

GENERAL TERMS AND CONDITIONS (GTC)

<https://fortea9store.com> - effective as of the following date: 2023-02-17

Preamble

Welcome to our website. Thank you for choosing us for your purchase. Your trust in us is much appreciated.

This [Webshop GTC](#) has been prepared with the generator of Fogyasztó Barát ÁSZF.

Should you have any questions regarding these General Terms and Conditions, the use of the website, specific products, the purchase process, or should you wish to discuss your individual needs with us, please contact our staff at the contact details provided below!

Imprint: Data of the Service Provider (Seller, Business)

Name: MAT International Kft.

Registered seat: 2746 Jászkarajenő, Csárdalapos 44. 304/23. hrsz.

Mailing address: 2746 Jászkarajenő, Csárdalapos 44. 304/23. hrsz.

Registering authority: Budapest Környéki Törvényszék

Company registration number: 13-09-194314

Tax number: 14831399-2-13

Represented by: Major Attila Gábor

Website: <https://fortea9store.com>

Data of the Hosting Service Provider

Name: Senso-Media Zrt.

Registered seat: 1116 Budapest, Kondorfa utca 10. Hungary

Contact details: , info@sensomediagroup.hu

Website: www.sensomedia.hu

Definitions

Product: any

- movable things, including water, gas, and electricity presented in containers, bottles or otherwise in limited quantities or with a specific volume, and
- movable things that include or are linked to digital content or digital services in such a way that the Product would not be able to be used for its intended purposes without the digital content or the digital services concerned (hereinafter: Product containing digital elements)

offered for sale on the website.

Product containing digital elements: movable things that include or are linked to digital content or digital services in such a way that the Product would not be suitable for its intended purposes without the digital content or the digital services concerned

Parties: the Seller and the Buyer jointly

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



Consumer contract: a contract where one of the parties qualifies as a consumer

Functionality: the ability of the Product containing digital elements, digital content, or a digital service to fulfil its intended purposes

Manufacturer: the producer of the Product or, in the case of imported Products, the importer who brings the Product into the territory of the European Union, or any other person who present themselves as manufacturer by indicating their name, trademark or other distinguishing mark on the Product

Interoperability: the ability of the Product containing digital elements, digital content, or a digital service to cooperate with hardware and software different from those which are normally used with the same type of Product, digital content, or digital services

Compatibility: the ability of the Product containing digital elements, digital content, or a digital service to cooperate, without the need for conversion, with hardware and software different from those which are normally used with the same type of Product, digital content, or digital services

Website: this website serving the purpose of concluding the contract

Contract: a sales contract concluded between the Seller and the Buyer by using the Website and electronic mail

Durable medium: any device that enables the consumer or the Business to store the data addressed to them personally, in a manner that makes the data accessible in the future, for a period appropriate with regard to the purpose of the data, and to display the stored data in an unchanged form

Device enabling distance communication: a device that is suitable for making a contract statement, for the purpose of concluding a contract, without the physical presence of the parties. In particular, such device is an addressed or unaddressed form, a standard letter, an advertisement published in a press product with an order form, a catalogue, phone, fax, or device providing internet access

Distance contract: a consumer contract that is concluded within the framework of a distance selling scheme organised for the provision of Products and services under the contract, without the simultaneous physical presence of the parties, in a manner where the contracting parties only use a device that enables distance communication for the purpose of concluding the contract

Business: a person acting within the scope of their profession, occupation, or business activity

Buyer/you: a person making a purchase offer, and entering into a contract via the Website

Guarantee: in the case of contracts concluded between the consumer and the Business (hereinafter: consumer contract),

1. commercial guarantee for the performance of the contract, undertaken voluntarily by the Business for the proper performance of the contract, beyond or in the absence of any obligation prescribed law, and
2. mandatory legal guarantee,

in accordance with the Civil Code of Hungary

Purchase price: consideration payable for the Product and for the provision of digital content.

Relevant laws

As regards the Contract, the provisions of Hungarian laws and regulations are governing, including but not limited to the following:

- Act of CLV 1997 on consumer protection
- Act CVIII of 2001 on certain issues of e-commerce services and information society services
- Act V of 2013 on Civil Code of Hungary
- Government Decree 151/2003 (IX.22.) on mandatory guarantee for durable goods
- Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and companies
- Decree 19/2014. (IV.29.) of the Minister for National Economy on the procedural rules for administering



warranty and guarantee claims concerning durable goods sold under contracts between consumers and companies

- Act LXXVI of 1999 on copyright
- Act CXII of 2011 on informational self-determination and the freedom of information
- REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations 2006/2004/EC and (EU) 2017/2394 and Directive 2009/22/EC
- REGULATION (EU) 2016/679 OF THE PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free flow of such data and on the repeal of Regulation 95/46/EC (General Data Protection Regulation)
- Government Decree 373/2021 (VI. 30.) on the detailed rules of contracts for the purchase of goods, the provision of digital contents and digital services between consumers and a companies

Scope and acceptance of the GTC

The content of the contract concluded between us is determined, in addition to the provisions of the relevant binding laws, by these General Terms and Conditions (hereinafter: GTC). Accordingly, this GTC lays down the rights and obligations of you and us, the conditions of the conclusion of the contract, the deadlines for performance, the terms and conditions of delivery and payment, the rules of liability, and the conditions of exercising the termination rights.

The technical information necessary for the use of the Website not included in this GTC will be provided by the additional information available on the Website.

Before placing your order, you are required to familiarize yourself with the provisions of the present GTC.

Language and form of the Contract

The language of the contracts concluded under this GTC is English.

The contracts concluded under this GTC shall not be considered written contracts, and such contracts will not be filed by the Seller.

Prices

Prices are in HUF, including 27% VAT. The Seller may modify the prices from time to time due to business policy reasons. Such modification of prices shall not cover contracts already concluded. If the Seller has indicated the price incorrectly, and an order has been received for the concerned Product, but the parties have not yet concluded a contract, the Seller will act pursuant to the section under the heading "Procedure in the event of incorrect price" herein.

Procedure in the event of incorrect price

The following shall be considered a manifestly incorrect price:

- A price of HUF 0,
- a price reduced by a discount, where the discount is incorrectly indicated (e.g., in the case of Products whose price is HUF 1000 with a 20 % discount, a price of HUF 500 is indicated).

If the price is indicated incorrectly, the Seller offers the opportunity to buy the concerned Product at the real price, and the Buyer, having regard to that information, may decide whether to order the concerned Product at such real price or cancel the order without any adverse legal consequences.



Complaint management and remedies

The consumer may submit consumer objections related to any Product or to the Seller's activity at the contact details below:

- Phone:
- Web address: <https://fortea9store.com>
- E-mail:

The consumer may **submit a complaint to the Business verbally or in writing**, concerning the conduct, activities or omissions of the Business, or a person acting on behalf or for the benefit of the Business, which is directly related to the distribution or sale of Products to consumers.

The Business is obliged to investigate a complaint submitted verbally without delay and provide a remedy where necessary. If the consumer is not satisfied with the way the complaint was addressed or if the complaint cannot be investigated immediately, the Business is obliged to take record of the complaint and its position in relation to it without delay, and, in the case of a complaint submitted in person, hand over a copy to the consumer on the spot. If the verbal complaint was submitted by phone or using any other electronic communication services, the record, along with a substantive response, must be sent to the consumer within 30 days at the latest, in accordance with the provisions laid down for the obligation to respond to written complaints. Otherwise, the Seller shall act in relation to written complaints as follows. Unless a directly applicable legal act of the European Union provides otherwise, the **Business shall send a substantive response to written complaints within thirty days of their receipt and take measures to communicate it.** A shorter deadline may be established by any law or regulation, a longer deadline may only be established by an act. If a complaint is rejected, the Business must state the reasons serving as grounds to the rejection. The Business must assign a unique identification number to each verbal complaint communicated by phone or using an electronic communication service.

The record taken of the complaint must include the following:

1. name and address of the consumer,
2. place, time, and manner of the submission of the complaint,
3. detailed description of the consumer's complaint, and a list of files, documents and other evidence provided by the consumer,
4. the statement of the Business on its position related to the consumer's complaint, provided that the complaint cannot be investigated immediately,
5. signature of the person taking the record and, unless the complaint was submitted by phone or using any other electronic communication services, the consumer's signature,
6. time and place of taking the record,
7. in the case of a complaint submitted by phone or using any other electronic communication services, the unique identification number of the complaint.

The Business shall retain the record taken of a complaint and the response given to it for three years and present them to the inspection authorities upon request.

If a complaint is rejected, the Business is obliged to inform the consumer in writing about the authority or conciliation body where the consumer may initiate proceedings in relation to their complaint, according to the nature of the complaint. Such information must also include the registered seat, phone number, internet contact details, and mailing address of the conciliation body with competence on the basis of the consumer's place of residence or place of stay. The information must also cover whether the Business intends to have recourse to a conciliation body to settle the consumer dispute. If the consumer dispute between the Seller and the consumer does not become settled in the course of the negotiations, the following remedies are available to the consumer:

Consumer protection procedure

A complaint can be lodged with the consumer protection authorities. If the consumer notices a violation of their



consumer rights, they are entitled to lodge a complaint with the authority with competence on the basis of their place of residence or place of stay. After evaluating the complaint, the authority decides whether to conduct a consumer protection procedure. The tasks of administrative authorities at first instance are carried out by the capital-city and county Government Offices with competence on the basis of the consumer's place of residence or place of stay, the list of which is available here: <http://www.kormanyhivatal.hu/>

Court proceedings

The customer is entitled to initiate court proceedings to assert their claim arising from a consumer dispute in the framework of civil proceedings, in accordance with Act V of 2013 on the Civil Code of Hungary and with the provisions of Act CXXX of 2016 on the Code of Civil Procedure.

Conciliation Body proceedings

We hereby inform you that you may submit a consumer complaint against us. If we reject your complaint, you are entitled to have recourse to the Conciliation Body with competence on the basis of your place of residence or place of stay: the condition for initiating the procedure of the conciliation body is that the consumer directly attempts to settle the dispute with the concerned Business. Based on the consumer's request, the conciliation body designated in such request may have competence instead of the aforesaid competent body.

The Business is bound by an obligation to cooperate in the conciliation body proceedings.

In this context, companies are bound by the **obligation to send a response** to the request of the conciliation body, and the obligation to **appear before the conciliation body** ("ensuring the participation of a person authorized to establish a settlement at the hearing").

If the Registered seat of the Business or place of business is not registered in the county where the chamber operating the conciliation body is located, the obligation of the Business to cooperate extends to offering the possibility of concluding a written settlement that meets the consumer's needs.

If the above obligation to cooperate is breached, the consumer protection authority has the power to impose a fine which, in compliance with the amendment of the relevant law, is a **mandatory fine** and the authority has no discretion regarding the imposition of such fine in the case of the unlawful conduct of the Business. In addition to the act on consumer protection, the relevant provision of the act on small and medium enterprises has also been amended, so the imposition of the fine cannot be omitted in the case of small and medium enterprise either.

In the case of small and medium enterprises, the fine can range from HUF 15,000 to HUF 500,000, while in the case of non-small and medium enterprises subject to the act on accounting, with annual net turnover exceeding HUF 100 million, the fine can range from HUF 15,000 to 5% of the annual net turnover of the Business but up to a maximum of HUF 500 million. By introducing a mandatory fine, the legislature aims to emphasize the obligation to cooperate with conciliation bodies and to ensure the active participation of companies in the conciliation body proceedings.

The conciliation body is responsible for out-of-court settling of the consumer dispute. The task of the conciliation body is to attempt to reach a settlement between the parties for the purpose of the resolution of the consumer dispute, and in the event of this being unsuccessful, to render a decision in the case in order to ensure the simple, fast, efficient and cost-saving enforcement of consumer rights. At the request of the consumer or the Business, the conciliation body provides advice on the rights and obligations of the consumer.

The procedure of the conciliation body starts at the consumer's request. The request is to be submitted to the chair of the conciliation body in writing, where the requirement for a written request may also be satisfied by sending a letter or a telegram, using a teleprinter or fax or any other device that enables the addressee to store the data addressed to them permanently, for a period appropriate with regard to the purpose of the data, and to display the stored data in an unchanged form. **The request must include the following:**

- a. the consumer's name and place of residence or place of stay,
- b. name, registered seat or concerned place of business of the Business concerned by the consumer dispute,
- c. the designated conciliation body, if the consumer requested the competence of a conciliation body other than the one with territorial competence,
- d. short description of the consumer's position, the facts supporting it and the related evidence,



- e. the consumer's statement that they intended to settle the dispute directly with the concerned Business,
- f. the consumer's statement that they initiated no proceedings before any other conciliation body in the case concerned, no mediation procedure was initiated, no statement of claim was filed, and no application for the issuance of a payment order was submitted,
- g. motion for the body's decision,
- h. the consumer's signature.

The document or its copy (excerpt) the content of which the consumer relies on as evidence must be attached to the request, particularly the written rejection of the complaint by the Business or, in the absence thereof, other written evidence available to the consumer as regards the attempt to engage in the required negotiations.

If the consumer acts through a proxy, a power of attorney must be attached to the application.

More information on the Conciliation Bodies is available here: <http://www.bekeltetes.hu>

More information on the Conciliation Bodies with territorial competence is available here:

<https://bekeltetes.hu/index.php?id=testuletek>



Contact details of certain territorially competent Conciliation Bodies:

Conciliation Body of Baranya County

Address: 7625 Pécs, Majorossy I. u. 36.
Mailing address: 7625 Pécs, Majorossy I. u. 36
Phone number: 06-72-507-154
Mobile: +36 20 283-3422
E-mail: info@baranyabekeltetes.hu
Website: www.baranyabekeltetes.hu

Conciliation Body of Békés County

Address: 5600 Békéscsaba, Penza ltp. 5.
Phone number: 06-66-324-976
Fax: 06-66-324-976
E-mail: bekeltetes@bmkik.hu
Website: www.bmkik.hu

Conciliation Body of Budapest

Address: 1016 Budapest, Krisztina krt. 99. I. em. 111.
Mailing address: 1253 Budapest, Pf.:10.
Phone number: +36-1-488-21-31
E-mail: bekelteto.testulet@bkik.hu
Website: bekeltet.bkik.hu

Conciliation Body of Fejér County

Address: 8000 Székesfehérvár, Hosszúsétatér 4-6.
Phone number: 06-22-510-310
E-mail: bekeltetes@fmkik.hu
Website: www.bekeltetesfejrer.hu

Conciliation Body of Hajdú-Bihar County

Address: 4025 Debrecen, Vörösmarty u. 13-15.
Phone number: 06-52-500-710; 06-52-500-745
Fax: 06-52-500-720
E-mail: bekelteto@hbkik.hu; nemes.brigitta@hbkik.hu
Website: www.hbmbekeltetes.hu

Conciliation Body of Jász-Nagykun-Szolnok County

Address: 5000 Szolnok, Verseghy park 8. III. emelet 303-304.
Mobil: 06-20-373-2570
E-mail: bekeltetotestulet@iparkamaraszolnok.hu
Website: www.jaszbekeltetes.hu

Conciliation Body of Nógrád County

Address: 3100 Salgótarján, Mártírok útja 4.
Phone number: 06-32-520-860
Fax: 06-32-520-862
E-mail: nkik@nkik.hu
Website: www.nkik.hu

Conciliation Body of Somogy County

Address: 7400 Kaposvár, Anna u.6.
Phone number: 06-82-501-000
E-mail: skik@skik.hu

Conciliation Body of Tolna County

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

Conciliation Body of Bács-Kiskun County

Address: 6000 Kecskemét, Árpád krt. 4.
Mailing address: 6001 Kecskemét, Pf.228.
Phone number: 06-76-501-500; 06-76-501-525, 06-70-938-4765,
06-70-938-4764
Fax: 06-76-501-538
E-mail: bekeltetes@bacsbekeltetes.hu
Website: www.bacsbekeltetes.hu

Conciliation Body of Borsod-Abaúj-Zemplén County

Address: 3525 Miskolc, Szentpáli u. 1.
Phone number: 06-46-501-091; 06-46-501-090
E-mail: bekeltetes@bokik.hu
Website: www.bekeltetes.borsodmegye.hu

Conciliation Body of Csongrád-Csanád County

Address: 6721 Szeged, Párizsi krt. 8-12.
Phone number: 06-62-554-250/118
E-mail: bekelteto.testulet@csmkik.hu
Website: www.bekeltetes-csongrad.hu

Conciliation Body of Győr-Moson-Sopron County

Address: 9021 Győr, Szent István út 10/a.
Phone number: 06-96-520-217
E-mail: bekeltetotestulet@gymkik.hu
Website: www.bekeltetesgyor.hu

Conciliation Body of Heves County

Address: 3300 Eger, Hadnagy u. 6. fsz. 1.
Mailing address: 3300 Eger, Faiskola u. 15.
Phone number: 06-36-416-660/105-ös mellék
Mobil: 06-30-967-4336
E-mail: bekeltetes@hkik.hu

Conciliation Body of Komárom-Esztergom County

Address: 2800 Tatabánya, Fő tér 36.
Phone number: 06-34-513-010; 06-34-513-012
Mobile: 06-30-201-1647; 06-30-201-1877
E-mail: bekeltetes@kemkik.hu

Conciliation Body of Pest County

Address: 1055 Budapest, Balassi Bálint u. 25. IV/2.
Phone number: 06-1-269-0703
Fax: 06-1-474-7921
E-mail: pmbekelteto@pmkik.hu
Website: <http://panaszrendezes.hu/>

Conciliation Body of Szabolcs-Szatmár-Bereg County

Address: 4400 Nyíregyháza, Széchenyi u. 2.
Phone number: +36-42-420-280
Fax: +36-42-420-180
E-mail: bekelteto@szabkam.hu
Website: www.bekeltetes-szabolcs.hu

Conciliation Body of Vas County

Address: 9700 Szombathely, Honvéd tér 2.
Phone number: 06-94-506-645
Fax: 06-94-316-936
E-mail: pergel.bea@vmkik.hu
Website: www.vasibekelteto.hu



Conciliation Body of Veszprém County

Address: 8200 Veszprém, Radnóti tér 1. földszint 115-116.
Phone number: 06-88-814-121; 06-88-814-111
E-mail: info@bekeltetesveszprem.hu
Website: www.bekeltetesveszprem.hu

Conciliation Body of Zala County

Address: 8900 Zalaegerszeg, Petőfi út 24.
Phone number: 06-92-550-513
Fax: 06-92-550-525
E-mail: zmbekelteto@zmkik.hu
Website: www.bekelteteszala.hu

Online dispute resolution platform

The European Commission has created a website where consumers can register to gain the opportunity to settle their legal disputes related to online purchases by filing out an application, avoiding court proceedings. In this way, consumers can assert their rights without, for example, distance preventing them from doing so.

If you wish to make a complaint about a product or service you bought online and you do not necessarily want to go to court, you can use the means of online dispute resolution.

On the portal, you and the trader against whom you have filed a complaint can jointly choose the dispute resolution body you intend to have recourse to regarding the management of the complaint.

The online dispute resolution platform is available here:

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

Copyrights

Pursuant to paragraph (1) of section 1 of Act LXXVI of 1999 on copyright (hereinafter: Copyright Act), the Website qualifies as copyrighted material, therefore all and any parts are protected by copyright. In line with paragraph (1) of section 16 of the Copyright Act, the unauthorised use of graphics and software solutions, computer programs of the website, or the use of any application that can be used to modify the website or any part of it is prohibited. Any material from the website and its database may be used, even with the written consent of the rightsholder, only with reference to the website and with the indication of the source. The rightsholder is: MAT International Kft.

Severability, code of conduct

Should any section of the GTC be legally incomplete or ineffective, the remaining sections of the contract will nonetheless remain valid, and the relevant laws shall apply instead of the ineffective or incorrect part.

The Seller does not have a code of conduct in accordance with the act on the prohibition of unfair commercial practices against costumers.

Information on the operation of the Product containing digital elements and on the applicable technical protective measures

The accessibility of the servers providing data on the website is over 99.9% per year. The entire data content is regularly backed up, so in the event of a problem, the original data content can be restored. The data displayed on the Website are stored in MSSQL and MySQL databases. Sensitive data is stored with an appropriate level of encryption, and hardware support built into the processor is used to encode it.

Information on the essential properties of the Products

Information on the essential properties of the Products available for purchase on the Website is provided in the description of each Product.

Correction of errors in data entry – Responsibility for the accuracy of the data provided



During the order process, before finalizing your order, you can change the entered data at any time (by clicking the back button in the browser, the previous page will open, so the entered data can be corrected even if you have already moved to the next page). Please note that it is your responsibility to ensure the accuracy of the data you enter, as the Products will be invoiced and delivered based on the data provided by you. Please note also that an incorrectly entered email address or the entirety of the storage space connected to the mailbox may result in the failure of the delivery of the confirmation and may prevent the conclusion of the contract. If the Buyer has finalized the order and discovers an error in the provided data, they must initiate the modification of the concerned order as soon as possible. The Buyer may indicate the intent to modify the incorrect order by email sent from the email address provided by the Buyer upon placing the order or by phone.

Use of the Website

The purchase is not subject to registration.

Selecting the Products

By clicking on the product categories on the Website, you can select the desired product family and the individual Product within it. By clicking on each product, you will find the photo, item number, description, and price of the Product. Upon purchase, you must pay the price indicated on the website.

Adding Products to the cart

After selecting the Product, you may place items, in the desired quantity, in your cart by clicking on the “Add to cart” button, without the obligation to purchase or pay, as adding Products to the cart does not qualify as an offer.

We recommend that you place the Products in the cart even if you are not sure whether you want to buy the particular Products or not, because this will give you an overview of the items you selected at the given moment and you may display and compare them on your screen by a single click. The content of the cart can be modified freely until the order is finalized – until clicking on the “Submit order” button –, that is, you may remove items from or place additional items into the cart at will, or you may modify the quantity of the items.

If you add the selected Product to the cart, a separate window will pop up saying “Product has been added to your cart”. If you do not wish to select any more items, please click on the “Go to cart” button. If you wish to view the selected Product again or to add more products to the cart, please click on the “Back to products” button.

Viewing the cart

During the use of the Website, you can check the content of your cart at any time by clicking on the “Your cart” button at the top of the page. This gives you the opportunity to remove items from your cart or change the desired quantity. After clicking on the “Update cart” button, the system displays the information corresponding to the data you have changed, including the price of the Products added to your cart.

If you do not wish to select any more items, you can carry on with your purchase by clicking on the “Proceed to checkout” button.

Providing customer data

After clicking on the “Proceed to checkout” button, the content of the cart will be displayed, as well as the full purchase price to be paid in the case you purchase the selected Products. Please select an option in the “Delivery options” box, depending on whether you want to collect the ordered Products yourself (pick-up) or request delivery. If you select delivery, the system will indicate the delivery fee to be paid in the case you place the order.

You can enter your email address in the “User details” text box, and your full name, address, and phone number in the “Billing details” text box. In the “Delivery details” text box, the system will automatically store the data provided in the “Billing details” box. If you request delivery to a different address, please un-tick the appropriate box. You can enter further details in the “Additional details” text box.

Reviewing your order



After filling in the above text boxes, you can proceed with the order process by clicking on the "Continue" button, or you can delete/modify the data entered previously by clicking on the "Cancel" button, and you can return to the content of the cart. After clicking on "Continue", you will arrive to the "Order review" page. The summary of the data provided previously will be displayed here, including the content of your cart, the user, billing, and delivery details, and the amount to be paid (you can no longer change these data unless you click on the "Back" button).

Finalizing the order (making an offer)

If you have made sure that your cart contains the Products you wish to purchase and that your data have been entered correctly, you may finalize your order by clicking on the „Pay Now” button. Information entered on the Website do not qualify as an offer made by the Seller to conclude a contract. In the case of the orders under this GTC, you qualify as an offeror.

By clicking on the „Pay Now” button, you expressly acknowledge that your offer is to be considered made, and your statement, provided that it is confirmed by the Seller in accordance with this GTC, entails a payment obligation. You will be bound by your offer for a period of 48 hours. If your offer is not confirmed by the Seller in accordance with this GTC within 48 hours, the binding period of your offer will expire.

Processing the order, conclusion of the contract

Orders are processed in two steps. You can place your order at any time. You will first receive an automatic confirmation of the order, which only records the fact that your order has been received via the Website, but this confirmation does not qualify as an acceptance of your offer. If you notice that your details (e.g., name, delivery address, phone number, etc.) are incorrectly indicated in the automatic confirmation email, then you have an obligation to notify us of this fact, along with providing the correct data, by email without delay. If you do not receive an automatic confirmation email within 24 hours of placing your order, please contact us, as it is possible that your order was not received by our system due to technical reasons.

After sending your offer, the Seller will confirm your offer in a second email. The contract will be concluded at the time when this confirmation email sent by the Seller becomes available to you in your email system (second confirmation).

Payment methods

Simple bank card payment (OTP group)

Simple Online Payment System is developed and operated by OTP Mobil Kft. OTP Mobil Kft. is a member of OTP Group.

Customers using the service can choose the simple and secure payment solution of Simple. Customers can complete payments on the Simple interface in the usual way.

The process of payment is the same as the payment methods offered by the banks in the framework of similar services. During the completion of the service, with regard to the safety of the user, that is, the card holder, Simple continuously monitors the transactions, and provides help for the prevention of unexpected events.

WHAT ARE THE STEPS OF THE TRANSACTION?

1. By clicking on the "Payment" button, you will be transferred to the payment site of Simple, where you can commence the transaction by entering your bank card data.



2. After entering your bank card data, please make sure that the entered data are correct.
3. The processing of the transaction begins in the bank processing systems.
4. You will be notified of the result of the payment also via email, and the Simple system will redirect you to the website of the Webshop.

For further information, please visit the following website: <https://www.simple.hu/Fooldal>

Bank transfer

You may pay the consideration payable for the Products by bank transfer.

Pay by cash

If you wish to pay the value of the order upon receipt of the package, please select the "Cash on delivery" payment method.

Delivery methods, delivery fees

MPL courier service

Convenient and simple pick-up option. You can pay by bank card or cash.

You can request delivery to your home or workplace. Nationwide service.

Two delivery attempts for the MPL Business package, which is included in the basic price.

For further information please visit the website:

https://www.posta.hu/kuldemeny_erkezese/haznal_torteno_csomagkezesites

MPL Postal Points

What are the benefits of collecting your package at MOL-Coop Postal Points?

- Since most Postal Points are open 24 hours a day, and most Coop Postal Points are open 12 hours a day, you can collect your package on your way to work or home. You can check the one nearest to you [here](#).
- According to your choice, we notify you in a text message or via email of the arrival of the package.
- The pick-up points are easy to access.
- Parking is free and easy at the gas stations.
- You can pay by credit card at most MOL Postal Points and Coop Postal Points.

The maximum weight of the parcels is 20 kg.

FoxPost parcel lockers

FOXPOST is a simple, flexible, contactless, and green method to pick up or send parcels.

If you select the option of dispatching your order to any FOXPOST parcel locker terminal, you will not have to wait for the courier all day long.

The lockers of the parcel locker terminal network, which is constantly expanding nationwide, is easily accessible in many parts of the country, indoors or outdoors, from morning until evening.

After having handed over the package to FOXPOST, they deliver it to a locker within 1 business day, and send a text



message notification with a unique code that you can use to collect your parcel within 3 days.

It is important to note that only bank card payment is accepted at the parcel lockers.

The list of locker terminals and further information you can find on the website: <https://www.foxpost.hu/en/apt-finder>

Deadline for performance

The general deadline set for the fulfilment of the order is a maximum of 10 nap of the confirmation of the order. In the event of the Seller's delay, the Buyer is entitled to set an additional deadline. If the Seller fails to meet the additional deadline, the Buyer may withdraw from the contract.

Reservation of rights, ownership clause

If you previously ordered Products but failed to take them over or pick them up (not including any case when you exercised your right of withdrawal), or if they were returned to the Seller with the indication "Unclaimed", then the Seller will only fulfil your order provided that you pay the full purchase price and the delivery charges in advance.

The Seller may withhold the delivery of the Product until it is satisfied that the price of the Products has been successfully paid by using the electronic payment solution (including the case when the price of the Products is paid by bank transfer and the Buyer transfers the purchase price in the currency of the Buyer's Member State, and the Seller does not receive the full amount of the purchase price and delivery fee due to conversion costs, and other bank commissions and costs). If the price of the Product has not been fully paid, the Seller may call on the Buyer to supplement the purchase price.

Selling across borders

The Seller does not distinguish between Buyers who purchase via the Website in the territory of Hungary and those who do so outside the territory of Hungary but within the territory of the European Union. Unless otherwise provided by this GTC, the Seller ensures the delivery/pick-up of Products within the territory of Hungary.

The provisions of this GTC will apply also to purchases outside Hungary, noting that for the purpose of this section, "Buyer" means a consumer who is a citizen or resident of a Member State or a business established in a Member State, and buys products or uses services within the European Union for the sole purpose of end use. "Consumer" means a natural person acting outside the scope of their commercial, industrial, craft or professional activities.

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

The Seller is not obliged to comply with the non-contractual requirements, such as labelling or sector-specific requirements, prescribed in the national law of the Buyer's Member State in relation to the relevant Products, or to inform the Buyer of these requirements.

Unless provided otherwise, the Seller applies the VAT prescribed in Hungary for each Product.

The Buyer may exercise their remedies in compliance with this GTC.

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

The Seller may retain the delivery of the Product until it is satisfied that the price of the Products and the delivery fee has been fully and successfully paid by using the electronic payment solution (including the case when the price of the Products is paid by bank transfer and the Buyer transfers the purchase price (delivery fee) in the currency of the Buyer's Member State, and the Seller does not receive the full amount of the purchase price and delivery fee due to conversion costs, and other bank commissions and costs). If the price of the Product has not been fully paid, the Seller may call on the Buyer to supplement the purchase price.

In order to ensure the delivery of the Product, the Seller provides non-Hungarian Buyers with the same delivery



options as Hungarian Buyers.

If, pursuant to the GTC, the Buyer has the option to request the delivery of the Product within the territory of Hungary or the territory of any other EU Member State, non-Hungarian Buyers may also opt for any delivery method indicated in the GTC.

If, in compliance with the GTC, a Buyer may choose the pick-up option to collect the Product, non-Hungarian Buyers may also choose that option.

Otherwise, the Buyer may request to organise the transport of the Product at their own cost. Hungarian Buyers are not entitled to choose that option.

The Seller will fulfil the order after the payment of the delivery fee, and if the Buyer fails to pay the delivery fee to the Seller or if the Buyer does not organise the transport of the Product themselves until a pre-set date, the Seller will terminate the contract and refund the purchase price paid in advance to the Buyer.



Consumer information

Information on the right of termination by natural person Buyers

Pursuant to item 3 of paragraph (1) of section 8:1 of the Civil Code of Hungary, only natural persons acting outside the scope of their profession, occupation, or business activity qualify as consumers, **thus, legal persons are not entitled to exercise the right of withdrawal without justification.**

Pursuant to section 20 of Government Decree 45/2014 (II. 26.), consumers have the right of withdrawal without justification. Consumers may exercise their right of withdrawal within a certain time limit, which commences

a) in the case of contracts for the sale of Products,

aa) at the date when the Product,

ab) in the case of the sale of more than one Product, where each Product is delivered at a different time, when the Product last delivered

is received by the consumer or a third person, other than the carrier, designated by the consumer, where such time limit is 14 nap.

The time limit for withdrawal laid down in Government Decree 45/2014. (II. 26.) is 14 days, and the additional time limit for withdrawal is undertaken voluntarily by the Seller in this GTC, in addition to the time limit prescribed by law.

The provisions in this section are without prejudice to the consumer's right to exercise their right of withdrawal laid down in this section also within the period between the day of the conclusion of the contract and the day of the receipt of the Product.

If the offer for concluding a contract was made by the consumer, the consumer shall have the right to withdraw from the offer, which terminates the binding period of the offer for the conclusion of the contract.

Statement of withdrawal, exercising the consumer's right of withdrawal or termination

The consumer may exercise their right under section 20 of Government Decree 45/2014 (II. 26.) by a clear statement in such regard or by using the sample declaration which can be downloaded also from the Website.

Validity of the consumer's statement of withdrawal

The right of withdrawal is to be considered timely exercised if the statement is sent by the consumer within the appropriate time limit. The time limit is: 14 nap.

In the case of written withdrawal or termination, it is sufficient to send the withdrawal or termination statement within 14 days.

The time limit for withdrawal laid down in Government Decree 45/2014. (II. 26.) is 14 days, and the additional time limit for withdrawal is undertaken voluntarily by the Seller in this GTC, in addition to the time limit prescribed by law.

The burden of proving that the consumer has exercised their right of withdrawal in accordance with this provision rests with the consumer.

After its receipt, the Seller is obliged to confirm the Buyer's statement of withdrawal on an electronic data medium.

The Seller's obligations in the event of the consumer's withdrawal

The Seller's obligation to refund

If, in line with section 22 of Government Decree 45/2014 (II. 26.), the consumer withdraws from the contract, the



Seller shall refund the full amount paid by the Buyer as consideration within 14 days, including the costs incurred in connection with the performance, such as the delivery fee. Please note that this provision does not apply to additional costs incurred as a result of choosing a delivery option other than the least expensive standard mode of delivery.

The manner of fulfilling the Seller's refund obligation

In the event of withdrawal or termination exercised in line with section 22 of Government Decree 45/2014 (II. 26.), the Seller refunds the amount repayable to the consumer by using the same payment method that was used by the consumer. With the express consent of the consumer, the Seller may use a different payment method, but the consumer may not be charged any additional fees as a result. The Seller will not be liable for any delay arising from the incorrect and/or inaccurate indication of the bank account number or mailing address by the consumer.

Additional costs

If the consumer has expressly chosen a delivery option other than the least expensive standard mode of delivery, the Seller will not be obliged to refund the costs incurred as a result of that choice. In such cases, our refund obligation will only include the indicated standard delivery fees.

Right to withhold performance

The Seller may withhold the amount payable to the consumer until the consumer has returned the Product of proven beyond doubt that they have returned it; out of these two dates, the earlier is to be taken into account. We are unable to accept consignments sent by cash on delivery or addressee pays service.

The consumer's obligations in the event of their withdrawal or termination

Returning the Product

If, in line with section 22 of Government Decree 45/2014 (II. 26.), the consumer withdraws from the contract, they are obliged to return the Product, or to hand the Product over to the Seller or to the person designated by the Seller to accept Products, without delay but no later than within fourteen days of giving notice of the withdrawal. The return obligation is to be considered fulfilled timely if the consumer dispatches the Product before the expiry of the time limit.

Bearing the direct costs incurred in connection with the return of the Product

The direct costs of returning the Product are borne by the consumer. The Product is to be sent to the Seller's address. If, after the beginning of the performance, the consumer terminates the contract for the provision of services concluded off-premises or as a distance contract, they are obliged to pay the Business a fee commensurate with the service performed up to the date of giving notice of the termination. Such commensurate amount payable by the consumer is to be determined based on the total amount of consideration set out in the contract by adding the applicable taxes. If the consumer proves that the total amount determined in such a way is excessively high, the commensurate amount is to be calculated based on the market value of the services performed up to the date of the termination of the contract. Please note that we are unable to accept consignments sent by cash on delivery or addressee pays service.

Consumer liability for depreciation

The consumer is liable for the depreciation resulting from any use exceeding the use necessary to determine the nature, properties and operation of the Product.

The right of withdrawal cannot be exercised in the following cases



The Seller expressly notes that you may not exercise your right of withdrawal in the cases listed in paragraph (1) of section 29 of Government Decree 45/2014 (II.26.):

- a. after the full performance of the service, however, if a payment obligation is established by the contract for the consumer, this exception may only be relied on if, prior to the commencement of the performance, the consumer expressly consented to and acknowledged the fact that they will lose their right of withdrawal as soon as the contract is fully performed by the Business;
- b. with regard to Products or services the price or fee of which depend on the fluctuation of the financial market which cannot be influenced by the Business and which is possible even during the time limit set for the exercise of the right of withdrawal;
- c. in the case of non-premanufactured Products that have been produced based on the instructions and express request of the consumer, or in the case of Products that clearly have been tailored to the consumer;
- d. in the case of perishable Products or Products with short durability;
- e. in the case of Products with closed packaging, which cannot be returned once opened after delivery due to health protection or hygienic reasons;
- f. in the case of Products which, due to their nature, are inseparably mixed with other Products after delivery;
- g. in the case of alcoholic beverages whose actual value depends on the fluctuation of the financial market which cannot be influenced by the Business, and whose price was agreed upon by the parties when the sales contract was concluded, but the contract will only be performed after the thirtieth day from the conclusion of the contract;
- h. in the case of contracts for services where the Business contacts the consumer at the express request of the consumer in order to carry out urgent repair or maintenance work;
- i. with regard to the sale and purchase of audio and video recordings in sealed packaging, or copies of computer software, if the consumer has opened the packaging after delivery;
- j. with regard to newspapers, magazines and periodicals, with the exception of subscription contracts;
- k. in the case of contracts concluded at a public auction;
- l. with the exception of housing services, in the case of contracts for the provision of accommodation, transport, car rental, catering services or for services related to leisure activities, if a deadline or time limit was set for the performance in the contract;
- m. with regard to digital content provided on a non-physical data carrier, if the Seller has commenced its performance with the express, prior consent of the consumer, and if the consumer, simultaneously with giving that consent, acknowledged the fact in a statement that they will lose the right of withdrawal as soon as the performance is commenced, and the Business has sent a confirmation to the consumer.

Information on product liability and implied warranty with regard to the guarantee of conformity of the Products in the case of consumer contracts

This section of the consumer information has been drafted on the basis of paragraph (3) of section 9 of Government Decree 45/2014 (II.26.), with regard to annex No. 3 therein.

This Consumer Information only applies to Buyers who qualify as consumers, the rules applicable to non-consumer Buyers are included in a separate chapter.

Requirement of contractual performance in the case of consumer contracts

Requirement of contractual performance in general in the case of products and products containing digital elements sold under a consumer contract

At the time of the performance, the Products and the performance shall meet the requirements prescribed in Government Decree 373/2021 (VI.30.).

For the performance to be contractual, the Product serving as the subject matter of the contract shall



- comply with the description, quantity, quality, and type set out in the contract, it shall have the functionality, compatibility, interoperability, as well as other properties determined in the contract
- be suitable for any purpose specified by the consumer, which the consumer brought to the Seller's attention at the latest when the contract was concluded, and which the Seller accepted
- have all the accessories and user manuals specified in the contract, including instructions for commissioning, instructions for installation, and customer service support, and
- provide the updates determined in the contract.

For the performance to be contractual, the Product serving as the subject matter of the contract shall also

- be suitable for the purposes laid down for the same type of Products by law, technical standards, or, in the absence of technical standards, by the governing code of conduct
- comply with the quantity, quality, performance and other properties that the consumer can reasonably expect, particularly as regards functionality, compatibility, accessibility, continuity and safety, which is usual for the same type of goods, taking into account the public statements, especially those made in an advertisement or on a label, by the Seller, its representative or any other persons involved in the sales chain about the specific properties of the Products
- have all the accessories and instructions that the consumer can reasonably expect, including packaging and installation instructions, and
- comply with the properties and description of the Product presented as a sample or model, or made available as a trial version by the Business prior to the conclusion of the contract.

The Product does not have to comply with the aforementioned public statements, if the Seller proves that

- it was not and did not have to be aware of the concerned public statement
- the concerned public statement was appropriately corrected until the time when the contract was concluded, or
- the concerned public statement could not affect the rightsholder's decision to enter into the contract.

Requirement of contractual performance in the case of the sale of products under a consumer contract

The Seller's performance is defective if the defect of the product results from unprofessional commissioning, provided that

- a) commissioning forms a part of the sales contract and it was carried out by the Seller or liability is borne by the Seller in that regard; or
- b) commissioning had to be carried out by the consumer, and the unprofessional commissioning results from the shortcomings of the instructions for commissioning provided by the Seller or, in the case of Products containing digital elements, by the provider of digital content or digital services.

If, pursuant to the sales contract, the commissioning of the product is carried out by the Seller or liability is borne by the Seller in that regard, then performance is to be considered completed by the Seller upon the completion of the commissioning.

If, in the case of a Product containing digital elements, the sales contract prescribes that the digital content or digital services are to be provided continuously for a definite period, the Seller shall be liable for the defect of the product related to the digital content if the defect arises or becomes detectable within two years of the delivery of the product in the case of a continuous service provided for a period that does not exceed two years.

Requirement of contractual performance in the case of the sale of products containing digital elements under a consumer contract

In the case of products containing digital elements, the Seller shall ensure that the consumer is informed of and provided with the updates concerning the digital content of the product or the digital service related to it, including security updates, where the updates are necessary for the maintenance of the contractual nature of the product.



The Seller shall ensure the availability of the updates for a period

- that can be reasonably expected by the consumer based on the type and purpose of the product and the digital elements, as well as on the individual circumstances and the nature of the contract if the sales contract prescribes one-time provision of the digital content or digital service; or
- of two years of the delivery of the product, in the case of continuous service for a period not exceeding two years, if the sales contract prescribes the continuous provision of the digital content for a definite period.

If the consumer, within a reasonable time limit, fails to install the updates made available, the Seller will not be liable for the defect of the product provided that the defect results exclusively from the lack of the relevant update, provided also that

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

b) the consumer's failure to install the update or the defective installation of the update by the consumer is not attributable to the shortcomings of the instructions for installation provided by the Seller.

No defective performance can be established if the consumer, upon the conclusion of the contract, received separate information about that a certain property of the product differs from the properties prescribed herein, and that difference was separately and expressly acknowledged by the consumer at the conclusion of the contract.

Implied warranty

In which cases can you exercise your implied warranty rights?

In the event of defective performance by the Seller, you can assert an implied warranty claim in accordance with the provisions of the Civil Code of Hungary and, in the case of a consumer contract, of Government Decree 373/2021 (VI.30.).

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

According to your choice, you can assert the following implied warranty claims:

You can request either repair or replacement, unless compliance with that warranty right is impossible or would result in disproportionate expenses on the part of the Seller compared to the alternative remedy. If you did not or could not request repair or replacement, you can ask for a commensurate reduction in the price, or, as a last resort, you may rescind the contract.

You are entitled to switch from the warranty right you have selected to another, but you shall cover the cost of the modification unless it was justified or made necessary by the Seller's conduct.

In the case of a consumer contract, in the absence of proof to the contrary, any defect detected within one year of the delivery of the product or product containing digital elements shall be presumed to have existed at the time of the delivery, unless this presumption is incompatible with the nature of the product or the defect.

In the case of second-hand Products, the warranty and guarantee rights depart from the general rules. Defective performance may occur also in the case of second-hand Products, but the circumstances based on which the consumer could expect the occurrence of certain defects shall be taken into account. Due to obsolescence, the occurrence of certain defects become more and more frequent, and, as a result of that, it cannot be expected that a second-hand Product can be of the same quality as a newly purchased product. Therefore, the Buyer can assert their warranty rights only with regard to shortcomings beyond defects that result from the second-hand nature of the Product and which arise regardless of such nature. If the second-hand Product is defective and the Buyer qualifying as a consumer received information on that defect upon the purchase, then the Service Provider will not be liable for the defect.

The Seller may refuse to bring the product into conformity with the contract if repair or replacement would be impossible or would result in disproportionate expenses on the part of the Seller, taking all circumstances into account, including the value represented by the product in perfect condition and the gravity of the breach of



contract.

The consumer, in accordance with the gravity of the breach of the contract, may claim commensurate reduction in the consideration or even terminate the sales contract if

- the Seller failed to carry out the repair or replacement, or it has carried out the repair or replacement but it failed, in full or in part, to meet the following conditions:
 - the Seller shall take back the replaced product at its own expense
 - if the repair or replacement requires the removal of a product which, in accordance with the nature and purpose of the product, was commissioned before the defect became detectable, then the obligation to carry out the repair or replacement shall include the removal of the non-compliant product and the commissioning of the replacement or repaired product, or the bearing of the costs of such removal and commissioning.
- the Seller refused to bring the product into conformity with the contract
- a repeated defect occurs in the performance, despite the fact that the Seller attempted to bring the product into conformity with the contract
- the gravity of the breach is so significant that it justifies immediate reduction of the price or immediate termination of the sales contract, or
- the Seller did not undertake to bring the product into conformity with the contract, or it is clear from the circumstances that the business will not bring the product into conformity with the contract within a reasonable time or without significant damage to the consumer's interests.

If the consumer wishes to terminate the sales contract by reference to defective performance, the burden of proving the insignificant nature of the defect rests with the Seller.

The Consumer has the right to withdraw the remainder of the purchase price in full or in part, in accordance with the gravity of the breach of the contract, until the Seller fulfils its obligation related to the conformity of the performance with the contract and the defective performance.

As a general rule

- the Seller shall return the replaced product at its own expense
- if the repair or replacement requires the removal of a product which, in accordance with the nature and purpose of the product, was commissioned before the defect became detectable, the obligation to carry out the repair or replacement shall include the removal of the non-compliant product and the commissioning of the replacement or repaired product, or the bearing of the costs of such removal and commissioning.

The reasonable time limit for repairing or replacing the product shall be calculated from the time when the Consumer notified the business of the defect.

The consumer shall make the product available to the business so that it can carry out the repair or replacement.

The reduction of the consideration qualifies as commensurate if its amount is equal to the difference between the value of the product that the Consumer would receive if the Seller's performance was contractual and the value of the product actually received by the Consumer.

The Consumer's implied warranty right to terminate the sales contract can be exercised by a legal statement addressed to the Seller expressing the decision on the termination.

If the defective performance concerns only a certain part of the product delivered under the contract, and the conditions for exercising the right to terminate the contract are fulfilled with regard to that part, then the Consumer may terminate the sales contract with regard only to the defective product, however, they may also terminate the sales contract with regard to any other product acquired together with the defective product if it cannot be reasonably expected from the Consumer to keep only the products in conformity with the contract.

If the Consumer terminates the sales contract in full or with regard to a part of the products delivered under the sales contract,



- the Consumer shall return the concerned product to the Seller at the Seller's expense, and
- the Seller shall immediately refund to the Consumer the purchase price paid with regard to the concerned product, as soon as the Seller receives the product or a proof of the return of the product.

Within what time limit can you assert your implied warranty claim?

You are obliged to report the defect after detecting it without delay. A defect reported within two months of its detection shall be considered a defect reported without delay. However, please note that no implied warranty claim can be asserted beyond the two-year limitation period commencing at the completion of the contract.

The limitation period does not include the duration of the repair during which time the Buyer cannot use the Product in accordance with its intended purpose.

As regards the part of the product that has been repaired or replaced, the limitation period for the implied warranty claims shall start again. This rule shall also apply when as a result of the repair another defect occurs.

If the subject matter of the contract between a consumer and a business is a second-hand product, the parties may agree on a shorter limitation period, however, no limitation period less than one year can be validly stipulated in any case.

Against whom can you assert your implied warranty claims?

You can assert your implied warranty claim against the Seller.

What other conditions are there for asserting your implied warranty claim?

For asserting your implied warranty claim within one year of the performance, there are no conditions other than reporting the defect provided that you prove that the Product was supplied by the Seller. However, after the expiry of the one-year period commencing with the performance, you are obliged to prove that the defect you detected had already existed at the time of the performance.

Product liability

In which cases can you exercise your product liability rights?

In the event of the defect of a tangible property (Product), according to your choice, you can assert the implied warranty claims or product liability claims.

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

As a product liability claim, you may only request the repair or replacement of the defective Product.

In which cases does the Product qualify as defective?

A product qualifies as defective if it does not meet the quality requirements effective at the time it was placed on the market or if it does not have the properties included in the description provided by the manufacturer.

Within what time limit can you assert your product liability claim?

You can assert your product liability claim within two years of the time when the Product was placed on the market by the manufacturer. After the expiry of that time limit, you lose your right to assert a product liability claim.

Against whom and under what other conditions can you assert your product liability claim?

You can only assert your product liability claim against the manufacturer or distributor of a tangible thing. Upon asserting a product liability claim, you will have to prove the defect of the Product.

In what cases is the manufacturer (distributor) exempt from product liability obligation?

The manufacturer (distributor) will only be exempt from its product liability obligations if it is able to prove that:



- it did not manufacture the Product or it did not place the Product on the market as part of its business activities, or
- according to the state of the art, the defect was not detectable at the time of placing the Product on the market, or
- the defect of the Product results from the application of laws or regulatory provisions prescribed by the authorities.

The manufacturer (distributor) has to prove only one of the above causes.

Please note that you cannot assert an implied warranty claim and a product liability claim simultaneously, parallel with one another on the basis of the same defect. However, in the case of successfully asserted implied warranty claim, you can assert your product liability claim against the manufacturer as regards the replaced Product or its repaired parts.

Information on product liability and implied warranty with regard to the guarantee of conformity of the Products in the case Buyers not qualifying as consumers

General rules of implied warranty rights

A Buyer not qualifying as a consumer can assert, according to their choice, the following implied warranty claims:

You can request either repair or replacement, unless compliance with the warranty right of your choice is impossible or would result in disproportionate expenses on the part of the Seller compared to the alternative remedy. If you did not or could not request repair or replacement, you can ask for a commensurate reduction in the consideration, you can repair the defect yourself or have it repaired at the Seller's expense, or, as a last resort, you may withdraw from the contract.

You are entitled to modification unless it was justified or made necessary by the Seller's conduct.

In the case of second-hand Products, the warranty and guarantee rights depart from the general rules. Defective performance may occur also in the case of second-hand Products, but the circumstances based on which the consumer could expect the occurrence of certain defects shall be taken into account. Due to obsolescence, the occurrence of certain defects become more and more frequent, and, as a result of that, it cannot be expected that a second-hand Product can be of the same quality as a newly purchased product. Therefore, the Buyer can assert their warranty rights only with regard to shortcomings beyond defects that result from the second-hand nature of the Product and which arise regardless of such nature. If the second-hand Product is defective and the Buyer qualifying as a consumer received information on that defect upon the purchase, the Service Provider will not be liable as regards that defect.

In the case of buyers not qualifying as consumers, the time limit for asserting implied warranty claims is 1 year commencing on the day of the performance (delivery).

Product liability and Guarantee

Only buyers qualifying as consumers shall have product liability rights and rights arising from mandatory guarantee. If the Seller provides voluntary guarantee for the Product, it shall indicate that separately in the course of the purchase of the Product.

If the manufacturer provides manufacturer's guarantee that cover also buyers not qualifying as consumers, then such claims can be asserted directly against the manufacturer.

