to be a contract concluded by electronic means, which shall be governed by the provisions of Act CVIII of 2001 on certain issues of electronic commerce services and information society services. The contract is subject to the provisions of the Government Decree 45/2014 (26.II.26.) on the detailed rules of contracts between consumers and businesses and takes into account the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.

The contract is concluded upon receipt of the automatic confirmation. OR

In addition to the automatic confirmation e-mail, the Service Provider sends the User a second e-mail (separate acceptance e-mail) within 48 hours accepting the User's offer, and thus the contract is concluded upon receipt of the separate e-mail of acceptance of the offer by the Service Provider and not upon receipt of the automatic confirmation e-mail within 48 hours.

In our shop, we customise each product to your individual needs. That's why you can pay for your orders by prepayment, credit card or cash on delivery. As soon as the purchase price of the order is received in our account, the product will be manufactured. Please take this into account when placing your order.

5.4. Registration of the contract
A contract concluded via the website does not constitute a written contract, the Service Provider does not file it and it is not accessible subsequently.

5.5.
The Service Provider shall issue the customer with an electronic or paper invoice for the purchase!

5.6.
Payment by bank transfer in advance or at home to the courier with cash on delivery.

Prepayment by credit card - (as soon as we receive the amount in our bank account, we will activate your order and send you all the necessary information by e-mail)
5.6.1.
In the return e-mail, the customer will find the bank account number of our company to which he/she can transfer the displayed purchase price or make a deposit in the bank.

5.6.2.
The customer pays the courier for the ordered product at the indicated delivery address.

5.7.
In the case of payment by bank transfer or credit card, the courier will deliver the goods to your home. In addition, if you order via Foxpost, you can pick up your order at the Foxpost vending machine.

6.1. Procedure for exercising the right of withdrawal
The provisions of this clause apply only to natural persons acting outside the scope of their profession, self-employment or business activity who buy, order, receive, use or make use of goods and who are the addressee of commercial communications or offers relating to goods (hereinafter referred to as the Consumer).

The Consumer may withdraw from the contract without giving any reason within fourteen (14) days of the date of receipt of the goods, or, in the case of the supply of several goods, of the last goods supplied, by the Consumer or by a third party other than the carrier indicated by the Consumer.

The Consumer may also exercise his right of withdrawal during the period between the date of conclusion of the contract and the date of receipt of the product.

If the Consumer wishes to exercise his right of withdrawal, he must send a clear statement of his intention to withdraw (for example, by post, fax or electronic mail) to the Service Provider using the contact details indicated in Section 1 of these GTC. The Consumer shall exercise his right of withdrawal within the time limit if he sends his notice of withdrawal to the Service Provider before the expiry of the time limit indicated above.

The burden of proving that the Consumer has exercised his right of withdrawal in accordance with the provisions set out in point 5 shall lie with the Consumer.

In both cases, the Service Provider shall acknowledge receipt of the Consumer's withdrawal by e-mail.

In the case of a written withdrawal, it shall be deemed to have been validated within the time limit if the Consumer sends his declaration to that effect to the Supplier within 14 calendar days (up to and including the 14th calendar day).

In the case of notification by post, the date of posting shall be taken into account by the Service Provider for the calculation of the time limit, in the case of notification by e-mail or fax, the date of sending the e-mail or fax shall be taken into account by the Service Provider for the calculation of the time limit. The Consumer shall post his letter by registered mail so that the date of dispatch can be credibly proven.

In the event of withdrawal, the Consumer must return the ordered product to the address of the Service Provider indicated in point 1 without undue delay, but no later than 14 days from the date of notification of his withdrawal. The time limit shall be deemed to have been observed if the Consumer sends (posts or delivers to the courier service ordered by him) the product before the expiry of the 14-day time limit.

The cost of returning the product to the Service Provider's address is borne by the Consumer. The Service Provider is not able to accept the package returned by cash on delivery. No costs other than the cost of returning the product shall be charged to the Consumer in connection with the cancellation. The returned product must be returned to the Service Provider's address in a condition free of defects and only defects resulting from normal use.

If the Consumer withdraws from the contract, the Service Provider shall reimburse the purchase price or purchase prices of the product(s) delivered by the Consumer without delay, but no later than 14 days after receipt of the Consumer's notice of withdrawal. The Service Provider shall be entitled to withhold the refund until the Product has been returned or the Consumer has provided credible proof that it has been returned, whichever is the earlier.

The refund will be made by the Service Provider using the same payment method as the one used for the original transaction, unless the Consumer explicitly agrees to another payment method; no additional costs will be charged to the Consumer as a result of using this refund method.

The Consumer shall be held liable for depreciation of the product only if it is due to use beyond that necessary to establish the nature, characteristics and functioning of the product.

6.2 In which cases is the Consumer not entitled to the right of withdrawal?
In the case of a contract for the provision of a service, after the service has been performed in its entirety, if the Service Provider has

started performance with the Consumer's express prior consent and the Consumer has acknowledged that he loses his right of withdrawal after the service has been performed in its entirety.

In respect of a product or service whose price or charge is subject to possible fluctuations of the financial market beyond the Supplier's control, even during the 14-day withdrawal period.

In the case of a product which is not prefabricated, produced by the Service Provider on the instructions or at the express request of the Consumer, or a product which is clearly personalised for the User.

In respect of perishable products or products which retain their quality for a short period.

In respect of a product in a sealed package which, for health or hygiene reasons, cannot be returned after opening after delivery.

In respect of a product which, by its nature, is inseparably mixed with other products after the transfer.

In respect of an alcoholic beverage the actual value of which is subject to market fluctuations beyond the Supplier's control and the price of which was agreed between the parties at the time of conclusion of the sales contract, but the contract is not performed until 30 days after the conclusion of the contract.

In the case of a contract for work where the Supplier calls on the User at the express request of the Consumer to carry out urgent repair or maintenance work.

For the sale of a copy of a sound or video recording or computer software in sealed packaging, if the packaging has been opened by the Consumer after delivery.

For newspapers, periodicals and periodicals, with the exception of subscription contracts.

For contracts concluded by public auction.

For contracts for the provision of accommodation, transport, car hire, catering or leisure activities, with the exception of residential services, where a deadline or period for performance has been fixed in the contract.

In the case of digital content provided on a non-tangible medium, where the Supplier has commenced performance with the express prior consent of the Consumer and the Consumer has, at the same time as giving such consent, declared that he acknowledges that he loses his right of withdrawal once performance has commenced.

6.3. Model right of withdrawal:
Annex 2 to Government Decree 45/2014 (26.2.2014)

Annex 2 to Government Decree No 45/2014 (26.II.) Model declaration of withdrawal/cancellation

(to be completed and returned only in case of withdrawal/cancellation of the contract)

Addressee.

I/we declare that I/we exercise my/our right of withdrawal/cancellation of the following

contract for the sale of the following product(s) or the provision of the following service .....

Date of conclusion of contract / date of receipt:.....

Name of consumer(s):.....

Address of the consumer(s):.....

Signature of the consumer(s): (only in case of paper declaration).....

7.1. Accessories warranty
In the event of defective performance by the Service Provider, the User may assert a warranty claim against the Company in accordance with the provisions of Act V of 2013 on the Civil Code.

In the case of a consumer contract, the User, who is a Consumer, may enforce his warranty claims during the 2-year limitation period from the date of receipt of the product for product defects that already existed at the time of delivery of the product. After the two-year limitation period, the User may no longer enforce his rights under the warranty.

In the case of a contract not concluded with the Consumer, the User may enforce his warranty claims during the limitation period of 1 year from the date of receipt.

In the case of used products, this period shall be 6 months, but not more than one year.

The User may, at his choice, make the following claims under the warranty of the accessories. If the repair or replacement is not requested or could not be requested by the Customer, the Customer may request a proportionate reduction in the price or have the defect repaired or replaced by another party at the expense of the undertaking or, as a last resort, may withdraw from the contract.

The User may transfer his right of warranty from one of his chosen rights to another, but the cost of such transfer shall be borne by the User, unless it was justified or the Company gave a reason for it.

The User shall notify the Supplier of the defect immediately upon its discovery, but not later than two (2) months after the discovery of the defect.

The User may assert a warranty claim directly against the Company.

In the event of a defect discovered within six months of performance (i.e. after delivery or acceptance), the defect shall be presumed to have existed at the time of performance, unless this presumption is incompatible with the nature of the defect or the nature of the product. The Service Provider shall be exempted from the warranty only if it rebuts this presumption, i.e. proves that the defect in the product arose after delivery to the User. On this basis, the Service Provider is not obliged to accept the User's complaint if it can prove that the defect is due to improper use of the product. However, after six months from the date of delivery, the burden of proof is reversed, i.e. in the event of a dispute, the User must prove that the defect existed at the time of delivery.

7.2. Good Standing
WARRANTY CONDITIONS

New consumer durables sold under a contract between the Consumer and the Company are covered by the Company's warranty.

The duration of the warranty is 1 year for a sale price of HUF 10,000.00 but not exceeding HUF 100,000.00, 100. 000,Ft but not exceeding HUF 250.000,Ft, 2 years, above HUF 250.000,Ft 3 years ("Mandatory Warranty") for new consumer goods listed in Annex 1 of the Government Regulation. Failure to comply with this period shall result in forfeiture of rights.

If the manufacturer provides for more favourable warranty conditions for the consumer goods than those provided for in this Regulation, the rights of the trader under the warranty shall pass to the consumer at the time of performance of the consumer contract. The guarantee period for the following consumer goods is 6 month:

Products other than those listed in the Annex to the Government Regulation, mostly below a gross value of HUF 10 000.
Components: battery, hard disk recorder, optical drive and other desktop or portable personal computer components below a gross

value of HUF 10 000.

The mandatory warranty is valid within the administrative territory of Hungary.

(name, address, signature of seller, type, serial number, date of sale, date of installation, warranty period)

The warranty does not affect the consumer's statutory rights.

The warranty does not cover the operating system, drivers and other software installed on the computer.

Data on data storage devices are not covered by the warranty. Regular data backup is the responsibility of the user/consumer.

Consumer's rights under the warranty

The rights of the Consumer are regulated by the Civil Code, and the handling of warranty claims is regulated by the Government Decree and the Decree 19/2014 (IV.29.) of the Ministry of Agriculture and Forestry (on the procedural rules for handling warranty and guarantee claims for goods sold under a contract between a consumer and a business).

As a warranty claim, you can request repair or replacement, unless the chosen claim is impossible to fulfil or would result in disproportionate additional costs compared to the fulfilment of the other possible claim.

If the Contractor or repairer does not undertake or has undertaken to undertake the replacement or repair but has been unable to do so within a reasonable time, the Consumer may claim an appropriate price reduction, have the defect repaired or replaced at the expense of the debtor, or withdraw from the contract. There shall be no right of withdrawal for minor defects.

It does not entitle the Consumer to a replacement if the consumables and consumable parts (ink cartridges, batteries, accumulators, bulbs, ink cartridges) belonging to the apparatus have failed.

In the event of a dispute between the Consumer and the Company as to the fact or nature of the defect (e.g. the repairability of the product, the method of repair, etc.), the parties may proceed in accordance with the provisions of the CLV Act of 1997 (on Consumer Protection).

In the event of a consumer dispute, the consumer may also initiate the procedure of the conciliation body operated by the county (capital) chambers of commerce and industry.

Grounds for exclusion of the right to claim under the guarantee

If the defect was caused, after purchase, by incorrect installation, use other than for the intended purpose or use not in accordance with the instructions, interference by third parties, improper handling, incorrect transport or storage, physical damage or other external factors such as dirt, liquids, power surges.
Failure to carry out regular checks and maintenance as required by the manufacturer. The installation and maintenance of the appliance are not covered by the warranty repair obligations and will be carried out by the service provider at the customer's request and at an extra charge.

Normal wear and tear or wear and tear in service.
Deliberate damage.
Reduction in battery performance
Failure caused by the use of a non-original or non-approved accessory or auxiliary material.
The duration of the warranty for the battery included in the product at the time of purchase is the period depending on the determined selling price according to the Government Regulation, regardless of whether the product is covered by an extended manufacturer's warranty beyond the mandatory warranty.
The product is not repaired or its casing is damaged by an authorised authorised service partner of the manufacturer or the person who placed it on the market.

Enforcement of a warranty claim

The obligation to provide a guarantee is imposed on the undertaking which is bound by the contract with the consumer to provide the service which is the subject of the contract. The owner of the consumer goods may enforce the rights arising from the guarantee, provided that he is a consumer (Consumer: a natural person acting outside the scope of his profession, self-employed occupation or business activity - Civil Code. 8:1 § (1) paragraph 3)

For the validity of the warranty and the enforcement of the rights arising from the warranty, the business may not impose any additional requirements on the consumer beyond those set out in the Government Decree, unless the proper installation of the consumer goods cannot be ensured by any other means and the fulfilment of the requirement does not impose a disproportionate burden on the consumer.

In the case of products purchased under a consumer contract (Art. 1 of the Government Regulation), the rights arising from the guarantee may be enforced by means of a guarantee voucher (Art. 4 of the Government Regulation), In the absence of a guarantee voucher or in the event of its damage, the guarantee may be enforced by means of a receipt (invoice or receipt) proving payment of the consideration. Warranty and repair work may only be carried out by the indicated repair services on the basis of a valid warranty.

The consumer may also submit his repair claim directly to the repair service indicated by the business on the guarantee voucher (Art. 5 of the Government Regulation).

Repairs to products with fixed connections and products weighing more than 10 kg must be carried out at the place of use. If the repair cannot be carried out on the spot, the dismantling, installation, removal and return of the equipment shall be carried out by the undertaking or the service.

The time limits for repair, information, replacement and reimbursement are laid down in Article 5 of the Government Regulation.

If the consumer claims a replacement within three working days of the purchase (installation) due to a defect in the consumer goods, the business may not claim disproportionate additional costs pursuant to Section 6:159 (2) a) of Act V of 2013 on the Civil Code, but is obliged to replace the consumer goods, provided that the defect prevents the goods from being used as intended.

The warranty certificate is issued in a correct and clear form, in Hungarian, on paper, which ensures that the contents of the warranty certificate are legible until the end of the warranty period.

Qualifying period

The guarantee period for consumer purchases is within the legal limits. For non-consumer purchases, the current manufacturer's conditions apply.

To be completed by an official dealer

Name of the device: .....

Type of device: .....

Serial number of the device: .....

Warranty type: o in-service o on-site

Dealer (stamp)

Date of purchase: ..... Warranty period: as listed, but min. 12 months

The merchant will be liable for any claims made under an improperly issued warranty ticket.

7.5. Enforcement of warranty and guarantee claims
The User may assert warranty claims using the following contact details:

Name.

Address for correspondence: 8992 Zalaboldogfa, Rákóczi u. 7.

E-mail address: borfetisugyfelszolgalat@gmail.com

8. ENFORCEMENT POSSIBILITIES

8.1. Place, time and manner of lodging a complaint
The User may submit consumer complaints about the product or the Service Provider's activities to the following contact details:

Gábor Csécs EV.

Address for correspondence: 8992 Zalaboldogfa, Rákóczi u. 7.

E-mail address: borfetisugyfelszolgalat@gmail.com

Please send us an e-mail in any case!

The Service Provider shall, if it has the opportunity, remedy the verbal complaint immediately. If the immediate remedy of the oral complaint is not possible, due to the nature of the complaint or if the User does not agree with the handling of the complaint, the Service Provider shall keep a record of the complaint for a period of five years, together with its substantive response to the complaint.

The Service Provider shall provide a copy of the record to the User on the spot in the case of a verbal complaint communicated in person (on the premises) or, if this is not possible, in accordance with the rules for written complaints detailed below.

In the case of an oral complaint communicated by telephone or other electronic communication service, the Service Provider shall send a copy of the minutes to the User at the latest at the same time as the substantive reply.

In all other cases, the Service Provider shall proceed in accordance with the rules applicable to written complaints.

Complaints recorded by telephone or other means of communication shall be provided by the Service Provider with a unique identifier, which shall facilitate the subsequent tracing of the complaint.

The Service Provider shall reply to the complaint received in writing within 30 days. Action under this contract means posting.

If the complaint is rejected, the Service Provider shall inform the User of the reasons for the rejection.

8.2. Other enforcement options
In the event that any consumer dispute between the Service Provider and the User is not resolved in the course of negotiations with the Service Provider, the following enforcement options are available to the User:

File a complaint with the consumer protection authority,
Initiate proceedings before a conciliation body
Initiate court proceedings.

9.1. GTC, modification of prices
The Service Provider may modify these GTC, the prices of the products sold on the website and other prices indicated on the website at any time with non-retroactive effect, the modification shall take effect after publication on the website and shall apply only to transactions after the date of entry into force.

Products in our store are subject to 0% VAT.

9.2.
Purchasing on the Website implies the User's knowledge and acceptance of the possibilities and limitations of the Internet, in particular with regard to technical performance and errors that may occur. The Service Provider shall not be held liable in the event of any malfunction of the Internet network which prevents the Website from functioning and the purchase.

9.3. Privacy Policy
In this Policy, we set out the principles that govern our policies and practices regarding the protection of personal data, the purposes for which we use such data and how we use such data, and how we ensure the preservation and protection of personal data.
In developing this Policy, we have taken into account applicable laws and major international recommendations, in particular the following:
- Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information;
- Act VI of 1998 on the Protection of Individuals with regard to Automatic Processing of Personal Data;
- Act C of 2003 on electronic communications (Act C of 2003 on electronic communications)
- Government Decree No 226/2003 (XII. 13.) on the special conditions of data management by electronic communications service providers, data security of electronic communications services, and rules on identification and call forwarding
- Act CVIII of 2001 on Electronic Commerce;

If any of our visitors feel that they have any questions or concerns beyond those set out in this Policy, or if they have any comments that are not, or not fully, clear or need clarification under this Policy, please contact our Privacy Officer at borfetisugyfelszolgalat@gmail.com

Personal data may be processed if

a) the data subject consents; or
(b) it is required by law or by an ordinance of a local authority, pursuant to a law, within the scope and authority specified therein. A law may order the disclosure of personal data in the public interest, by expressly indicating the scope of the data. In all other cases, disclosure shall require the consent of the data subject, or, in the case of special categories of data, his or her written consent. In case of doubt, it shall be presumed that the data subject has not given his or her consent. The consent of the data subject shall be deemed to have been given in respect of the data communicated by him or her in the course of his or her public activities or transmitted by him or her for the purpose of disclosure.

The provisions on data processing and the protection of visitors' personal data apply only to natural persons, given that personal data can also be understood only in relation to natural persons (pursuant to Article 2, point 1 of Act LXIII of 1992 on the protection of personal data and the disclosure of data of public interest), and therefore this Statement is binding only on natural persons in relation to the processing of their personal data.

- Personal data may be processed only for specified purposes, for the exercise of rights and the performance of obligations.
- At all stages of processing, the processing must comply with its purpose.
- Only personal data that is necessary for the purpose of the processing and is suitable for the achievement of that purpose may be processed.
- Processing must be carried out only to the extent and for the duration necessary to achieve the purpose.

- In the absence of a legal requirement, personal data may only be processed with the consent of the visitor.
- The nature of the data provision, whether voluntary or obligatory, must be made known prior to the collection of the data. In the case of compulsory data provision, the legal provision imposing the processing must be indicated.
- The data must be used only for the purposes for which they are collected.
- The purpose of the processing should be clearly disclosed, together with the purpose of the processing and the persons who will process the data.

- The storage of data must be carried out in a secure manner and for a period proportionate to the purpose of the processing and necessary for the purpose of the processing.
The controller shall ensure the security of the data and shall take the technical and organisational measures and establish the procedural rules necessary to enforce the relevant legal provisions.
- In particular, the data must be protected against unauthorised access, alteration, disclosure or deletion, damage or destruction.
- Visitors may request information and check the content of their data at any time during the data management process, and may request their correction, modification, alteration or deletion at any time.

- The visitor may modify or withdraw his consent to data processing at any time.
- Data processing is usually carried out by automated means.
- Once the purpose of the processing is fulfilled, the data must be deleted in accordance with the legal requirements.
- Data may be transferred and the different processing operations may be combined if the visitor has given his consent or if the law so permits and if the conditions for processing are fulfilled for each individual personal data.
Before carrying out the processing, the service provider must provide clear and comprehensible information, taking into account the legal requirements, on the method and purpose of the data collection and, where the data are provided voluntarily, on the indication of their voluntary nature.

By personally identifiable data and information we mean personal data relating to natural persons that can be used to identify someone personally, to contact someone for communication or to determine someone's physical location - including, but not limited to, name, home address, postal address, telephone number, fax number, email address, bank account number, social security number, tax identification number, credit card information, customer profiles, biometric identifiers.

Anonymous information that is collected in a way that excludes personal identifiability and cannot be linked to a natural person is not personal data, nor is demographic data collected in a way that does not link it to the personal data of identifiable persons and thus cannot be linked to a natural person.
Personal data provided by a third party - on the basis of the necessary consent - means data and information that can be used for personal identification, which relate to the person using the service, i.e. the visitor, but which are collected and provided by the service provider with the involvement of a third party, in compliance with the legal requirements.

As a general principle, in all cases where we ask our visitors for personal information, we will leave it to them to decide whether to provide the information requested after reading and understanding the required information. However, it should be noted that if someone does not provide personal information, they may sometimes not be able to use the service that requires them to provide personal information.

Online Wallet

Coupons credited to the Online Wallet can only be used by the Customer after the order has been completed, and only on subsequent purchases, as a discount received afterwards. The Customer can only redeem a coupon worth HUF 500 per HUF 10,000 on the next purchase by logging in with his/her previous account details (e-mail address, secret code).

The coupons do not expire, do not lose their value and can be used for an unlimited period of time with our partners. The current contact details of our partners can be found at https://www.onlinepenztarca.hu.

Conditions for redemption:

The coupon can be used regardless of the value limit (for orders over HUF 10,000).

The coupon cannot be exchanged for cash.

The coupon cannot be combined with any other discount or special price.

The Customer must indicate his/her intention to redeem the coupon when placing the order, otherwise the coupon will not be accepted.

In case of exchange of equipment, the onlineWallet payment will only be accepted for the difference.

By submitting an order, the customer agrees that if it is not found in the onlineWallet system, it will be automatically transferred to the onlineWallet database in order to improve the quality of the service. By making a purchase, the customer agrees to the onlineWallet sending an activation email to the email address provided for the purchase.

In the case of a withdrawal, the following data will be transferred to the onlinePayment:

- Email address

- Last name

- First name

- Postal code

- In the case of a possible withdrawal, the amount of the onlineWallet corresponding to the campaign of the onlineWallet that issued the withdrawal.

- Order ID

Payment from the onlineWallet is only possible for a user who is an active member of the onlineWallet. In this case, the email address, the amount paid and the order ID, FirstName, will be added to the onlineWallet.

10. DATE OF ENTRY INTO FORCE OF THE GENERAL TERMS AND CONDITIONS

10. Effective date of these General Terms and Conditions: 01.02.2023.

GOVERNMENT DECREE 45/2014 (26.II.)

Government Decree No 45/2014 (26.II.) on the detailed rules of contracts between consumers and businesses

The Government, acting in accordance with the powers conferred on it by Article 66(1)(d) of Act CLXXVII of 2013 on the Transitional and Enabling Provisions in Connection with the Entry into Force of Act V of 2013 on the Civil Code, acting in its capacity as defined in Article 15(1) of the Fundamental Law, hereby decrees the following:

CHAPTER I
GENERAL PROVISIONS

1. Scope

Article 1 (1) The provisions of this Regulation shall apply to contracts concluded between a consumer and an undertaking (hereinafter referred to as "consumer contracts").

(2) This Regulation lays down certain rules on information and performance of consumer contracts, as well as detailed rules on the conclusion of the contract and the right of withdrawal and termination in the case of distance and off-premises contracts.

(3) This Regulation shall apply unless otherwise provided for in an act of general application of the European Union or in a law transposing a legally binding act of the European Union.

(4) This Regulation may be derogated from by agreement between the parties for the benefit of the consumer.

§ 2 The Regulation shall not apply to:

a) social services under the Act on Social Administration and Social Benefits;

b) basic child welfare services and specialised child welfare services under the Act on the Protection of Children and Guardianship Administration;

c) a contract for health care under the Health Care Act;

d) a contract relating to gambling under the Act on the Organisation of Gambling;

e) a contract relating to financial services;

(f) a contract for the acquisition or transfer of ownership of immovable property, except for contracts for real estate brokerage under the Act on Certain Rules for the Lease and Disposal of Dwellings and Premises and for real estate property valuation and brokerage;

(g) a construction contract for the construction of a new building or for the substantial alteration of an existing building, part of a building, a single use or a room;

(h) a contract for the letting of a residential building for residential purposes, with the exception of contracts for the activity of real estate agency under the Act on certain rules on the letting and disposal of dwellings and premises and contracts for the activity of real estate valuation and agency;

i) * contracts for travel services, in particular contracts for travel packages and travel service packages, unless otherwise provided for in Government Decree 472/2017 (XII. 28.) on travel service contracts;

j) a contract covered by the Government Decree on timeshare contracts, long-term holiday product contracts and long-term accommodation services;

(k) a contract notarised by a notary public;

(l) a contract for the frequent and regular supply of foodstuffs and other products for everyday consumption to the consumer's place of residence, stay or work;

(m) a contract concluded by means of a vending machine or automated shop;

(n) a contract concluded with an electronic communications service provider for the use of a public telephone exchange for the purpose of using it or for the one-off use of a telephone, Internet or fax connection.

§ 3 * Only § 7 and § 15(1) and (2) shall apply to contracts relating to passenger transport services under the Passenger Transport Services Act and to passenger transport by air under the Air Transport Act and to passenger transport by water under the Act on the Conditions of Carriage of Passengers by Water.

2. Interpretative provisions

Article 4 For the purposes of this Regulation:

1. digital data content: data produced or provided in digital form;

2. consumer: consumer as defined in the Civil Code;

3. ancillary contract: a consumer contract for the sale of other goods or the provision of other services related to a distance or off-premises contract, provided by the undertaking or by a third party on the basis of an agreement with the undertaking;

4. major alteration: any of the following building activities carried out for the purpose of extending, demolishing or converting an existing building, part of a building, a single use or a room

(a) a construction activity subject to a procedure by a building authority, a building control authority or a heritage protection authority in accordance with specific legislation;

(b) in the case of a construction activity not covered by point (a), an activity involving the retrofitting of thermal insulation to all building facades, the replacement of all façade glazing, the colouring of all façade surfaces and the alteration of the design of an entire façade surface; or

(c) construction work involving a change of layout affecting at least 50% of the building in the construction activity not covered by point (a);

5 * Warranty: according to the Civil Code,

(a) a guarantee for the performance of the contract which the undertaking voluntarily assumes for the proper performance of the contract, in addition to its statutory obligation or in the absence thereof, and

(b) a statutory guarantee which is compulsory;

6. public auction: a method of sale whereby an undertaking makes an offer to conclude a contract by means of a transparent, competitive bidding procedure conducted by the auctioneer to consumers who attend the auction in person or are given the opportunity to do so, and where the successful bidder undertakes to conclude the contract as set out in the offer. The use of an internet auction website made available to consumers and businesses for the purpose of an auction shall not be considered as a public auction;

7. financial service: the activity of entities or persons supervised by the Magyar Nemzeti Bank acting in its capacity as the supervisory authority of the financial intermediary system;

8. * service contract: any contract other than a sales contract under which the undertaking provides or undertakes to provide a service to the consumer and the consumer pays or undertakes to pay the price for the service;

durable medium: a device which enables the recipient to store data addressed to him permanently for a period of time adequate for the purpose for which the data were intended and to display the stored data in an unchanged form and content. Such media include in particular paper, USB key, CD-ROM, DVD, memory card, computer hard disk and electronic mail;

10) 'distance contract' means a consumer contract concluded without the simultaneous physical presence of the parties in the context of a distance sales system organised for the supply of the goods or services covered by the contract, where the parties use a means of distance communication for the conclusion of the contract;

CHAPTER 1
GENERAL PROVISIONS
1. Scope
Article 1 (1) The provisions of this Regulation shall apply to contracts concluded between a consumer and an undertaking (hereinafter referred to as "consumer contracts").

(2) This Regulation lays down certain rules on information and performance of consumer contracts, as well as detailed rules on the conclusion of the contract and the right of withdrawal and termination in the case of distance and off-premises contracts.

(3) This Regulation shall apply unless otherwise provided for in an act of general application of the European Union or in a law transposing a legally binding act of the European Union.

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c) a contract for health care under the Health Care Act;

d) a contract relating to gambling under the Act on the Organisation of Gambling;

e) a contract relating to financial services;

(f) a contract for the acquisition or transfer of ownership of immovable property, except for contracts for real estate brokerage under the Act on Certain Rules for the Lease and Disposal of Dwellings and Premises and for real estate property valuation and brokerage;

(g) a works contract for the construction of a new building or for the substantial alteration of an existing building, part of a building, a single use or a room;

(h) a contract for the letting of a residential building for residential purposes, except for contracts for the activity of real estate agency under the Act on certain rules for the letting and disposal of dwellings and premises and for the activity of real estate valuation and agency;

i) * contracts for travel services, in particular contracts for travel packages, unless otherwise provided for in Government Decree 472/2017 (XII. 28.) on contracts for travel services, in particular contracts for travel packages and contracts for travel service packages;

j) a contract covered by the Government Decree on timeshare contracts, long-term holiday product contracts and long-term accommodation services;

(k) a contract notarised by a notary public

(l) a contract for the frequent and regular supply of foodstuffs and other products for everyday consumption to the consumer's place of residence, stay or work;

(m) a contract concluded by means of a vending machine or automated shop;

(n) a contract concluded with an electronic communications service provider for the use of a public telephone exchange for the purpose of using it or for the one-off use of a telephone, Internet or fax connection.

§ 3 * Only § 7 and § 15(1) and (2) shall apply to contracts relating to passenger transport services under the Passenger Transport Services Act and to passenger transport by air under the Air Transport Act and to passenger transport by water under the Act on the Conditions of Carriage of Passengers by Water.

2. Interpretative provisions
Article 4 For the purposes of this Regulation:

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3. ancillary contract: a consumer contract for the sale of other goods or the provision of other services related to a distance or off-premises contract, provided by the undertaking or by a third party on the basis of an agreement with the undertaking;

4. substantial alteration: any of the following building activities carried out for the purpose of extending, demolishing or converting an existing building, part of a building, a single use or a room

(a) a construction activity subject to a procedure by a building authority, a building control authority or a heritage protection authority in accordance with specific legislation;

(b) in the case of a construction activity not covered by point (a), an activity involving the retrofitting of thermal insulation to all building facades, the replacement of all façade glazing, the colouring of all façade surfaces and the alteration of the design of an entire façade surface; or

(c) a construction activity involving a change in the layout of at least 50% of the building in a building activity not covered by point (a);

5. * Warranty: according to the Civil Code,

(a) a guarantee for the performance of the contract which the undertaking voluntarily assumes for the proper performance of the contract, in addition to its statutory obligation or in the absence thereof, and

(b) a statutory guarantee which is compulsory;

6. public auction: a method of sale whereby an undertaking makes an offer to conclude a contract by means of a transparent, competitive bidding procedure conducted by an auctioneer to consumers who attend the auction in person or are given the opportunity to do so, and where the successful bidder undertakes to conclude the contract in accordance with the terms of the offer. The use of an Internet auction website made available to consumers and businesses for the purpose of an auction shall not be considered as a public auction;

7. financial service: the activity of entities or persons supervised by the Magyar Nemzeti Bank acting in its capacity as the supervisory authority of the financial intermediary system;

8. * service contract: any contract other than a sales contract under which the undertaking provides or undertakes to provide a service to the consumer and the consumer pays or undertakes to pay the price for the service;

durable medium: a device which enables the recipient to store data addressed to him permanently for a period of time adequate for the purpose for which the data were intended and to display the stored data in an unchanged form and content. Such media include in particular paper, USB key, CD-ROM, DVD, memory card, computer hard disk and electronic mail;

10) 'distance contract' means a consumer contract concluded without the simultaneous physical presence of the parties in the context of a distance sales system organised for the supply of the goods or services covered by the contract, where the parties use a means of distance communication for the conclusion of the contract;

11. means for communication in absentia: a device capable of making a contractual statement in the absence of the parties for the purpose of concluding a contract. Such means include, in particular, addressed or unaddressed printed matter, standard letters, advertisements with order forms published in the press, catalogues, telephones, faxes and Internet access devices;

12. goods: movable tangible property, other than goods sold under enforcement proceedings or other official measures; water, gas and electricity put up in containers, cylinders or otherwise in limited quantities or of a specified capacity shall be regarded as goods;

13. business premises:

(a) any property where the business carries on its activities on a permanent basis;

(b) any movable property where the undertaking normally carries on its business;

14. off-premises contract: a consumer contract,

(a) concluded with the simultaneous physical presence of the parties to the contract at a place other than the business premises of the undertaking;

(b) for which the consumer has made an offer to the trader in the circumstances set out in point (a);

(c) which was concluded on the business premises of the undertaking or by means of a means of distance communication immediately after the undertaking, with the simultaneous physical presence of the parties, has made personal and individual contact with the consumer at a place other than the business premises of the undertaking; or

(d) concluded during a journey organised by the undertaking for the purpose of selling or promoting the goods or services to the consumer;

15. undertaking: undertaking as defined in the Civil Code.

§ 5 For the purposes of this Regulation

(a) * A contract for the sale of goods shall also be deemed to be a contract for the supply of services for consideration under which the undertaking is also obliged to transfer ownership of the goods;

(b) sales at fairs, markets and public places shall not be regarded as off-premises contracts.

CHAPTER II
COMMON RULES FOR CONSUMER CONTRACTS
3. Rules on post-contractual telephone contact and payment instrument charges
Article 6 * Where the undertaking provides telephone services for post-contractual relations, the undertaking shall ensure that the consumer who contacts it does not incur any additional charge for the call over and above the charge set by the electronic communications service provider for the calling party in the subscription contract. Telephone customer services shall not be operated on a premium rate basis. This provision shall not affect the right of the electronic communications service provider to charge for calls.

Article 7 (1) An undertaking may not charge a fee for the use of a given payment method in excess of the costs it incurs in connection with the payment method.

(2) Paragraph (1) shall be without prejudice to any legal provisions prohibiting the charging of a fee or other payment obligation for the use of a particular payment method.

4. Unsolicited sales
Section 8 (1) An undertaking may not demand consideration from the consumer if it sells a product or provides a service for which no contract has been concluded.

(2) Even in the absence of a declaration by the consumer, the - implied - acceptance of the offer of the business shall not be presumed.

4/A. * Payment of additional amounts
Article 8/A * In particular, a contractual term entitling the trader to claim additional sums of money over and above the consideration due for the performance of the main obligation under the contract shall not be regarded as expressly accepted by the consumer if the trader uses a default option (pre-filled field) which the consumer would have to reject in order to avoid paying the additional sum. In this case, the trader is obliged to refund the amount paid to the consumer.

4/B. * Rules applicable to consumer sales
Section 8/B * (1) If the time of performance of a consumer sales contract is essential having regard to all the circumstances connected with the conclusion of the contract, or if the consumer has informed the trader of its essential nature before the conclusion of the contract, the contract shall be regarded as having been intended to be performed at the time of performance specified and not at any other time, and the consumer shall be entitled to withdraw from it without notice.

(2) If the consumer has the right to withdraw from the contract without notice and exercises his right of withdrawal, the trader shall reimburse the total amount paid by the consumer as consideration, including the costs incurred in connection with the performance, without delay and at the latest within fourteen days of becoming aware of the withdrawal.

CHAPTER III
RULES APPLICABLE TO CONTRACTS OTHER THAN OFF-PREMISES CONTRACTS AND CONTRACTS CONCLUDED IN THE ABSENCE OF THE PERSON CONCERNED
5. Pre-contractual information
Article 9 (1) In the case of an off-premises and distance contract, the business must, before the consumer makes his contractual statement, inform the consumer in a clear and comprehensible manner of

a) the essential characteristics of the goods or services covered by the contract, to the extent appropriate to the medium and the goods or services;

(b) the name of the trader, the postal address of the trader's registered office and, if available, his telephone number and electronic mail address;

(c) the total amount of the consideration due for the goods or services under the contract, plus tax, or, where the nature of the goods or services does not allow the consideration to be reasonably calculated in advance, the method of calculating it, and any additional costs (in particular freight and postage) or, where such costs cannot be reasonably calculated in advance, the fact that additional costs may be incurred;

(d) the conditions of performance, in particular payment, carriage and time for performance, and the undertaking's complaints handling;

(e) the existence of legal obligations concerning the warranty of goods, the product guarantee, the existence and conditions of after-sales services and the guarantee;

(f) the duration of the contract in the case of a fixed-term contract and the conditions for termination of the contract in the case of a contract for an indefinite period;

(g) in the case of a contract for a fixed term which may be converted into a contract for an indefinite term, the conditions of conversion and the conditions for termination of the contract so converted into a contract for an indefinite term;

(h) the operation of the digital content and the technical protection measure to be applied;

(i) the interoperability of the digital content with any relevant hardware and software, to the extent that the undertaking is reasonably expected to have knowledge thereof;

(j) the possibility of recourse to a conciliation body, the name and postal address of the competent conciliation body in the place where the undertaking is established.

(2) The undertaking shall not be required to provide the information referred to in paragraph (1) in respect of information which is obvious in the circumstances.

(3) The information referred to in paragraph (1)(e) shall be provided by the undertaking using the terms 'implied warranty', 'product warranty' and 'guarantee' in a precise and appropriate manner, in such a way that the difference between the meanings of those terms is clear and unambiguous to the consumer. This information may also be provided by means of the model information document set out in Annex 3.

Article 10 Article 9 shall not apply to a minor contract for the supply of the normal necessities of everyday life which is performed at the time of the conclusion of the contract.

CHAPTER IV
SPECIAL RULES FOR OFF-PREMISES AND DISTANCE CONTRACTS
6. Pre-contractual information
Article 11 (1) Before concluding an off-premises contract and a distance contract, the undertaking shall inform the consumer in a clear and comprehensible manner of

a) the essential characteristics of the contract goods or services, to the extent appropriate to the medium and the goods or services;

(b) the name of the undertaking;

(c) the postal address of the registered office of the undertaking and, if it has one, its telephone number, fax number and electronic mail address, as well as the name and postal address of the undertaking on whose behalf it is acting;

(d) the postal address of the place of business of the undertaking and the postal address of the undertaking on whose behalf it is acting to which the consumer may address complaints, if this address is different from the address provided under point (c);

(e) the total amount of the consideration for the goods or services under the contract plus tax or, where the nature of the goods or services does not allow the consideration to be reasonably calculated in advance, the method of calculating it, and any additional costs (in particular freight or postage) or, where these costs cannot be reasonably calculated in advance, the fact that additional costs may be incurred;

(f) in the case of a contract of indefinite duration or a contract including a subscription, that the total amount of the consideration includes all the costs relating to the billing period. Where such a contract is a flat-rate contract, that the total amount of consideration is the total monthly cost. If it is not possible to calculate all the costs in advance, the consumer shall be informed of the method of calculating the amount of the consideration;

(g) * the charge for the use of a means of distance communication used for the conclusion of the contract, if the consumer incurs a charge in addition to the one set by the electronic communications service provider for the calling party in the subscription contract or if the telephone call or message is made using a premium rate service;

(h) the conditions of performance, in particular payment, carriage and time limits for performance, and the undertaking's complaints handling procedures;

(i) the time limits and other conditions for exercising the right under Article 20 (in particular Article 22) and the model declaration in accordance with Annex 2;

(j) that the cost of returning the product in the event of exercise of the right under Article 20 shall be borne by the consumer if the business has not undertaken to bear this cost and, in the case of a distance contract, the product cannot be returned by post;

(k) that the consumer must reimburse the reasonable costs incurred by the business in accordance with Article 26 if he exercises his right of withdrawal under Article 20 after the performance has begun in the case of Article 13 or Article 19;

(l) if the consumer is not entitled to the right under section 20 under section 29 or of the circumstances in which the consumer loses the right under section 20;

(m) the legal obligations concerning the warranty of accessories and the product warranty;

(n) the existence and conditions of after-sales services and other after-sales services and guarantees;

(o) whether a code of conduct is available under the Unfair Commercial Practices Act and how to request a copy of the code of conduct;

(p) * where applicable, the duration of the contract and, if the contract is for an indefinite period or if the contract is extended for a fixed period or becomes indefinite after the expiry of the fixed period, the conditions for terminating the contract;

q) *

(r) the shortest duration of the consumer's obligations under the contract;

(s) the provision of a deposit or other financial guarantee to be paid or provided by the consumer at the request of the undertaking and the conditions under which it is to be provided;

(t) the functioning of the digital content and the technical protection measures to be applied;

(u) the interoperability of the digital content with hardware and software to the extent that the business can reasonably be expected to be aware of it;

(v) the availability of, and access to, an out-of-court complaint handling and dispute resolution mechanism that is required by law or the undertaking's decision;

(w) the possibility of recourse to a conciliation body, the name and postal address of the competent conciliation body in the place where the undertaking is established.

(2) If the undertaking has not complied with the information requirements for all additional costs set out in points (e) and (f) of paragraph 1 or the costs set out in point (j) of paragraph 1, the consumer shall not be obliged to pay those costs.

(3) In the case of a public auction, instead of the particulars of the undertaking specified in points (b), (c) and (d) of paragraph 1, the same particulars of the auctioning undertaking may be provided.

(4) The information referred to in points (i), (j) and (k) of paragraph 1 may be provided by completing the model information form set out in Annex 1 as appropriate.

(5) An undertaking shall provide the information referred to in paragraph (1)(m) and the information referred to in paragraph (1)(n) concerning the warranty in a clear and appropriate use of the terms 'implied warranty', 'product warranty' and 'warranty' in such a way that the difference between the meanings of those terms is clear and unambiguous to the consumer. This information may be provided by means of the model information document set out in Annex 3.

(6) The information referred to in paragraph (1) shall form part of the contract and may not be modified unless the contracting parties expressly agree otherwise.

(7) The burden of proving that the obligation to provide the information specified in this section has been fulfilled shall be on the undertaking.

7. Formal requirements for the conclusion of an off-premises contract
Section 12 (1) In the case of an off-premises contract, the undertaking shall provide the information required under Section 11 (1) to the consumer on paper or, with the consumer's consent, on another durable medium. Information provided on a durable medium shall be provided to the consumer in a legible form and in clear and plain language.

(2) After the conclusion of the contract, the trader shall provide the consumer with a copy of the signed contract or confirm the conclusion of the contract on paper or, if the consumer agrees, on another durable medium. The acknowledgement shall include the consumer's declaration made in accordance with point (m) of Article 29(1).

(3) In the case of an off-premises contract where the consumer has expressly requested the repair or maintenance services of the business and the parties to the contract immediately perform their contractual obligations, provided that the amount payable by the consumer does not exceed two hundred euros in forints at the official mid-market exchange rate of the Magyar Nemzeti Bank on the day of the provision of the information

(a) the undertaking communicates to the consumer on paper or, with the consumer's consent, on another durable medium the information provided for in points (b) and (c) of paragraph (1) of Article 11, as well as the total amount of the consideration or the method of calculating it, together with an estimate of the total amount;

(b) the undertaking communicates to the consumer the information provided for in points (a), (i) and (l) of Article 11(1), but is not obliged to provide it on paper or on another durable medium on the basis of the consumer's express consent; and

(c) the confirmation of the conclusion of the contract contains the information provided for in Article 11(1).

13 The consumer shall be obliged to communicate expressly to the trader on a durable medium his request that the trader commence performance of the contract for the provision of services before the expiry of the time limit referred to in Article 20(2).

8. Formal requirements for the conclusion of a contract between absent persons
Section 14 In the case of a distance contract, the undertaking shall communicate the information required under Section 11 (1) to the consumer in clear and plain language or make it available to the consumer by means of a means of distance communication appropriate to the distance contract used. The information provided on a durable medium shall be legible.

Article 15 (1) * Where a distance contract concluded by electronic means imposes a payment obligation on the consumer, the undertaking shall draw the consumer's attention, in a clear and prominent manner and immediately before the consumer makes his contractual statement, to the information specified in points (a), (e), (f), (p) and (r) of Article 11(1).

(2) In the case specified in paragraph (1), the trader shall ensure that the consumer expressly acknowledges, when making his contractual statement, that his statement entails an obligation to pay. Where the making of the declaration involves the activation of a button or a similar function, the button or similar function shall be clearly and legibly marked with an order with payment obligation or an equivalent clearly worded indication that the making of the contractual declaration entails a payment obligation for the benefit of the undertaking. If the undertaking has not complied with the obligation laid down in this paragraph, the contract shall be null and void. The nullity may be invoked only in the interest of the consumer.

(3) An undertaking with a commercial Internet site shall indicate clearly and legibly any restrictions on carriage and the accepted methods of payment at the latest when making the consumer's contractual offer.

§ 16 * If a contract is concluded using a means of distance communication on which there is limited space or time for displaying information, the undertaking shall, before concluding such a contract, communicate at least the information required under points a), b), e), f), i) and p) of paragraph (1) of Article 11 by means of the means of distance communication used. The additional information specified in Article 11(1) shall be provided by the undertaking to the consumer in accordance with Article 14.

Section 17 If the undertaking initiates the conclusion of a distance contract by telephone, it shall inform the consumer, at the beginning of the telephone call, of the name of the undertaking or the name of the undertaking on whose behalf it is calling and of the fact that the telephone call is intended to conclude a contract. This Article shall not affect the obligation of the undertaking under Article 16.

Article 18 After the conclusion of a distance contract, the undertaking shall, within a reasonable period of time, but in the case of a contract for the sale of goods at the latest at the time of delivery and in the case of a contract for the provision of services at the latest at the time when the performance of the service begins, provide the consumer with confirmation of the conclusion of the contract on a durable medium. The confirmation shall include

(a) the information specified in Article 11(1), unless the business has already provided it to the consumer on a durable medium before the conclusion of the contract; and

(b) where the consumer has made a declaration under point (m) of Article 29, the confirmation to that effect.

Article 19 The consumer shall expressly inform the trader of his request that the trader commence performance of the contract for

the provision of services before the expiry of the time limit referred to in Article 20(2).

9. The consumer's right of withdrawal and termination
Section 20 (1) In the case of off-premises contracts concluded between absentee traders, the consumer shall have the right of withdrawal without giving any reason within the period specified in paragraph (2). In the case of an off-premises and distance contract for the provision of a service, if performance begins after a declaration has been made in accordance with Section 13 or Section 19, the consumer has the right to terminate the contract without giving a reason within the period specified in paragraph (2).

(2) The consumer shall exercise his right of withdrawal or termination under paragraph 1

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

(aa) of the product,

(ab) in the case of a contract for the sale of several products, where the supply of each product takes place at different times, to the last product supplied,

(ac) in the case of several lots or items of goods, to the last lot or item supplied,

(ad) where the product is to be supplied regularly within a specified period, the first supply,

on the date of receipt by the consumer or a third party other than the carrier and indicated by the consumer;

(b) in the case of a contract for the provision of a service, from the date of conclusion of the contract

fourteen days from the date of the conclusion of the contract for the provision of a service.

(3) Paragraph (2)(a) shall not affect the consumer's right to exercise his right of withdrawal under this section during the period between the date of conclusion of the contract and the date of receipt of the goods.

(4) * If the consumer has made an offer to conclude the contract, the consumer shall have the right to withdraw the offer before the conclusion of the contract, which shall terminate the obligation to make an offer to conclude the contract.

10. Legal consequences of failure to inform the consumer of his right of withdrawal or termination
Section 21 (1) If the undertaking has not complied with its obligation to provide information as set out in Section 11 (1) (i), the withdrawal period set out in Section 20 (2) shall be extended by twelve months.

(2) If the undertaking has provided the consumer with the information specified in paragraph (1) within twelve months of the expiry of the period specified in Article 20(2), the period for withdrawal or termination shall expire on the fourteenth day following the communication of that information.

11. Exercise of the consumer's right of withdrawal or termination
Article 22 (1) The consumer may exercise the right provided for in Article 20

a) by using the model declaration in Annex 2; or

(b) by means of an express declaration to that effect

(b) by means of a simple declaration.

(2) An undertaking may also provide the consumer with the right provided for in paragraph (1) on its Internet website. In this case, the undertaking shall acknowledge receipt of the consumer's statement on a durable medium without delay.

(3) The right set out in Section 20 shall be deemed to have been exercised in due time if the consumer sends his declaration before the expiry of the time limit set out in Section 20(2) or Section 21.

(4) The burden of proving that the consumer has exercised the right set out in Section 20 in accordance with this Section shall lie with the consumer.

12. Obligations of the business in the event of withdrawal or termination by the consumer
Article 23 (1) If the consumer withdraws from an off-premises or distance contract concluded in accordance with Article 22, the undertaking shall reimburse the total amount paid by the consumer as consideration, including the costs incurred in connection with the performance, without undue delay, but no later than fourteen days after becoming aware of the withdrawal.

(2) In the event of withdrawal or termination in accordance with Article 22, the undertaking shall reimburse the amount refunded to the consumer in the same way as the consumer used to make the payment. Subject to the express consent of the consumer, the undertaking may use another method of payment for the refund, but the consumer may not be charged any additional fee as a result.

(3) If the consumer expressly opts for a mode of transport other than the least costly usual mode of transport, the undertaking is not obliged to reimburse the additional costs resulting therefrom.

(4) In the case of a contract for the sale of goods, the undertaking may retain the amount specified in paragraph 1 until the consumer has returned the goods or has proved beyond reasonable doubt that he has returned them, whichever is the earlier. The trader shall not have the right of retention if he has undertaken to return the goods himself.

13. Consumer's obligations in the event of withdrawal or termination
Section 24 (1) If the consumer withdraws from an off-premises or distance contract in accordance with Section 22, he must return the goods or hand them over to the trader or to a person authorised by the trader to take delivery of the goods without delay, but no later than fourteen days after the withdrawal has been communicated, unless the trader has undertaken to return the goods himself. The return shall be deemed to have been effected in time if the consumer sends the goods before the expiry of the time limit.

(2) The consumer bears only the direct cost of returning the goods, unless the undertaking has undertaken to bear that cost.

(3) If the goods have been delivered to the consumer at the same time as the off-premises contract is concluded, the business shall return the goods at its own expense if, by their nature, they cannot be returned by post.

Article 25 The consumer is liable only for depreciation resulting from use beyond the use necessary to establish the nature, properties and functioning of the goods. The consumer shall not be liable for depreciation if the business has failed to comply with its obligation to provide the information provided for in point (i) of Article 11(1).

Article 26 (1) * If, in the case referred to in Article 13 or Article 19, the consumer terminates the off-premises or distance contract after the performance has begun, he shall pay the undertaking a sum proportionate to the services provided up to the time of notification of the termination to the undertaking. The amount to be paid by the consumer on a pro rata basis shall be determined on the basis of the total amount of the consideration laid down in the contract plus tax. If the consumer proves that the total amount so determined is excessive, the pro rata amount shall be calculated on the basis of the market value of the services provided up to the date of termination of the contract.

(2) For the purposes of this Section, the market value shall be determined by taking into account the consideration of the value of the same service provided by undertakings performing the same activity at the time of the conclusion of the contract.

Article 27 The consumer shall not bear the following costs when exercising his right under Article 20:

(a) the full or partial cost of the performance of the contract for the provision of services, if

aa) the undertaking has failed to comply with the information obligation provided for in points (i) or (k) of Article 11(1), or

ab) the consumer has not requested the commencement of the performance of the service in accordance with Articles 13 and 19 before the expiry of the time limit laid down in Article 20(2);

b) the full or partial cost of the provision of digital content on a non-tangible medium, if

(ba) the consumer has not given his express prior consent to the performance of the service before the expiry of the time limit set out in Article 20(2),

bb) the consumer has not, at the same time as giving his consent pursuant to point (ba), acknowledged that his consent would result in the loss of his rights under Section 20, or

(bc) the undertaking has failed to provide the confirmation required under Article 12(2) or Article 18.

Article 28 The consumer shall not be subject to any additional costs or other obligations in connection with the exercise of his right under Article 20 other than those provided for in Article 23(3) and Articles 24 to 26.

14. Exceptions to the consumer's right of withdrawal and termination
Article 29 (1) The consumer may not exercise his right under Article 20

(a) in the case of a contract for the provision of a service, after the entire performance of the service, if the undertaking has begun performance with the consumer's express prior consent and the consumer has acknowledged that he will lose his right of withdrawal after the entire performance of the service;

b) in respect of a product or service whose price or charge is subject to fluctuations in the financial market which are beyond the control of the undertaking and which may occur during the period specified in Article 20(2);

c) in the case of a product which is not prefabricated and which has been produced on the instructions or at the express request of the consumer or a product which is clearly personalised for the consumer;

(d) in respect of a perishable product or a product whose quality is to be maintained for a short period;

(e) a product in a sealed package which, for health or hygiene reasons, cannot be returned after opening after delivery;

(f) in respect of a product which, by its nature, is inseparably mixed with other products after delivery;

(g) in respect of an alcoholic beverage the real value of which is dependent on market fluctuations beyond the control of the undertaking and the price of which was agreed between the parties at the time of conclusion of the contract of sale but the contract is not performed until 30 days after the date of conclusion;

(h) *, with the exception of paragraph 2, in the case of a contract for a service where the undertaking, at the express request of the consumer, visits the consumer in order to carry out urgent repair or maintenance work;

i) for the sale of a copy of a sound or video recording or computer software in sealed packaging, if the consumer has opened the packaging after delivery;

j) in respect of newspapers, periodicals and periodicals, with the exception of subscription contracts;

(k) contracts concluded at public auction;

(l) a contract for the provision of accommodation, transport, the hiring of a private car, catering or services related to leisure activities, other than for the provision of housing, where a deadline or period for performance has been fixed in the contract;

(m) in respect of digital content provided on a non-tangible medium, where the undertaking has commenced performance with the consumer's express prior consent and the consumer has, at the same time as giving that consent, declared that he acknowledges that he loses his right under Article 20 once performance has begun.

(2) In the case referred to in point (h) of paragraph (1), the right under Article 20 extends to services or products offered in addition to those expressly requested by the consumer and to replacement parts used to carry out the maintenance or repair.

15. Effect of withdrawal or termination on ancillary contracts
Section 30 (1) If an off-premises contract or a distance contract is accompanied by a ancillary contract, the exercise of the consumer's right under Section 20 shall also terminate or cancel the ancillary contract.

(2) The consumer shall not be liable to compensate the business for any loss suffered by the business as a result of the termination or cancellation of the ancillary contract, and no other costs may be claimed from the consumer in connection with the termination or cancellation of the contract, except in the cases provided for in Article 23(3) and Articles 24 to 26.

(3) The undertaking must notify the third party contracting party to the ancillary contract of the consumer's withdrawal or termination without delay.

CHAPTER V
PROCEDURE IN THE EVENT OF INFRINGEMENT OF THE INFORMATION AND FORMAL REQUIREMENTS FOR THE CONCLUSION OF THE CONTRACT AND OF THE RULES ON TELEPHONE CONTACT AFTER THE CONCLUSION OF THE CONTRACT
Article 31 (1) In the event of a breach of the provisions of Article 9, Article 11 (1), (3) to (5) and (7), Article 12 (1) and (3), Articles 14 to 17 and Article 18 (a), the authority specified in the Act on the Prohibition of Unfair Commercial Practices against Consumers shall act in accordance with the rules laid down therein.

(2) In the event of a breach of the provisions of Article 6, the consumer protection authority shall act in accordance with the rules laid down in the Consumer Protection Act.

(3) The provisions referred to in paragraphs (1) and (2) shall be consumer protection provisions for the purposes of the Consumer Protection Act.

CHAPTER VI
FINAL PROVISIONS
Article 32 This Regulation shall enter into force on 13 June 2014 and its provisions shall apply only to contracts concluded after its entry into force.

Article 33 This Regulation is intended to comply with Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council.

Article 33/A * Article 9(1)(e) and Article 11(1)(m), (n) are intended to comply with Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects of contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC and repealing Directive 1999/44/EC.

Article 34 * Paragraph 2(i) is intended to comply with Directive 2019/1977/EC on package travel, package holidays and package tours, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC.

Annex 1 to Government Decree No 45/2014 (II. 26.)
Model Withdrawal/Rescission Notice
Right of withdrawal/cancellation

You have the right to withdraw from this contract without giving any reason within 14 days. Likewise, in the case of a contract for the provision of a service, once performance of the contract has started, you have the right to terminate the contract without giving any reason within 14 days.

The withdrawal/cancellation period is (1....) .

If you wish to exercise your right of withdrawal/cancellation, you must send a clear statement of your intention to withdraw/cancel (for example, by post, fax or electronic mail) to (2...). You may also use the attached model withdrawal/cancellation form for this purpose. (3....)

You will have exercised your right of withdrawal/cancellation within the time limit if you send your withdrawal/cancellation before the expiry of the time limit indicated above.

Legal effects of withdrawal/cancellation

If you withdraw from this contract, we will reimburse you immediately, but no later than 14 days after receipt of your notice of withdrawal, for all the consideration you have paid, including the cost of carriage (excluding any additional costs incurred because you have chosen a mode of carriage other than the cheapest usual mode of carriage offered by us.) We will use the same method of payment as the original transaction unless you expressly agree to a different method of payment; you will not incur any additional costs as a result of using this method of reimbursement.

(5 ....)

(6 ....)

Instructions for filling in the model withdrawal/cancellation form:

(1.....) Insert one of the following texts in quotation marks:

(a) in the case of a contract for the provision of services: 'expires 14 days after the date of conclusion of the contract';

(b) in the case of a contract for the supply of goods: 'expires 14 days after the day on which you or a third party other than the carrier and indicated by you takes delivery of the goods';

(c) in the case of the supply of several products: 'expires 14 days after the date on which you or a third party other than the carrier and other than the carrier and other than the carrier indicated by you takes delivery of the last product.'

(2.....) Insert the name, postal address and, if available, telephone number, fax number and e-mail address of your company.

(3.....) If you allow the consumer to fill in and submit a withdrawal/cancellation form electronically on your website, insert the following text: "You can also fill in the model withdrawal/cancellation form or submit another form clearly indicating your intention to withdraw/cancel on our website [insert internet address]. If you choose to do so, we will promptly acknowledge receipt of your withdrawal/cancellation on a durable medium (e.g. by e-mail)."

(4.....) In the case of a contract for the sale of a product, if you have not offered to return the product in the event of withdrawal, insert the following text: "We may withhold the refund until we have received the product or you have provided proof that you have returned it: whichever is the earlier."

(5.....) If the consumer has received goods under the contract

a) insert the appropriate one of the following:

- "The goods are being returned by you.", or

- "You are obliged to return the goods to us or .... [insert the name and postal address of the person authorised by you to take delivery of the goods, if any] without undue delay and at the latest within 14 days of the date of your withdrawal. The time limit shall be deemed to have been observed if the product is sent before the expiry of the 14-day time limit.";

and

b) insert the appropriate:

ba) "We will bear the cost of returning the product", or

bb) "You bear the direct cost of returning the product", or

bc) In the case of a distance contract, if you do not offer to bear the cost of returning the product and the product cannot be sent by post due to its nature: 'The direct cost of returning the product, i.e.... [or, if the cost of returning the product cannot reasonably be calculated in advance, "The direct cost of returning the product is to be borne by you. The maximum estimated amount of these costs is... [insert amount]."; or

(bd) If, in the case of an off-premises contract, the goods have been delivered to the consumer's home at the time of conclusion of the contract and cannot, by their nature, be sent by post: "We will return the goods at our own expense.";

and

(c) insert the following: "You shall only be liable for depreciation of the product if it has been used beyond the use necessary to establish the nature, characteristics and functioning of the product."

(6.....) In the case of a contract for the provision of a service, insert the following text: "If you have requested that the service should begin within the period of notice, you shall, in the event of termination, reimburse us for the amount due for the service proportionately provided up to the date of termination of the contract. We will likewise refund any part of the consideration you have paid us in excess of the consideration for the service we have provided."

Annex 2 to Government Decree No 45/2014 (II. 26.)
Model withdrawal/cancellation declaration
(to be completed and returned only in case of withdrawal/cancellation of the contract)

Addressee: *

I/We declare that I/we exercise my/our right of withdrawal/cancellation in respect of the contract for the purchase of the following product(s) or the provision of the following service(s): *

Date of conclusion of contract / date of receipt: *

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s): (only in case of paper declaration)

Done at

Annex 3 to Government Decree No 45/2014 (II. 26.)
Model information leaflet on accessory warranty, product warranty and guarantee

1. Warranty of accessories

In which cases can you exercise your right to a warranty?

You can use the ... * defective performance, you can make a claim against the company under the rules of the Civil Code.

What rights do you have under a claim for a guarantee?

You may, at your option, make the following claims:

You can ask for repair or replacement, unless the claim you have chosen is impossible or would involve disproportionate additional costs for the company compared with other claims. If you did not or could not ask for the repair or replacement, you can ask for a proportionate reduction in the price or you can have the defect repaired or replaced at the expense of the undertaking or, as a last resort, you can withdraw from the contract.

You can also transfer your right to a different warranty, but you will have to bear the cost of the transfer, unless it was justified or the business gave a reason for it.

What is the time limit for you to claim your rights under the accessory warranty?

You must give notice of the defect as soon as it is discovered, but no later than two months after the defect is discovered. However, you should note that you cannot claim for a defect after the two-year limitation period from the date of performance of the contract. In the case of second-hand goods.... * , but not more than one year.

Who can you claim your rights against?

You can enforce your rights against the business.

What are the other conditions for enforcing your rights?

Within six months of the date of delivery, your right to claim under the guarantee is subject to the condition that you have provided proof that the product or service was delivered to you within the time limit set by .... *. However, after six months from the date of performance, you will have the burden of proving that the defect which you have discovered existed at the time of performance.

2. Product warranty

In which cases can you exercise your right to a product warranty?

In the event of a defect in a movable item (product), you may, at your option, exercise your right under point 1 or make a product warranty claim.

What rights do you have under your product warranty claim?

As a product warranty claim, you can only ask for the defective product to be repaired or replaced.

In which cases is the product defective?

A product is defective if it does not meet the quality requirements in force when it was placed on the market or if it does not have the characteristics described by the manufacturer.

What is the deadline for making a product warranty claim?

You have two years from the date on which the product was put on the market by the manufacturer to make a product warranty claim. After this period, you lose this right.

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

You can only enforce your product warranty against the manufacturer or distributor of the movable item. You must prove that the product is defective if you want to claim under a product warranty.

In what circumstances is the manufacturer (distributor) exempted from its product warranty obligations?

The manufacturer (distributor) is only exempted from its product warranty obligation if it can prove that:

- the product was not manufactured or put into circulation in the course of his business, or

- the defect was not detectable according to the state of science and technology at the time when the product was placed on the market, or

- the defect in the product is due to the application of a law or a compulsory standard laid down by a public authority.

The manufacturer (distributor) need only prove one ground for exemption.

Please note that you cannot claim both a warranty for accessories and a product warranty for the same defect at the same time. However, if your product warranty claim is successful, you may pursue your accessories warranty claim against the manufacturer for the replaced product or repaired part.

[If the undertaking is bound by a legal or contractual obligation to provide a guarantee, it is also necessary to include point 3 below:]

3. Good Standing

In what circumstances can you exercise your right to a warranty?

In case of defective performance of contract/ * ... * on the basis of ... *.

What are your rights under the guarantee and within what time limits? *

When is the company released from its guarantee obligation?

A company is only released from its guarantee obligation if it can prove that the cause of the defect arose after the performance of the service.

Please note that you may not make a warranty claim and a guarantee claim or a product warranty claim and a guarantee claim for the same defect at the same time, but you will have the rights under the guarantee irrespective of the rights set out in points 1 and 2.